From: **PAUL DULBERG** paul_dulberg@comcast.net
Subject: Fwd: Sent emails to Gooch Start
Date: November 17, 2018 at 12:20 PM
To: juliawilliams@clintonlaw.net
Cc: ed@clintonlaw.net

PD


Re/ Dulberg v_ Popovich.eml


Re/ Dulberg v_ Popvich.eml


Re/ Dulberg v_ Popvic...ast.eml


Re/ Dulberg v_ Popovi...77.eml


Re/ Dulberg v_ Popovi...77.eml


Re/ Dulberg v_ Popovi...77.eml


Re/ Transcript-Report...gs.eml


Re/ Dulberg vs_ Law Of...a_.eml


Re/ Dulberg vs_ Law Of...a_.eml


Re/ Dulberg vs_ Law Of...a_.eml


Re/ Dulberg vs_ Law Of...a_.eml


Fwd/ Re/ Dulber...al_.eml


Re/ Dulberg v_ Law Of...al_.eml


Re/ Dulberg v_ Law Of...al_.eml


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Dropped off documents.eml


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Re/ Dulberg v_ Popovi...al_.eml


Re/ Motion to Dismis...ed.eml


Re/ Order from today.eml


Re/ Court tomorrow.eml


Re/ Motion to Dismis...ed.eml


Re/ Motion to Dismis...ed.eml


Re/ Dulberg v_ Law Of...ast.eml


Re/ Service of Process.eml


Re/ Filing Fees neede...uit.eml


Re/ Filing Fees neede...uit.eml


Re/ Filing Fees neede...uit.eml


Re/ Retainer.eml


Re/ Motion response.eml


Re/ Motion response.eml

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Dulberg v. Popovich
Date: October 10, 2018 at 9:33 AM
To: Nikki nikki@goochfirm.com
Cc: Office Office office@goochfirm.com, Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com

PD

Mr Gooch,
In the Motion to withdraw under 3.) "all notices should be sent to:" you have provided the wrong address.
It should read as follows;

Paul Dulberg
4606 Hayden Ct.
McHenry, IL. 60051

Please correct and resubmit.

Thank you for your services,
Paul

On 10/9/2018 3:17 PM, Nikki wrote:

> Mr. Dulberg,
>
> Attached to this email are Motion for Additional Time to File a Second Amended Complaint and Motion to Withdraw, which were filed this afternoon, October 9, 2018 via Odyssey E-File System. I will send you file-stamped copies once received. We will also be sending file-stamped copies to your home address.
>
> Thank you,
>
> Nikki Justiniani
> *Office Assistant*
>
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Popvich
Date: August 17, 2018 at 4:12 PM
To: Nikki nikki@goochfirm.com

PD

Thanks

On 8/17/2018 9:37 AM, Nikki wrote:

> Mr. Dulberg,
>
> Please see attached, which was e-filed this morning via 12 File System.
>
> Thank you,
>
> Nikki Justiniani
> *Office Assistant*
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Popvich and Mast
Date: June 7, 2018 at 3:10 PM
To: Nikki nikki@goochfirm.com

PD

Thank You

On 6/7/2018 1:32 PM, Nikki wrote:

> Paul.
>
> I have included Notice of Filing and First Amended Complaint to this email.
>
> Thank you,
>
> Nikki Justiniani
> *Office Assistant*
>
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Popovich 17 LA 377
Date: June 1, 2018 at 10:31 AM
To: Nikki nikki@goochfirm.com
Cc: Sabina Walczyk swalczyk@goochfirm.com, Office Office office@goochfirm.com

PD

Hi Sabrina,
Thank you for providing this for my review.
I opened it and by the 3rd page already noticed some simple but fundamental errors we need to correct.
I'm going to read it in detail and hope to have all corrections to you by Monday the 4th of June.
Does that give you enough time to review my concerns and still meet the deadline of the 6th?
Thanks again,
Paul

On 6/1/2018 9:33 AM, Nikki wrote:

> Hi Paul,
>
> I have attached a draft of the First Amended Complaint for your case. Please review and advise. Thank you.
>
> Regards,
>
> Nikki Justiniani
> *Office Assistant*
>
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Popovich 17 LA 377
Date: June 1, 2018 at 11:45 AM
To: Nikki nikki@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com
Cc: Office Office office@goochfirm.com

PD

Hi again,
any chance I can get the exhibits referenced?
Thanks,
Paul

On 6/1/2018 10:42 AM, Nikki wrote:

> Hi Paul,
>
> I have attached the Word version of the Amended Complaint for you to make revisions.
>
> Thank you,
>
> Nikki Justiniani
> *Office Assistant*
>
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>
>
> ---
>
> **From:** Sabina Walczyk
> **Sent:** Friday, June 1, 2018 10:32:41 AM
> **To:** me; Nikki
> **Cc:** Office Office
> **Subject:** Re: Dulberg v. Popovich 17 LA 377
>
> Yes it does thank you.
>
> Get Outlook for iOS
>
> ---
>
> **From:** me <pdulberg@comcast.net>
> **Sent:** Friday, June 1, 2018 10:31:04 AM
> **To:** Nikki
> **Cc:** Sabina Walczyk; Office Office
> **Subject:** Re: Dulberg v. Popovich 17 LA 377

Subject: Re: Dulberg v. Popovich 17-LA-379

Hi Sabrina,
Thank you for providing this for my review.
I opened it and by the 3rd page already noticed some simple but fundamental errors we need to correct.
I'm going to read it in detail and hope to have all corrections to you by Monday the 4th of June.
Does that give you enough time to review my concerns and still meet the deadline of the 6th?
Thanks again,
Paul

On 6/1/2018 9:33 AM, Nikki wrote:

> Hi Paul,
>
> I have attached a draft of the First Amended Complaint for your case. Please review and advise. Thank you.
>
> Regards,
>
> Nikki Justiniani
> *Office Assistant*
>
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Popovich 17 LA 377
Date: June 1, 2018 at 11:25 AM
To: Nikki nikki@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com
Cc: Office Office office@goochfirm.com

PD

Hi Nikki,
This will make it much easier.
Thank you,
Paul

On 6/1/2018 10:42 AM, Nikki wrote:

> Hi Paul,
>
> I have attached the Word version of the Amended Complaint for you to make revisions.
>
> Thank you,
>
> Nikki Justiniani
> *Office Assistant*
>
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>
>
> ---
>
> **From:** Sabina Walczyk
> **Sent:** Friday, June 1, 2018 10:32:41 AM
> **To:** me; Nikki
> **Cc:** Office Office
> **Subject:** Re: Dulberg v. Popovich 17 LA 377
>
> Yes it does thank you.
>
> Get Outlook for iOS
>
> ---
>
> **From:** me <pdulberg@comcast.net>
> **Sent:** Friday, June 1, 2018 10:31:04 AM
> **To:** Nikki
> **Cc:** Sabina Walczyk; Office Office
> **Subject:** Re: Dulberg v. Popovich 17 LA 377

Subject: Re: Dulberg v. Popovich 17-LA-379

Hi Sabrina,
Thank you for providing this for my review.
I opened it and by the 3rd page already noticed some simple but fundamental errors we need to correct.
I'm going to read it in detail and hope to have all corrections to you by Monday the 4th of June.
Does that give you enough time to review my concerns and still meet the deadline of the 6th?
Thanks again,
Paul

On 6/1/2018 9:33 AM, Nikki wrote:

> Hi Paul,
>
> I have attached a draft of the First Amended Complaint for your case. Please review and advise. Thank you.
>
> Regards,
>
> Nikki Justiniani
> *Office Assistant*
>
> The Gooch Firm
> 209 S. Main Street
> Wauconda, IL 60084
> P: 847-526-0110
> F: 847-526-0603
> E: nikki@goochfirm.com
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Transcript-Report of Proceedings
Date: September 20, 2018 at 12:08 PM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

PD

Thank You,
Tom had mentioned that he intends to refile the complaint early.
When should I expect to get a copy to review before we file?
Thanks again,
Paul

On 9/20/2018 10:40 AM, Office Office wrote:

> Dear Mr. Dulberg:
>
> Attached please find the transcript from court on September 12, 2018.
>
> Melissa J. Podgorski
> Paralegal
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Dulberg vs. Law Offices of Thomas J. Popovich, P.C., et a.
Date: September 19, 2018 at 9:06 AM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

PD

Hi Tom, Sabina,

May I get the digital copy of the court order and transcript from 9/12/2018?

Thanks,
Paul
847-497-4250

On 9/12/2018 12:33 PM, Paul Dulberg wrote:

> Hi Sabina, Tom,
> I missed either of you in court this morning. I did not bring my phone into the courthouse so I couldn't call you.
> Hope nothing bad happened to delay you and that everyone is okay.
>
> From what I understood, Judge Meyer moved forward without you and struck down the vast majority of our amended pleading as conclusions or redundant.
> I have a pink copy of the courts order that I can drop off at your office this afternoon.
> Judge Meyer suggested that we get a copy of the hearing transcript that would better explain his order.
>
> Do I need to go get the transcript at the county administrative office or is this something you can do digitally?
>
> Thanks,
> Paul
>
> On 8/31/2018 9:00 AM, Office Office wrote:
>> Dear Mr. Dulberg:
>>
>> Attached please find the Defendants Reply in Support of their Motion to Dismiss along with their letter to the Judge.
>>
>> Please note there is a hearing on their Motion to Dismiss set for September 12, 2018 at 10:00 a.m. We will keep you advised of what transpires that day in Court.
>>
>> If you have any questions, please let me know.
>>
>> Melissa J. Podgorski
>> Paralegal
>> The Gooch Firm
>> 209 South Main Street
>> Wauconda, Illinois 60084
>> (847) 526-0110 (phone)
>> (847) 526-0603 (fax)
>>
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From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Dulberg vs. Law Offices of Thomas J. Popovich, P.C., et a.
Date: September 12, 2018 at 12:33 PM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

PD

Hi Sabina, Tom,
I missed either of you in court this morning. I did not bring my phone into the courthouse so I couldn't call you.
Hope nothing bad happened to delay you and that everyone is okay.

From what I understood, Judge Meyer moved forward without you and struck down the vast majority of our amended pleading as conclusions or redundant.
I have a pink copy of the courts order that I can drop off at your office this afternoon.
Judge Meyer suggested that we get a copy of the hearing transcript that would better explain his order.

Do I need to go get the transcript at the county administrative office or is this something you can do digitally?

Thanks,
Paul

On 8/31/2018 9:00 AM, Office Office wrote:

> Dear Mr. Dulberg:
>
> Attached please find the Defendants Reply in Support of their Motion to Dismiss along with their letter to the Judge.
>
> Please note there is a hearing on their Motion to Dismiss set for September 12, 2018 at 10:00 a.m. We will keep you advised of what transpires that day in Court.
>
> If you have any questions, please let me know.
>
> Melissa J. Podgorski
> Paralegal
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Dulberg vs. Law Offices of Thomas J. Popovich, P.C., et a.
Date: September 7, 2018 at 10:06 AM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

PD

Please find the attached comments_on_Letter_to_Judge_Meyer.txt file

Will see you on Monday to discuss

Thanks,
Paul

On 8/31/2018 9:00 AM, Office Office wrote:

> Dear Mr. Dulberg:
>
> Attached please find the Defendants Reply in Support of their Motion to Dismiss along with their letter to the Judge.
>
> Please note there is a hearing on their Motion to Dismiss set for September 12, 2018 at 10:00 a.m. We will keep you advised of what transpires that day in Court.
>
> If you have any questions, please let me know.
>
> Melissa J. Podgorski
> Paralegal
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

comments_on_L
etter_t...eyer.txt

Comments on "Letter to Judge Meyer" by MAST defendents....

Defendents wrote: "What did they (the McGuires) do wrong?"

a) MCGUIRES purchased and provided GAGNON a chainsaw without following the directions and heeding the warnings clearly printed in the operator's manual's that accompanied the chainsaw. Chainsaw was purchased on 5-22-2011 and was first used on 6-28-2011, the day DULBERG was injured.

b) The operator's manual clearly states in large, bold font: "WARNING - To ensure safe and correct operation of the chainsaw, ths operator's manual should always be kept with or near the machine. Do not lend or rent your chainsaw without the operator's instruction manual."

c) Just under this warning on the same page the operator's manual clearly states in large, bold font: "WARNING - Allow only persons who understand this manual to operate your chainsaw."

d) The manual has a list clearly labeled as "SAFETY RULES". The first listed rule is: "Read this manual carefully until you completely understand and can follow all safety rules, precautions, and operatng instructions before attempting to use the unit."

e) The second listed safety rule is: "Restrict the use of your saw to adult users who understand and can follow safety rules, precautions, and operating instructions found in this manual."

f) The fourth listed safety rule is: "Keep children, bystanders, and animals a minimum of 35 feet (10 meters) away from the work area. Do not allow other people or animals to be near the chainsaw when starting or operating the chainsaw (Fig.2)." There is a large picture next to this rule of people standing at least 35 feet away from a person operating a chainsaw.

g) The MCGUIRES asked DULBERG to help GAGNON. DULBERG did not go to the MCGUIRES property to help cut down a tree. He went to see if he wanted the wood. Only after he was on the property for more than two hour was he asked by the MCGUIRES if he could help GAGNON.

i) Had the MCGUIRES read and followed the warnings and safety rules in the operators manual, the injury to DULBERG could not have occurred.

j) The MCGUIRES were in possession of the owners manual and looked at it while DULBERG was present, however they asked DULBERG to help GAGNON anyway. They had the manual and DULBERG did not. They had access to knowledge about the warnings clearly stated in the manual that DULBERG did not have. "A duty to warn exists where there is unequal knowledge, actual or constructive, and the defendant, possessed of such knowledge, knows or should know that harm might or could occur if no warning is given." (many citations available)

Defendents wrote: "There is no factual allegation as to why such an expert mattered."

The expert on chainsaw use later retained by DULBERG stated that the owners of the chainsaw are liable for not heeding the clear warnings written in bold font on the operator's manual.

Defendents wrote: "DULBERG fails to specify how he was misled. Even if MAST made a mistake about the MCGUIRES' insurance coverage, it made no difference, and there was no damage. DULBERG cannot explain why $300,000 versus $100,000 in coverage made any difference, when he settled for $5,000. Had he settled for $99,999.99, his argument for damages may be colorable. In any event, he alleges no facts in support of the allegation that facts were "concealed.""

MAST never claimed the McGuires insurance policy limit was $100,000. He claimed the GAGNON insurance policy limit was $100,000 when it was actually $300,000. DULBERG never knew what GAGNONs actual coverage was until he retained new counsel.

DULBERG still does not know what the MCGUIRES' policy limit was because MAST never informed him despite repeated requests to MAST by DULBERG for that information. In fact, there is no evidence at all within the case documents later given by MAST to DULBERG that MAST was ever in possession of the MCGUIRES' policy terms or limits.

DULBERG explicitly asked for documents related to the MCGUIRES' insurance policy and was refused by MAST.

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg vs. Law Offices of Thomas J. Popovich, P.C., et a.
Date: August 31, 2018 at 9:21 AM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

PD

Thank you for the copy.

My blood boils when I read their responses so I'll need the weekend to cool off and look at this objectively.

Thank you again,
Paul

On 8/31/2018 9:00 AM, Office Office wrote:

> Dear Mr. Dulberg:
>
> Attached please find the Defendants Reply in Support of their Motion to Dismiss along with their letter to the Judge.
>
> Please note there is a hearing on their Motion to Dismiss set for September 12, 2018 at 10:00 a.m. We will keep you advised of what transpires that day in Court.
>
> If you have any questions, please let me know.
>
> Melissa J. Podgorski
> Paralegal
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
> This communication is covered by the Electronic Communications Privacy Act, found at 18 U.S.C. 2510 et. seq. and is intended to remain confidential and is subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and all attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

From: **me** pdulberg@comcast.net
Subject: Fwd: Re: Dulberg v. Law Offices of Thomas Popovich, et al.
Date: August 16, 2018 at 2:12 PM
To: Office Office office@goochfirm.com

PD

-------- Forwarded Message --------
Subject: Re: Dulberg v. Law Offices of Thomas Popovich, et al.
Date: Thu, 16 Aug 2018 10:17:30 -0500
From:me <pdulberg@comcast.net>
To: Sabina Walczyk <swalczyk@goochfirm.com>

Hi Sabina,
Please find the attached ReplytoDraft.txt file for your review.
If you have any issues with this file please let me know so I can get you a workable copy asap.

Did you or Tom consult with or pick a premises liability expert?

I'm available all day to discuss the changes suggested in the attached file.

Thank you,
Paul

847-497-4250

On 8/15/2018 11:50 AM, Sabina Walczyk wrote:

> Hi Paul,
> Here is a copy of the draft of our Response.
> I incorporated parts of your notes in the Response as well.
>
> Sabina D. Walczyk
> Associate Attorney
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
> This communication is covered by the Electronic Communications Privacy Act, found at 18 U.S.C. 2510 et. seq. and is intended to remain confidential and is subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and all attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.
>
> **From:** me <pdulberg@comcast.net>

Sent: Tuesday, August 14, 2018 8:38 AM
To: Office Office <office@goochfirm.com>
Cc: Thomas W. Gooch III <gooch@goochfirm.com>; Sabina Walczyk <swalczyk@goochfirm.com>; Nikki <nikki@goochfirm.com>
Subject: Re: Dulberg v. Law Offices of Thomas Popovich, et al.

Good Morning Sabina and Tom,

Do we have a draft of our response that I can review?

Thanks,
Paul

On 7/20/2018 1:42 PM, Office Office wrote:

> Dear Mr. Dulberg:
>
> Attached please find the Order that was entered today in regards to the above-referenced matter.
>
> Please note this matter was set for hearing on Defendant's Motion to Dismiss First Amended Complaint on September 12, 2018 at 10:00 a.m. We will keep you advised of what transpires in Court that day.
>
> In the interim, if you have any questions please let us know.
>
> Thank you,
>
> Melissa J. Podgorski
> Paralegal
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

ReplytoDraft.txt

Argument

9. In this case, DULBERG was an invitee of the McGuires. ìAn invitee is defined as one who enters the premises of another with the owner's or occupier's express or implied consent for the mutual benefit of himself and the owner, or for a purpose connected with the business in which the owner is engaged.î Rhodes v. Illinois Cent. Gulf R.R., supra. The McGuires had a duty of reasonable care to DULBERG as an invitee because DULBERG was on their property for their benefit, to cut down a tree. (See First Amended Complaint, Exhibit B, ∂6.)

DULBERG was not invited on the property to cut down a tree.

DULBERG was invited on the property to see if he wanted the wood from the tree.

While on the property DULBERG was asked by Caroline McGuire if he could help.

Original:
10. MASTís failure to become familiar with this law, resulted in him coercing and pressuring DULBERG to accept a paltry settlement of $5,000.00 with the McGuries, when in fact their liability was much more, as presented by the expert during the mediation. Based on this law, MAST would have seen that McGuires as homeowners did in fact owe a duty to DULBERG.

Should Read:
10. MASTís failure to become familiar with either Premises Liability Law or Chainsaw Ownership Liability, resulted in him coercing and pressuring DULBERG to accept a paltry settlement of $5,000.00 with the McGuries. Based on Premises Liability Law, MAST would have seen that McGuires as homeowners did in fact owe a duty of reasonable care to DULBERG.

11. Also, had MAST reviewed the law on premise liability, he could have considered the law as to ultrahazardous circumstances and the strict liability of the homeowners. ìIllinois has recognized strict liability principally in two instances:î * * * ì(2) when a defendant engages in ultrahazardous or abnormally dangerous activity as determined by the courts, giving particular consideration, inter alia, to the appropriateness of the activity to the place where it is maintained, in light of the character of the place and its surroundings.î (internal citations omitted) Miller v. Civil Constructors, Inc., 272 Ill.App.3d 263, 266 (2nd Dist., 1995). MAST should have considered strict liability as to the McGuires prior to advising DULBERG to settle.

"premise" should be "premises"
"* * *", Where is the first instance?

15. As to the specific allegations relating to Defendantsí concealment of facts to DULBERT, paragraph 31(k) of the First Amended Complaint, DULBERG stated what was concealed from him by the Defendants. Defendants concealed from DULBERG the actual policy limits from the McGuires and Gagnon, concealed facts relating to the explanation of liability law and what type of duty the McGuires owed to DULBERG, concealed that retaining an expert witness prior to accepting settlement would have been beneficial to DULBERGís case, and concealed the fact that Defendants were handling everything properly when this was not the truth.

"DULBERT" should read "DULBERG"
"actual policy limits from" should read "actual policies and the policy limits for both"
"liability law" could read "Premises Liability law and Chainsaw Ownership Liability"
– the reason for this is the McGuires were subject to both liabilities. The McGuires owned the chainsaw, which clearly stated on page 2 of the owners manual "Allow only persons who understand this manual to operate your chainsaw", on page 7 the owners manual recommends that other people (bystanders) be kept at least 35 feet from someone operating a chainsaw, the McGuires did not heed these warnings nor any other warning contained in the owners manual, and the McGuires also owned the Premises where the work was being done making the McGuires liable not just once but twice as to a breach of duty owed DULBERG. Mast was provided a copy of the Chainsaw Owners Manual at the McGuires Deposition. Mast should have read it since it was Mast who requested it be produced.

Original:
19. DULBERG pled that MAST essentially gave him two options: to take the $5,000.00 settlement or get nothing. DULBERG was coerced into this decision because he was unaware of any other option and forced to take the only available option.

Can be changed to:
19. DULBERG pled that MAST essentially gave him two options: to take the $5,000.00 settlement or get nothing. DULBERG was coerced into this decision because he was unaware of any other option and forced to take the only available option under an artificial time constraint constructed by Mast.

Original:
26. The pleading and exhibit show that DULBERG made the decision to settle after meeting with MAST in person, and MAST telling him that he had no choice but to accept the settlement. DULBERG acted quickly to accept the settlement based on the information that MAST told him that if he would not accept it, the offer would be withdrawn.

Should be Changed to:
26. The pleading and exhibit show that DULBERG made the decision to settle after meeting with MAST in person, and MAST telling him that he had no choice but to accept the settlement. DULBERG acted quickly to accept the settlement based on the information that MAST told him that if he would not accept it, the offer would be withdrawn and the McGuires would win on a summary judgement and get off free.

Original:
27. Simply because Exhibit E states that the release was mailed weeks later, does not mean that DULBERG was not coerced into accepting the settlement based on the information that he was given by his attorney whom he trusted.

Why not reference and exhibit the emails between November 18th and the December 26th letter sent from Mast to Auto Owners Attorney Barch which clearly shows the small time frame Dulberg actually had?
Perhaps this is evidence reserved for discovery and should not be needed at this stage?
Perhaps these facts need to be determined by a jury and not the Judge at this stage?
not sure, need more explanation

Original:
29. Last Defendants raise the issue of proximate cause as to MASTís improper determination of Gagnonís insurance coverage limit being $300,000.00 and not $100,000.00. (See Motion to Dismiss attached as Exhibit A, pg. 7.) As argued above, this allegation supports DULBERGís argument that MAST did not conduct the proper discovery, as evidenced by the incorrect policy limit. Had MAST not breached the standard of care and had he conducted discovery, DULBERG would have had the correct policy amount for Gagnon, and would have the insurance policy for the McGuires in order to make an informed decision as to settlement.

Should Read:

29. Last Defendants raise the issue of proximate cause as to MASTís improper determination of Gagnonís insurance coverage limit being $300,000.00 and not $100,000.00. (See Motion to Dismiss attached as Exhibit A, pg. 7.) As argued above, this allegation supports DULBERGís argument that MAST did not conduct the proper discovery, as evidenced by the incorrect policy limit. Had MAST not breached the standard of care and had he conducted proper discovery, DULBERG would have had the correct policy amount for Gagnon, and would have the insurance policy for the McGuires in order to make an informed decision as to settlement.

Original:
32. DULBERG has proved that the actions and inactions of the Defendants have caused DULBERG damages. (See First Amended Complaint, Exhibit B, ∂31, 32.) Any dispute as to the proximate cause and damages must be left to the jury as it is a factual question. The issues of proximate cause and damages must be determined by a jury or trier of fact after all proper evidence and testimony is presented at trial. Proximate cause is a question of fact to be decided by a jury. (internal citation omitted) (Emphasis added) Hooper v. County of Cook, 366 Ill.App.3d 1, 7 (1st Dist., 2006). ìThe determination of damages is a question of fact that is within the discretion of the jury and is entitled to substantial deference.î (Emphasis added.) Linhart v. Bridgeview Creek Development, Inc., 391 Ill.App.3d 630, 636 (1st Dist., 2009).

Should Read:
32. DULBERG has proven that the actions and inactions of the Defendants had caused DULBERG damages. (See First Amended Complaint, Exhibit B, ∂31, 32.) Any dispute as to the proximate cause and damages must be left to the jury as it is a factual question. The issues of proximate cause and damages must be determined by a jury or trier of fact after all proper evidence and testimony is presented at trial. Proximate cause is a question of fact to be decided by a jury. (internal citation omitted) (Emphasis added) Hooper v. County of Cook, 366 Ill.App.3d 1, 7 (1st Dist., 2006). ìThe determination of damages is a question of fact that is within the discretion of the jury and is entitled to substantial deference.î (Emphasis added.) Linhart v. Bridgeview Creek Development, Inc., 391 Ill.App.3d 630, 636 (1st Dist., 2009).

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Law Offices of Thomas Popovich, et al.
Date: August 14, 2018 at 8:38 AM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

PD

Good Morning Sabina and Tom,

Do we have a draft of our response that I can review?

Thanks,
Paul

On 7/20/2018 1:42 PM, Office Office wrote:

> Dear Mr. Dulberg:
>
> Attached please find the Order that was entered today in regards to the above-referenced matter.
>
> Please note this matter was set for hearing on Defendant's Motion to Dismiss First Amended Complaint on September 12, 2018 at 10:00 a.m. We will keep you advised of what transpires in Court that day.
>
> In the interim, if you have any questions please let us know.
>
> Thank you,
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From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Law Offices of Thomas Popovich, et al.
Date: July 23, 2018 at 8:38 AM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

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From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. The Law Offices of Thomas J. Popovich
Date: July 11, 2018 at 4:00 PM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

PD

Hi Tom & Sabina,

Please find the attached file DULBERG-AMENDED-COMPLAINT-MOTION-TO-DISMISS-REPLY.txt

Note: The Mast to Barch letter dated December 26th, 2013 is in the files I last brought to your office and should be added as an exhibit.
If you need another copy please let me know.

If you have any problems with the attached file please let me know.

Thank you,
Paul
847-497-4250

On 7/10/2018 2:05 PM, me wrote:

> Hi Tom and Sabina,
> Just wanted to touch base and let you know that by sometime tomorrow I should have a very detailed response to questions at the heart of the defendants motion to dismiss for you to review and will get it to you via email.
>
> Please give me a call or lets set up an appointment time, There are a few things I'd like to discuss...
> a.) Hiring a premises liability expert specializing in ultrahazardous situations (I realized that the Chainsaw expert I hired (Dr. Lanford) for the case against GAGNON only spoke of the MCGUIRES partial liability as the owners of the chainsaw, not as The owners of the property and the premises liability issue. I believe these are two very different liabilities and must be addressed.)
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-----Original Message-----
From: me <pdulberg@comcast.net>
Sent: Friday, July 6, 2018 11:13 AM
To: Office Office <office@goochfirm.com>
Cc: Thomas W. Gooch III <gooch@goochfirm.com>; Sabina Walczyk <swalczyk@goochfirm.com>; Nikki <nikki@goochfirm.com>
Subject: Re: Dulberg v. The Law Offices of Thomas J. Popovich

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I will read this in detail over the next few days.

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DULBERG-AMEN...PLY.txt

DULBERG AMENDED COMPLAINT MOTION TO DISMISS REPLY

Page 6, section B: It is written: "What necessary discovery was not conducted?"

1) There is no evidence that MAST pulled the homeowners policy of the property owners. When MAST turned over all documents on the case to DULBERG, neither the McGuire insurance policy nor the Gagnon insurance policy was included in the files. DULBERG repeatedly asked for the policy information but MAST never turned it over. Considering that MAST misrepesented the limits of the GAGNON insurance policy as being $100,000 when it was actually $300,000, there is no evidence that MAST was ever in possession of a copy of the terms of either insurance policy.

2) MAST never consulted a chainsaw expert. DULBERG later obtained a written opinion by a chainsaw expert in which the homeowners were cited as partly liable for the chainsaw accident. DULBERG introduced this expert witness to his new counsel. The new counsel then retained this expert witness and the expert witness helped them win their case by placing liability firmly on GAGNON and the property owners.

3) MAST never consulted a home owner premises liability expert. MAST originally filed a case against the property owners but one year later informed DULBERG that he had no grounds for a case against them. There is no evidence that a premises liability expert was ever consulted before making this decision. Nor could DULBERG make an informed decision based on the information provided by MAST.

4) There was no recognition by MAST that a circumstance which involved the felling of a tall tree and the use of a chainsaw could constitute an ultrahazardous situation which would further increase the level of liability the property owners had a duty to assume under Illinois law.

Page 6, section B: It is written: "What is the law pertaining to property owner's duties and responsibilities?"

The Premises Liability Act (740 ILCS 130/1), which provides, in pertinent part:

ß 2. The distinction under the common law between invitees and licensees as to
the duty owed by an owner or occupier of any premises to such entrants is abolished.

The duty owed to such entrants is that of reasonable care under the circumstances regarding the state of the premises or acts done or omitted on them.

Therefore the law requires the property owners (MCGUIRES) owe the duty of reasonable care to the invitee (DULBERG). Furthermore, the felling of a tree and use of a chainsaw may be considered as an "ultrahazardous" circumstance which would require of the property owners the duty of a higher degree of liability (strict liability) toward the invitee (DULBERG).

Page 6, section B: It is written: " How did defendents falsely advise DULBERG that the actions taken regarding the McGuires was proper?"

MAST did so repeatedly through email exchanges and telephone conversations and in person with a witness present.

Page 6, section B: It is written: "What was concealed from DULBERG?"

The following were either concealed from DULBERG or simply not obtained or not known to MAST:

1) The terms of the MCGUIRES' insurance policy concerning coverage or specifics of premises liability.

2) The terms of the GAGNON insurance policy concerning coverage or specifics of liability.

3) Copies of the actual insurance policies.

4) A clear and accurate explanation of the Premises Liability Act (740 ILCS 130/1) regarding the MCGUIRES' duty of reasonable care toward an invitee onto their property.

5) A recognition that an invitee on the MCGUIRE property asked by the MCGUIRES to engage in chainsaw work could require the duty of a higher degree of liability than that of reasonable care due to the fact that the invitee (DULBERG) was asked to participate in what could be construed as an "ultrahazardous" undertaking.

6) Any explanation that the use of an expert witness concerning chainsaw use could be consulted to firmly establish the liability of GAGNON and the MCGUIRES concerning the accident. (As was later done by DULBERG.)

7) Any explanation that the use of an expert witness concerning premises liability law could be consulted to establish liability of the property owners (MCGUIRES) in providing the chainsaw to GAGNON without heeding the clear warnings stated in the owners manual.

8) Any explanation that the use of an expert witness concerning premises liability law could be consulted to establish liability of the property owners (MCGUIRES) for asking an invitee (DULBERG) to participate in what could be construed as an ultrahazardous situation, thus requiring the duty of strict care toward the invitee.

9) That DULBERG had sufficient time to seek advice from other attorneys before accepting the MCGUIRE offer.

Page 7: It is written: "Additionally, DULBERG's allegation of coercion are not supported by his own pleadings. It is reasonably inferred from the pleadings that DULBERG had ample time to retain another attorney (in fact later he did). Exhibit E to his first amended complaint establishes that he deliberated over the decision to settle, and mailed a signed release back to MAST. So how was he coerced, when he alleges he met with MAST, and then later mailed the executed release?"

There is direct email evidence that DULBERG was first informed of the $5,000 settlement offer on November 18th 2013. (evidence email: Hans Mast2-207.pdf)

There is written evidence through emails that DULBERG did not agree with MAST's advice to accept the settlement offer from November 18th 2013 to December 19th 2013. (evidence email: Hans MAST2-207.pdf to HANS MAST2-187.pdf)

Within the email evidence MAST clearly states that DULBERG has only 2 choices, to accept the $5,000 settlement or receive nothing.

Within the email evidence DULBERG clearly explains why he disagrees with MAST's advice.

DULBERG agrees to accept the $5,000 settlement only after meeting MAST in his office sometime between December 19th and December 24th with a third party witnessing the meeting.

DULBERG reluctantly agreed to accept the settlement offer only after MAST informed him that if he doesnít accept the offer the offer will be withdrawn and DULBERG will receive nothing.

MAST informed DULBERG that the other party was being generous by making this offer since they had no legal obligation to do so.

MAST explained his reasoning both in emails and at the meeting with DULBERG.

Therefore DULBERG made his decision to accept the offer over a period of less than one week under the assumption that he had only two choices, $5,000 or nothing and that the offer could be rescinded at any moment and the MCGUIRE case dismissed.

EXHIBIT E in the first amended complaint DOES NOT establish that DULBERG deliberated over the decision to settle with the MCGUIRES up

until January 31st. A letter dated December 26th 2013 from MAST to the MCGUIRES' counsel proves the decision to settle was made before December 26th 2013. (evidence EXIBIIT - BARCH LETTER TO BE ADDED)

The email evidence cited earlier, the letter to the MCGUIRE counsel, and the third party witness to the meeting between MAST and DULBERG clearly establishes that DULBERG made the decision to accept the offer of $5,000 over a period of less than one week under the assumption that if he didnít accept quickly he would receive nothing. DULBERG believed this because that is what MAST repeatedly told Dulberg.

Page 7: It is written: "Moreover, his allegations regarding the failure to retain an expert are unsupported. He fails to explain why his successor counsel did not retain an expert at the appropriate time if necessary."

DULBERG did contact an expert on his own before he obtained successor counsel. He introduced the expert to his successor counsel when he entered into contract with them. His successor counsel retained the expert at DULBERG's expense and won their case with the help of this expert testimony.

There is no evidence that MAST ever consulted with an expert witness on chainsaws or with an expert witness on premises liability. When DULBERG later consulted a chainsaw expert, the expert stated that the MCGUIRES are indeed partly responsible for the chainsaw accident by purchasing and providing GAGNON with a chainsaw without ever reading or following the instructions in the operator's manual. The expert stated within his findings:

"Mr. and Mrs. McGuire who owned the saw apparently did not heed the warnings posted on page 2
of the owners manual which states, ìAllow persons only who understand this manual to operate your chainsaw.î"

and

"After the review of the above evidence, it is my opinion tht Mr. Gagnon was fully responsible for this accident and his parents - the McGuires were also somewhat responsible by letting their son, Mr.

Gagnon, use their chainsaw – a potentially dangerous tool – without enforcing the warnings and instructions available in the owner's manual."

Also, the first sentence within the introduction of the user's manual states, "To correctly use the chainsaw and prevent accidents, do not start work without having first carefully read this manual."

Had the owners of the chainsaw and of the property heeded the warning stated in bold font on page 2 of the owners manual, as the chainsaw expert stated, the accident never would have happened. Had MAST consulted with a chainsaw expert, he could have seen one of the ways in which the MCGUIRES were responsible for the accident by providing the chainsaw to GAGNON under such circumstances and asking DULBERG to help GAGNON.

Moreover, there is no evidence that MAST ever consulted a premises liability expert to understand how the Premises Liability Act (740 ILCS 130/1) and the duty of "reasonable care" of property owners toward an invitee (DULBERG) could be applied to the MCGUIRES in this specific case.

Page 7: It is written: "Lastly, DULBERG can never properly allege proximately caused damages regarding the allegation in section 31 (e), that GAGNON's insurance coverage was $300,000 and not $100,000. In fact, DULBERG admits in section 24 that he recovered $300,000 in available coverage fron GAGNON. If MAST incorrectly reported the available coverage, it did no cause any damage, as DULBERG's successor counsel was apparently able to recover the full amount of available coverage against the individual who injured DULBERG with a chainsaw."

DULBERG does not allege proximately caused damages directly as a result of MAST repeatedly and incorrectly stating or understanding GAGNON's insurance coverage as $100,000 when it was in reality $300,000.

Dulberg does allege proximately caused damages as a result of MAST not pursuing the MCGUIRES premises liability and their responsibility for providing GAGNON with a chainsaw which was used without reading or understanding the many warnings given within the owners manual.

The fact that MAST incorrectly and repeatedly misrepresented GAGNON's insurance coverage limit as $100,000 when it was in reality $300,000 demonstrates either an intentional effort to mislead DULBERG or it demonstrates MAST never pulled, read carefully, or understood GAGNON's insurance policy.

There is further reason to suspect that MAST never obtained a copy of either GAGNON's or MCGUIRES' insurance policy because copies of neither insurance policy were included in the case documents that MAST turned over to DULBERG as DULBERG was trying to retain new counsel. DULBERG pointed out the absence of both policies to MAST by email yet MAST still refused to allow DULBERG access to copies of either policy.

Since it is not possible to know the MCGUIRES' type of premises liability coverage without pulling and reading the MCGUIRES' insurance policy, it is difficult to understand how MAST could have exercised due diligence in pursuing a case against the MCGUIRES.

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. The Law Offices of Thomas J. Popovich
Date: July 10, 2018 at 2:05 PM
To: Office Office office@goochfirm.com
Cc: Thomas W. Gooch III gooch@goochfirm.com, Sabina Walczyk swalczyk@goochfirm.com, Nikki nikki@goochfirm.com

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>
> -----Original Message-----
> From: me <pdulberg@comcast.net>
> Sent: Friday, July 6, 2018 11:13 AM
> To: Office Office <office@goochfirm.com>
> Cc: Thomas W. Gooch III <gooch@goochfirm.com>; Sabina Walczyk <swalczyk@goochfirm.com>; Nikki <nikki@goochfirm.com>
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From: **me** pdulberg@comcast.net
Subject: Fwd: Fwd: Dropped off documents
Date: May 29, 2018 at 2:16 PM
To: Office Office office@goochfirm.com

PD

Hi Tom,
I jumped the gun last week when I found those documents.
I wrote "

The
earliest two letters show that Hans Mast and Ronald Barch agreed on a
settlement a month before Hans Mast sent me anything. The second two
letters were Hans Mast trying to get me to sign off on the deal. Hans
Mast sent the second letter to me because I refused to sign the first.
When I refused to sign the second is when Hans Mast had myself and
Thomas Kost (my brother) in his office asap and hit us with his false
dichotomy intending to mislead us because we are not lawyers and had no
way to confirm or deny what Hans Mast was saying."

These Dates and activities are not necessarily true. I found the original emails over this time period and am currently reviewing and in the process of making a new timeline.
Ill send you a detailed accurate timeline of events very soon with using the original emails as proof.

Thank you,
Paul
Paul Dulberg
847-497-4250

-------- Forwarded Message --------
Subject: Fwd: Dropped off documents
Date: Thu, 24 May 2018 14:08:41 -0500
From:me <pdulberg@comcast.net>
To:tkost999@gmail.com

-------- Forwarded Message --------
Subject: Dropped off documents
Date: Thu, 24 May 2018 13:59:48 -0500
From:me <pdulberg@comcast.net>
To: Office Office <office@goochfirm.com>

Hi Tom,

I dropped off the documents I spoke of in yesterdays email at your
office. I believe your employees were out to lunch but another lawyer
there gladly made copies and said they would get to you.
They are the communications Between Hans Mast and the second Bankruptcy
Trustee. I have not found the communications with the first Bankruptcy
trustee yet. It shows that Hans Mast was trying to mislead the trustee
into the belief that the case could not recover even the medical bills.
Also with this batch is the order from the bankruptcy trustee / court
ordering this case into arbitration. That answers who ordered it into
arbitration.

I also included communications between Hans Mast and Ronald Barch, an
attorney with Auto-Owners insurance. Included are two letters from Hans
Mast to me. These communications all show the dates at the top. The
earliest two letters show that Hans Mast and Ronald Barch agreed on a
settlement a month before Hans Mast sent me anything. The second two
letters were Hans Mast trying to get me to sign off on the deal. Hans
Mast sent the second letter to me because I refused to sign the first.
When I refused to sign the second is when Hans Mast had myself and
Thomas Kost (my brother) in his office asap and hit us with his false
dichotomy intending to mislead us because we are not lawyers and had no

way to confirm or deny what Hans Mast was saying.
Hans Mast abused my Trust!

I am continuing to go through Baudins case file and will get you anything else I find.

Thanks again and let me know when we are meeting to rewrite the complaint,
Paul

Paul Dulberg
847-497-4250

From: **me** pdulberg@comcast.net
Subject: Dropped off documents
Date: May 24, 2018 at 1:59 PM
To: Office Office office@goochfirm.com

PD

Hi Tom,

I dropped off the documents I spoke of in yesterdays email at your office. I believe your employees were out to lunch but another lawyer there gladly made copies and said they would get to you.
They are the communications Between Hans Mast and the second Bankruptcy Trustee. I have not found the communications with the first Bankruptcy trustee yet. It shows that Hans Mast was trying to mislead the trustee into the belief that the case could not recover even the medical bills.
Also with this batch is the order from the bankruptcy trustee / court ordering this case into arbitration. That answers who ordered it into arbitration.

I also included communications between Hans Mast and Ronald Barch, an attorney with Auto-Owners insurance. Included are two letters from Hans Mast to me. These communications all show the dates at the top. The earliest two letters show that Hans Mast and Ronald Barch agreed on a settlement a month before Hans Mast sent me anything. The second two letters were Hans Mast trying to get me to sign off on the deal. Hans Mast sent the second letter to me because I refused to sign the first. When I refused to sign the second is when Hans Mast had myself and Thomas Kost (my brother) in his office asap and hit us with his false dichotomy intending to mislead us because we are not lawyers and had no way to confirm or deny what Hans Mast was saying.
Hans Mast abused my Trust!

I am continuing to go through Baudins case file and will get you anything else I find.

Thanks again and let me know when we are meeting to rewrite the complaint,
Paul

Paul Dulberg
847-497-4250

From: **me** pdulberg@comcast.net
Subject: Found correspondence
Date: May 23, 2018 at 1:07 PM
To: Office Office office@goochfirm.com

PD

Hi Tom,

I was going over the paperwork as a refresh because you planned to meet with me prior to the next court date to revise the complaint and I wanted to make sure I get it right.

In doing so, I found the letter I spoke of during our first meeting. It is the correspondence between Hans Mast and the Bankruptcy Trustee concerning the value of the litigation. On January 7, 2015 Hans Mast wrote the Bankruptcy trustee explaining that he calculated that the medical expenses related to the occurrence as exceeding $60,000. However, it was his belief that any eventual recovery would be much less. He even goes further saying that he would be perusing settlement negotiations and he was not sure how this case would end up.

This corroborates what I talked about in your office with regards to Hans fibbing to the Bankruptcy trustee and prior to that, to me about what this case was worth which is what caused me to go see a bankruptcy attorney in the first place.

Even you pulled up the estimated value of a case such as mine in a few seconds and hit it almost dead on. How can an seasoned personal injury attorney of over 20 years like Hans Mast be off by more than $600k and recommend settling out with the insurance company for only 5k?

I have the letter and can drop off a copy at your office as soon as tomorrow.

Thanks and please let me know when you wish to meet,
Paul

From: **me** pdulberg@comcast.net
Subject: Re: Dulberg v. Popovich, et al.
Date: May 11, 2018 at 10:39 AM
To: Office Office office@goochfirm.com

PD

Hi Melissa,

Please have Tom give me a call to explain what this means and discuss my options.

Thank you,
Paul

Paul Dulberg
847-497-4250

On 5/11/2018 10:10 AM, Office Office wrote:

> Dear Mr. Dulberg:
>
> Attached please find the Order that was entered on May 10, 2018, in regards to the above-referenced matter.
>
> Please note we have until June 7, 2018 to file our First Amended Complaint. Defendants have until July 5, 2018 to answer the Amended Complaint.
>
> The next court date in this matter is July 20, 2018 at 9:00 a.m. for status of pleadings.
>
> If you have any questions, please let us know.
>
> Melissa J. Podgorski
> Paralegal
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **me** pdulberg@comcast.net
Subject: Re: Motion to Dismiss Received
Date: April 12, 2018 at 10:52 AM
To: Office Office office@goochfirm.com

PD

Hi Margaret & Tom,

Thank you for the copies and keeping me updated.

I noticed part of the defense argument was centered around our response to "defendants combined motion to dismiss" #4. In there it states that; "DULBERG's gross award of $660,000 was cut to only $300,000 due to a high-low agreement that was executed as part of the McGuire settlement."

" was executed as part of the McGuire settlement." must be a typo. "was accepted because of the McGuire settlement" is much closer to the truth.

Im not exactly sure who or where the hi-low idea originated but I suspect it was Allstate Insurance for GAGNON. Randy Jr & Kelly Baudin would know the details.

Should I contact them?

Thank you both again and I wish you the best at your new Job Margaret,
Paul
847-497-4250

On 2/8/2018 11:00 AM, Office Office wrote:

> Please find attached the Defendants Combined Motion to Dismiss and Memorandum supporting their motion. Also attached is the Notice of Motion for February 27, 2018. You do not need to appear at this time Paul, but may do so if you wish. The attorneys will appear to get dates and set a briefing schedule to argue the motion at a later time.
>
> Thank you,
>
> Margaret G. Buckley
> Paralegal and Office Manager
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Order from today
Date: February 28, 2018 at 2:53 AM
To: Office Office office@goochfirm.com

PD

Hi Margret,

Thank you for the copy of the order.

Please let me know if Tom needs anything that can help with our response.

Paul

847-497-4250

> On February 27, 2018 at 3:26 PM Office Office <office@goochfirm.com> wrote:
>
> Please see attached agreed order on their motion to dismiss,which sets out the briefing schedule. These dates reflect when each parties' written documents should be filed by and the hearing date of May 10 at 10 am.
>
> Thank you,
>
> Margaret G. Buckley
> Paralegal and Office Manager
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Court tomorrow
Date: February 27, 2018 at 7:06 AM
To: Office Office office@goochfirm.com

PD

Ok, thanks

> On February 26, 2018 at 10:38 AM Office Office <office@goochfirm.com> wrote:
>
> Hi Paul:
>
> Tom is out sick and we are having the other side cover the court date tomorrow. We have agreed that they will present their Motion to Dismiss to the Court tomorrow, we will then be given 28 days to respond in writing, they will be given 21 or 14 days to reply, and a hearing will then be set on the motion before the judge.
>
> There is no need for you to appear tomorrow. We will send you a copy of the order once received.
>
> Thank you,
>
> Margaret G. Buckley
> Paralegal and Office Manager
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: RE: Motion to Dismiss Received
Date: February 18, 2018 at 6:15 AM
To: Office Office office@goochfirm.com

PD

Hi Margret,

Sorry but my apple device died and i was without access to the internet for a while, thats why i had limited access to the email. I now have a new device and am setting it up this morning. I have access to email but am still working out the phone text part. Hope to be back to normal today.

Thank you for the update.

Paul

> On February 13, 2018 at 8:42 AM Office Office <office@goochfirm.com> wrote:
>
> We do most everything by email as it's the way you get copies of things.
>
> There will be a briefing schedule set to argue the motions and you will receive copies of each motion by email. This is pretty routine, to have a motion to dismiss. If he has any issues or things to discuss I'll ask him to call you. His position is that these are legal arguments for the lawyers to hammer out.
>
> I'll send you copies of everything. Thanks!
>
> Margaret G. Buckley
> Paralegal and Office Manager
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
> This communication is covered by the Electronic Communications Privacy Act, found at 18 U.S.C. 2510 et. seq. and is intended to remain confidential and is subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and all attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.
>
> **From:** Paul Dulberg [mailto:pdulberg@comcast.net]
> **Sent:** Monday, February 12, 2018 2:17 PM
> **To:** Office Office <office@goochfirm.com>
> **Subject:** Re: Motion to Dismiss Received
>
> Hi M

Hi Margret,

Thank you for the update.

Please let me know if Tom see's any issues in defeating their motions.

I am available just about anytime by phone but i only check email a few times a week.

Thank you again,

Paul

Paul Dulberg

847-497-4250

On February 8, 2018 at 11:00 AM Office Office <office@goochfirm.com> wrote:

Please find attached the Defendants Combined Motion to Dismiss and Memorandum supporting their motion. Also attached is the Notice of Motion for February 27, 2018. You do not need to appear at this time Paul, but may do so if you wish. The attorneys will appear to get dates and set a briefing schedule to argue the motion at a later time.

Thank you,

Margaret G. Buckley
Paralegal and Office Manager

The Gooch Firm
209 South Main Street
Wauconda, Illinois 60084
(847) 526-0110 (phone)
(847) 526-0603 (fax)

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Motion to Dismiss Received
Date: February 12, 2018 at 2:17 PM
To: Office Office office@goochfirm.com

PD

Hi Margret,

Thank you for the update.

Please let me know if Tom see's any issues in defeating their motions.

I am available just about anytime by phone but i only check email a few times a week.

Thank you again,

Paul

Paul Dulberg

847-497-4250

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>
> Please find attached the Defendants Combined Motion to Dismiss and Memorandum supporting their motion. Also attached is the Notice of Motion for February 27, 2018. You do not need to appear at this time Paul, but may do so if you wish. The attorneys will appear to get dates and set a briefing schedule to argue the motion at a later time.
>
> Thank you,
>
> Margaret G. Buckley
> Paralegal and Office Manager
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Dulberg v. Law Offices of Thomas J. Popovich, P.C. and Hans Mast
Date: January 5, 2018 at 9:17 AM
To: Office Office office@goochfirm.com

PD

Hi Margret,

Hope everyone had a good holiday and Thank You for sending copies of this.

I'm not sure what this is, sounds like a delay or continuance of some sort?

Please let me know

Thanks,

Paul

Paul Dulberg

847-497-4250

> On December 28, 2017 at 3:36 PM Office Office wrote:
>
> Paul: Attached are the following received today on your case:
>
> 1. Notice of Motion
> 2. Defendants' Motion for Extension of Time to Answer or Otherwise Plead
> 3. Appearance on behalf of Defendants
>
> Margaret G. Buckley
> Paralegal
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Service of Process
Date: December 4, 2017 at 2:06 PM
To: Office Office office@goochfirm.com

PD

Hi Margret,

Thank you for keeping me informed and I hope you enjoyed your vacation,

Paul

> On December 4, 2017 at 11:02 AM Office Office <office@goochfirm.com> wrote:
>
> Hi Paul:
>
> I was out Friday on vacation, however, I received an email from the process server indicating both Hans Mast and the Law Firm had been served.
>
> Once I receive the invoice from the process server, and since you have paid us in advance for costs, we will pay it and obtain the returns of service to file with the court. I believe the charges will be $130.00 but will send you the invoice for your records as well as add it to our firm invoice to track payment.
>
> The front page of the file stamped complaint we sent you shows the court date. You don't have to be there because it's just a status hearing, but you can be if you want. The date is 2.27.17.
>
> Thanks,
>
> Margaret G. Buckley
> Paralegal
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
>

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Filing Fees needed prior to filing suit
Date: November 27, 2017 at 9:25 AM
To: Office Office office@goochfirm.com

PD

Hi Margret,

In addition to the corrections listed in last Wednesdays email, I'd like to know what Tom thinks about changing number 20 where it says, "DULBERG realized for the first time" to perhaps DULBERG fully realized for the first time.

My thinking is this, I started to get hints that things were wrong first from the treating Dr's, one of them, Dr Kujawa who came out and said the firm I had handling the case was asking all the Dr's the wrong questions during their depositions, then from the first bankruptcy trustee when she said that the lawyer I had handling the personal injury case was wrong about the amount the case was worth, how they handled it so far and that I should find a new lawyer, then from an attorney that I was interviewing after the Popovich firm withdrew who wrote me a letter saying he wouldn't take the case because of the way the Popovich firm released the McGuires insurance, then when I read the chainsaw liability expert's report just before the ADR hearing where in his report he clearly put negligence on the McGuires, then I finally and fully understood the extent of the damages of Popovich's negligence after the ADR Binding Mediation Hearing and thats when The Baudin Firm sent me to see Tom Gooch.

I'd suppose that if the Popovich insurance lawyer fights one of the key things they will try to get out of me in a deposition is when I first realized there was a problem hoping to get off on some technicality. But things are not always black and white. I was getting hints there was a problem the whole way but it only fully revealed itself to me once I met with Tom Gooch.

I'm available for Tom to reach me about this anytime

Thanks,
Paul

847-497-4250

> On November 22, 2017 at 10:32 AM Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hi Margret,
>
> I can stop in today with a check for the filing fee.
>
> Will you be there till 5pm today or are you closing earlier due to the holiday?
>
> On another note;
>
> Tom asked me to read over the complaint and email you with any corrections or concerns. the following items are what I have found at first glance.
>
> On page 2, 6th item it says; "having been called by his neighbors Caroline McGuire and William McGuire..."
>
> To be correct it could simply read "having been asked" rather than "having been called"
>
> Explanation: Their son David Gagnon called me on the phone the day before and asked if I wanted the wood from a tree he was cutting down at his (moms) Caroline and William McGuies home and I told David Gagnon I would stop by the next day to see what he had. Caroline McGuire asked me to help her son David once I was already there because her husband was tired and went into the house

and David Gagnon was complaining to her that he needed help. Thats when Caroline McGuire asked me to help.

Page 2, 6th item it says "Dulberg was an adjoining property owner."

This is False, I live 2 roads over from the McGuires property and cannot even see their property from my property.

Thats about it at first glance. I will email more if I find anything else.

Thanks,

Paul

> On November 22, 2017 at 9:44 AM Office Office <office@goochfirm.com> wrote:
>
> Hi Paul,
>
> Tom asked me to obtain the filing fees from you (which I mentioned in my earlier email) prior to filing suit. I am not certain if he remembered to ask you for these when you were in last night, and I was gone before your appointment ended. These costs for the filing & service fees are mentioned in your retainer agreement, paragraph 3, as expenses the client must pay in addition to the attorney's retainer fee. My instruction from Tom yesterday was that we cannot file the suit until we have these fees from you.
>
> The breakdown is as follows:
>
> McHenry County Court Filing Fee: $ 464.50 (252.00 Court Fees, $212.50 Jury of 12 Demanded)
>
> Service fees $ 130.00 (two separate defendants, $65 each)
>
> Total needed: **$594.50**
>
> We look forward to receiving your check as soon as possible. If sending a check you may make this payable to: The Gooch Firm and note Filing & Service Fees in the memo section. If you pay by credit card we can accept a payment over the phone.
>
> Thank you and happy holidays,
>
> Margaret G. Buckley
> Paralegal
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)

From: **Paul Dulberg** pdulberg@comcast.net
Subject: RE: Filing Fees needed prior to filing suit
Date: November 22, 2017 at 10:36 AM
To: Office Office office@goochfirm.com

PD

Im leaving now, should be there but may be as late as 11:10am

> On November 22, 2017 at 10:32 AM Office Office <office@goochfirm.com> wrote:
>
> We are leaving at 11 today and closed until Monday.
>
> Margaret G. Buckley
> Paralegal
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
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>
> **From:** Paul Dulberg [mailto:pdulberg@comcast.net]
> **Sent:** Wednesday, November 22, 2017 10:32 AM
> **To:** Office Office <office@goochfirm.com>
> **Subject:** Re: Filing Fees needed prior to filing suit
>
> Hi Margret,
>
> I can stop in today with a check for the filing fee.
>
> Will you be there till 5pm today or are you closing earlier due to the holiday?
>
> On another note;
>
> Tom asked me to read over the complaint and email you with any corrections or concerns. the following items are what I have found at first glance.

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To be correct it could simply read "having been asked" rather than "having been called"

Explanation: Their son David Gagnon called me on the phone the day before and asked if I wanted the wood from a tree he was cutting down at his (moms) Caroline and William McGuies home and I told David Gagnon I would stop by the next day to see what he had. Caroline McGuire asked me to help her son David once I was already there because her husband was tired and went into the house and David Gagnon was complaining to her that he needed help. Thats when Caroline McGuire asked me to help.

Page 2, 6th item it says "Dulberg was an adjoining property owner."

This is False, I live 2 roads over from the McGuires property and cannot even see their property from my property.

Thats about it at first glance. I will email more if I find anything else.

Thanks,

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>
> Hi Paul,
>
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>
> The breakdown is as follows:
>
> McHenry County Court Filing Fee: $ 464.50 (252.00 Court Fees, $212.50 Jury of 12 Demanded)
>
> Service fees $ 130.00 (two separate defendants, $65 each)
>
> Total needed: **$594.50**
>
> We look forward to receiving your check as soon as possible. If sending a check you may make this payable to: The Gooch Firm and note Filing & Service Fees in the memo section. If you pay by credit card we can accept a payment over the phone.
>
> Thank you and happy holidays,

Margaret G. Buckley
Paralegal

The Gooch Firm
209 South Main Street
Wauconda, Illinois 60084
(847) 526-0110 (phone)
(847) 526-0603 (fax)

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Filing Fees needed prior to filing suit
Date: November 22, 2017 at 10:32 AM
To: Office Office office@goochfirm.com

PD

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On another note;

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On page 2, 6th item it says; "having been called by his neighbors Caroline McGuire and William McGuire..."

To be correct it could simply read "having been asked" rather than "having been called"

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Thanks,

Paul

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The breakdown is as follows:

McHenry County Court Filing Fee: $ 464.50 (252.00 Court Fees, $212.50 Jury of 12 Demanded)

Service fees $ 130.00 (two separate defendants, $65 each)

Total needed: **$594.50**

We look forward to receiving your check as soon as possible. If sending a check you may make this payable to: The Gooch Firm and note Filing & Service Fees in the memo section. If you pay by credit card we can accept a payment over the phone.

Thank you and happy holidays,

Margaret G. Buckley
Paralegal

The Gooch Firm
209 South Main Street
Wauconda, Illinois 60084
(847) 526-0110 (phone)
(847) 526-0603 (fax)

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Re: Retainer
Date: November 22, 2017 at 6:21 AM
To: Office Office office@goochfirm.com

PD

Hi Margret,

I'm sorry to say but if I had a dated copy it would have been in the boxes of documents you scanned.

If you cant find it in the scanned documents please let me know, I can go through the boxes again over this thanksgiving weekend.

Let me know either way.

Thanks,

Paul

PS. Honestly, My memory is a bit foggy due to the time that's elapsed since I first met with Hans Mast and signed that agreement but the way I remember it Hans had me sign the agreement and it didn't have a date on it. I remember asking about that cause I thought I had to fill it in and I wasn't very good at writing anymore due to the accident and Hans said something about it doesn't matter because his secretary Sheila would take care of that. I just said ok and signed my name as best as I could at the time. I trusted it would have been done.

> On November 21, 2017 at 1:02 PM Office Office <office@goochfirm.com> wrote:
>
> Hi Paul,
>
> I emailed Myrna at Randy's office when I didn't hear back from you and she provided a signed copy of the retainer with Popovich, however, it is not dated. If you have any additional copies of this, please print them and bring them with you today at 4 pm.
>
> Thanks,
>
> Margaret G. Buckley
> Paralegal
>
> The Gooch Firm
> 209 South Main Street
> Wauconda, Illinois 60084
> (847) 526-0110 (phone)
> (847) 526-0603 (fax)
>
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From: **Paul** pdulberg@comcast.net
Subject: RE: Motion response
Date: March 12, 2023 at 10:10 AM
To: office@goochfirm.com

PD

Hi Margret,
Thank you for the explanation.
If Tom thinks its better I be there on May 10th let me know.
If for some reason the judge dismisses this can we appeal the decision?

Thank you again And I Wish both of you a happy easter weekend,
Paul

Sent from XFINITY Connect Application

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

From: office@goochfirm.com
To: pdulberg@comcast.net
Sent: 2018-03-29 9:09:47 AM
Subject: RE: Motion response

Hi Paul,

The hearing on the motion to dismiss will take place pursuant to the last order we sent you (I have attached it again) on May 10.

Each side gets time to write out their briefs in argument, the hearing then is oral argument and the judge will rule.

I have asked Tom about the Judge and passed on your email regarding your concerns. Thank you,

Margaret G. Buckley
Paralegal and Office Manager
The Gooch Firm
209 South Main Street
Wauconda, Illinois 60084
(847) 526-0110 (phone)
(847) 526-0603 (fax)

From: Paul <pdulberg@comcast.net>
Sent: Wednesday, March 28, 2018 2:07 PM
To: Office Office <office@goochfirm.com>
Subject: Re: Motion response

Hi Margret,
Thank you for these.
When should we expect a ruling?

Also, im sure Tom already knows this but im going to get it out there anyway;
Judge Meyer is the same judge that oversaw the underlying case, he approved of the McGuire release along with allowing the popovich firm to completely withdraw from the remaining gagnon portion of the case later on. I feel like the wolf is in charge of guarding the sheep from itself. Hopefully I'm wrong.

I prey Judge Meyer sees what the popovich firm did and allows this action to move forward.

If you need anything please let me know.

Thanks,
Paul

Paul Dulberg
847-497-4250

Sent from XFINITY Connect Application

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

From: office@goochfirm.com
To: pdulberg@comcast.net
Sent: 2018-03-28 10:23:11 AM
Subject: Motion response

Hi Paul,

Here's the files stamped copies from the court of the response filed yesterday, for your records.

Thanks,

Margaret G. Buckley
Paralegal and Office Manager
The Gooch Firm
209 South Main Street
Wauconda, Illinois 60084
(847) 526-0110 (phone)
(847) 526-0603 (fax)

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