

From: Paul Dulberg pdulberg@comcast.net 
Subject: Re: Dulberg v Popovich Updated Discovery
Date: May 30, 2019 at 7:01 AM
To: The Clinton Law Firm juliawilliams@clintonlaw.net
Cc: Ed Clinton ed@clintonlaw.net, Mary Winch marywinch@clintonlaw.net

PD

Morning Julia,

Please find the 2 attached files of corrections

Will talk to you about them at the courthouse today.

See you soon,
Paul



Corrections to
Dulber...28.txt



Dulberg's
Answer...28.txt

On May 29, 2019, at 11:58 AM, Paul Dulberg <pdulberg@comcast.net> wrote:

To me, I have nothing said between my attorneys and myself that I feel the need to shield but I honestly don't know enough about the privilege stuff to make an informed decision so I will have to refer to you counsel on that matter.

I am still sorting out emails to get the ones I need. Wish I had used a better program to turn them into PDFs so they wouldn't be such a mess.

Also, If we need to retain Dr. Lanford again, ok just let me know how much and who to make the check out to.

Thanks,
Paul

On May 29, 2019, at 11:29 AM, Julia Williams <juliawilliams@clintonlaw.net> wrote:

Understood. We will prepare the document disclosure, but hold off on the interrogatory answers until we hear from you.

Also, at this time, I have asserted attorney client privilege for any attorneys who represented you AFTER Hans Mast and outside of the Gagnon/McGuire matter.

It may be wise, and we frequently do this, to waive the attorney client privilege as to any attorney that represented you after Attorney Mast and in your bankruptcy and social security disability matters. You hold the privilege and you must specifically authorize the waiver of the privilege.

I would like to consider it a bit more before waiving, but wanted you to consider it as well.

Best Regards,

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

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

On May 29, 2019, at 8:37 AM, Paul Dulberg <pdulberg@comcast.net> wrote:

Morning Julia,

Last night I wrote you saying I would have the changes this morning but that is looking less possible than I had hoped.

Due to my impairment, usually my brother Tom helps me type the responses, scour through the emails, documents and look things up but he has not been available due to the Holiday and him being with his kids this week and last. So, I am finger pecking as fast as I can.

I am having issue with a few of the answers and have noted several changes but the line added to my original draft answer on number 24 of the answers to Popovich Interrogatories is the one that I am scouring through emails and documents about because it bothers me.

First, It was a release that was signed January 29th, Not a settlement authority or settlement demand which the question asks about.

Second, Mast never encouraged me on January 29th, Mast reiterated his same false choice argument of sign it or get nothing he made back in December. Emails on that day show me taking issue with the wording of the agreement but there is more to it than that. There were phone calls between Mast and myself after the final call is when I sent Mast the final email of the day stating that it was signed and mailed and that I had to trust his judgement.

Third, by adding that line to the answer it gives the appearance that somehow I did have until January 29th to decide when that is simply not true. Barch letter to Mast Dated December 26th show when Mast notified the McGuires council the deal was made. Masts response to emails about a letter sent to Mike Thomas being released from his deposition on January 8th show Mast clearly settled with the McGuires already.

Fourth, I had no idea over a month after the meeting in Masts office I would be given the release papers to sign and that I had all that time to think it over. I was told the McGuire deal was done and over.

I am compiling a list of the emails and documents that all show this and will need more time to complete this.

There are other changes as well but most are minor.

Thanks,
Paul

On May 28, 2019, at 6:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hi Julia,
I want to touch base because I'm reading this again and I see a few other things that perhaps should change.
I will have an email with the corrections by tomorrow morning.
Thanks,
Paul

On May 28, 2019, at 2:35 PM, Julia Williams <juliawilliams@clintonlaw.net> wrote:

Dear Paul,

Please find updated responses.

Please note that after our call I determined that we should retain Dr. Landford before disclosing him as an expert witness. We have time to do that.

As to the owner's manual—it would not be considered a photograph—the photographs of the machine in it are not the types of photographs the defendants are looking for. They want actual physical photos at the scene.

Thanks,

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

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<Dulberg's Answers to Hans Mast's Interrogatories to Plaintiff 2019 May 28.docx><Dulberg RTP Resposes 2019 May 28.docx><Dulberg Answers to Thomas Popovich Expert Interrogatories SKELETON DRAFT 2019 May 28.docx>
<Dulberg's Answers to Popovich Interrogatories to Plaintiff 2019 May 28.docx>

ORIGINAL READS:

2. Identify the date and location of any discussion between you and Mast in which Mast represented to you that there was no possibility of any liability against William or Caroline McGuire and/or Auto Owners Insurance Company, and identify what you said to Mast, and what he said to you.

ANSWER:

Various dates between October 2013 to January 2014. The advice was provided via email, text messages, and in person meetings.

EDIT ADD; Telephone conversations

SHOULD READ:

ANSWER:

Various dates between October 2013 to January 2014. The advice was provided via email, text messages, telephone conversations and in person meetings.

2.

EDIT ADD:

Scott Dulberg

8245 Cunat Blvd Apt 2B

Richmond IL 60071

Scott Dulberg is Dulberg's family member and was Dulberg's business partner at Sharp Printing, Inc. He is expected to testify regarding the facts and circumstances as to Dulberg's ability to work, loss of use of arm, and the facts and circumstances of the pain and suffering after the accident.

5.

ORIGINAL READS

ANSWER:

William and Caroline McGuire purchased and provided the chainsaw that was used to cut the branches. William and Caroline McGuire purchased and provided the ropes and straps that Gagnon used to climb the tree. Caroline had the chain saw owner's manual in her possession and instructed Gagnon what fuel/oil ratio to use for the chain saw.

EDIT: Remove "purchased and" from 2nd sentence – we don't have poof of when, where or if the ropes and straps were purchased.

SHOULD READ:

William and Caroline McGuire purchased and provided the chainsaw that was used to cut the branches. William and Caroline McGuire provided the ropes and straps that Gagnon used to climb the tree. Caroline had the chain saw owner's manual in her possession and instructed Gagnon what fuel/oil ratio to use for the chain saw.

5.

ORIGINAL READS

ANSWER:

William and Caroline McGuire instructed Gagnon as to which branches that they wanted removed and where they wanted the branch to fall during the removal process. Gagnon climbed into the tree and cut the branches utilizing the chain saw that the McGuire's provided. The branches would fall to the ground and William would pile the branches in the yard. He also started a fire and burnt some of the branches. At times, William started the chainsaw for Gagnon.

SHOULD READ:

William and Caroline McGuire instructed Gagnon as to which trees and branches that they wanted removed and where they wanted the trees and

branches to fall during the removal process. Gagnon climbed into the tree and cut the branches utilizing the chain saw that the McGuire's provided. The branches would fall to the ground and William would pile the branches in the yard. He also started a fire and burnt some of the branches. At times, William started the chainsaw for Gagnon.

5.

ORIGINAL READS

William, Caroline, and Gagnon had several conversations throughout the morning as to which branches to cut, how to best remove the branches, where the branches would fall, and how to clean them up. William and Caroline instructed Gagnon regarding those matters.

SHOULD READ:

William, Caroline, and Gagnon had several conversations throughout the morning as to which trees and branches to cut, how to best remove the trees and branches, where the trees and branches would fall, and how to clean them up. William and Caroline instructed Gagnon regarding those matters.

5.

ORIGINAL READS

At approximately noon on that same date, William stopped working on cutting down the tree and went into the house. He then came in and out of the house several times throughout the afternoon, at times entering the McGuires' pool that is located on the same property.

SHOULD READ:

At approximately noon on that same date, William stopped working on cutting down the tree and went into the house. He then came out of the house and entered the McGuires' pool that is located on the same property.

5.

ORIGINAL READS:

Gagnon would tell Dulberg which branches to pick up and move to the location where Gagnon was cutting them into smaller pieces or cutting off smaller limbs with the chain saw. Gagnon would also instruct Dulberg as to how and where to hold the limbs so that he could cut the branch with the chain saw. Gagnon placed the larger limb, which was now stripped of the smaller branches in a plie and instructed Dulberg to grab the next limb, which still had the smaller branches, to start the process again.

SHOULD READ:

Gagnon would tell Dulberg which branches to pick up and move

to the location where Gagnon was cutting them into smaller pieces by cutting off smaller limbs with the chain saw. Gagnon would also instruct Dulberg as to how and where to hold the limbs so that he could cut the branch with the chain saw. Gagnon placed the larger limb, which was now stripped of the smaller branches in a pile and instructed Dulberg to grab the next limb, which still had the smaller branches, to start the process again.

12.

ORIGINAL READS:

1.

Paul Dulberg was an owner and operating of Sharp Printing, Inc. along with his two partners Scott Dulberg and Michael McArtor.

SHOULD READ:

Paul Dulberg was an owner and operator of Sharp Printing, Inc. along with his two partners Scott Dulberg and Michael McArtor.

24.

ORIGINAL READS:

Specific settlement authority was never given. On November 4, 2013, Mast was granted authority to investigate a settlement, but a specific dollar amount was never provided. On or around January 29, 2014, Mast encouraged Dulberg to settle with the McGuire's and Dulberg reluctantly agreed.

SHOULD READ:

ANSWER: Specific settlement authority was never given. On November 4, 2013, Mast was granted authority to investigate a settlement, but a specific dollar amount was never provided.

Note:

Im not sure why more was added to my original answer in the draft.

True, January 29th 2014 was the date Dulberg received, signed and returned the release but that's not a "settlement authority" nor "settlement demand".

From the case file Mast turned over after Dulberg and Mast parted ways, there is no proof of any "settlement authority" or "settlement demand" ever being signed by Dulberg

Dulberg was told the McGuire deal was done in December of 2013 by Mast in a meeting.

Mast gave Dulberg a "false choice" or "ultimatum" in the December 2013 meeting with Thomas Kost present to witness.

Mast's false choice/ultimatum he pushed on Dulberg essentially was; you have no choice but to accept the offer or get nothing and it must be done now because they can withdraw the offer at any moment.

Mast's False choice stemmed from the status of Gagnon.

Mast insisted Gagnon was an independent contractor even though Mast knew from his deposition of the McGuires that the McGuires owned all the tools used and that the McGuires wanted their son Gagnon to use them to the McGuires' benefit.

See any and all emails from November and December 2013.

Here is a prime example of Mast Pushing the false choice/ultimatum on Dulberg:

Hans Mast2-201.pdf

Mast's false choice is not a real choice, it was an ultimatum.

Mast's false narrative pushed on Dulberg meant Dulberg never actually had a real choice, but rather an ultimatum, pushed by Mast, in which to choose from.

A mis-informed choice/decision based on an ultimatum is not an informed choice/decision.

The following email shows Mast reminding Dulberg that "we had settled with the McGuires" before January 29th 2014.

From email Hans Mast2-184.pdf:

From: Paul Dulberg <pdulberg@comcast.net> Date: January 17, 2014 at 2:26:30 PM CST To: Hans Mast <hansmast@comcast.net> Subject: Re: Mike Thomas Dep.

Ok, I didn't know it was the McGuires who called him in. Thanks

Paul

Paul Dulberg 847-497-4250 Sent from my iPad

On Jan 17, 2014, at 2:09 PM, Hans Mast <hansmast@comcast.net> wrote:

As you know, we settled with the McGuires... ----- Original Message

From: Paul Dulberg <pdulberg@comcast.net> To: Hans Mast <hansmast@comcast.net> Sent: Fri, 17 Jan 2014 19:27:15 -0000 (UTC) Subject: Mike Thomas Dep.

Hi Hans,

I just got a text saying that Mike Thomas received a letter mailed Jan. 8th that stated he didn't need to show up for the dep because the case was settled.

Paul

Paul Dulberg

847-497-4250

Sent from my iPad

Side thought: Why would Mast say this in email and later claim in his defense that Dulberg had until January 29th to decide?

Emails alone in November 2013 show Dulberg was led by Mast to a false choice/ultimatum. Mast wanted Dulberg to believe he didn't have a choice and must settle with the McGuires or get nothing.

Followed by the letter sent to Mike Thomas on January 8th releasing Thomas from a scheduled deposition, and Mast's reply to Dulberg's inquiry about it, to Dulberg via Mast, "As you know, we settled with the McGuires..." Mast said so himself.

Also, there is that letter between Mast and Barch (McGuire's council) dated December 26th of 2013 confirming the deal.

Did Mast confirm the deal with the McGuire's council on December 26th 2013 because Dulberg was still mulling it over and had until January 29th 2014 to decide?

When did Mast tell Dulberg he had time to decide or get a second opinion lasting until January 29th, to think it over?

Where is anything documented that supports this fantasy?

Add these things up and there is only one logical factual conclusion, Mast did not give Dulberg until January 29th to decide and that Mast is lying through his defense council.

Yes, Dulberg is calling Mast a liar because factually Mast is one according to his defense arguments vs well documented facts from letters, emails and future witness testimony.

Should we ask that Mast personally sign an affidavit swearing as to the validity and truthfulness of the defenses he has raised already in this case or just from this point forward so he cannot hide behind council and claim that was his lawyer lying and not him at some future point?

Julia, I want no ambiguity left in any answer we give that even gives their defense fantasies any sign of hope because they're doing nothing truthful or factual, they're throwing lies/crap at the wall and hoping something sticks. That strategy only causes them to perjure themselves in the light of facts and is a clear sign of guilt. Let's use it and factually beat them in every false argument they make at every turn. When we're done there will be no question Mast can answer that he isn't considered a liar by anyone hearing it because that's exactly what he is.

The last line in 24 should be removed unless an acceptable alternative is found.

26.

ORIGINAL READS:

ANSWER: Mast advised Dulberg that Illinois law does not permit a recovery against the McGuires in the circumstances of Dulberg's case and that he would not receive any recovery from the McGuires. Mast advised Dulberg that the judge would likely rule in favor of the McGuires on a motion for summary judgment.

Mast further advised that Dulberg would retain his claim against Gagnon and be able to seek and receive a full recovery from Gagnon.

SHOULD READ:

ANSWER: Mast told Dulberg that Illinois law does not permit a recovery against the McGuires in the circumstances of Dulberg's case and that he would not receive any recovery from the McGuires. Mast advised Dulberg that the judge would rule in favor of the McGuires on a motion for summary judgment.

Mast further told Dulberg he would retain his claim against Gagnon and be able to seek and receive a full recovery from Gagnon.