From: mailer-daemon@comcast.net
Subject: Permanent Error
Date: May 31, 2019 at 10:29 AM
To: pdulberg@comcast.net

M

This is an automatically generated Delivery Status Notification.

Delivery to the following recipients failed permanently:

* marywinch@clintonlaw.net

Reason: Permanent Error

Reporting-MTA: dns; resqmta-ch2-03v.sys.comcast.net [69.252.207.35]
Received-From-MTA: dns; resomta-ch2-18v.sys.comcast.net [69.252.207.114]
Arrival-Date: Fri, 31 May 2019 15:28:59 +0000

Final-recipient: rfc822; marywinch@clintonlaw.net
Diagnostic-Code: smtp; 554 5.7.1 <marywinch@clintonlaw.net>: Relay access denied

Last-attempt-Date: Fri, 31 May 2019 15:28:59 +0000

Mail Attachment

Mail Attachment.eml

```
Received: from resomta-ch2-18v.sys.comcast.net ([69.252.207.114])
        by resqmta-ch2-03v.sys.comcast.net with ESMTP
        id Wh0IhDUnr106rWjSlhBR9d; Fri, 31 May 2019 15:28:59 +0000
DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed; d=comcast.net;
        s=20190202a; t=1559316539;
        bh=ZBUSDtfGjhaSQ8dGuFieYT0yctAgl5Wzk2tPeBF/Ymo=;
        h=Received:Received:From:Content-Type:Mime-
Version:Date:Subject:To:
         Message-Id;

b=ldlYGby3ZVIZoybuHBDOD4iPaUVRX+ofNR9OggKs+Cvs5tha16RaBESsTEB6P7T+Z

IvUB23lha+QT9JZEKKiPP9QAC7qQdr8qAYQl8HBze0lOLNMsjeOohOVTFgXk+Avv1w
         7SFDBM1kMidBlZqsQtsSR9KLDHrBZkEPhtemVEufcV8bY/
aQmEx4yJNCyUozp5X3IQ
         lne8FIwhHW6nKXRF5uQISs326Yivo/5lcfivCg/
pKfHlpQupSt8xcQENSdvxpxEugk

Va501N8jRPrSPcFAfJmT2onw96Y8o+9GrFVYma5jvQbqzJVROHaD6XVxH29q5VaiHM
         Dt19KEzYPFa1A==
Received: from [IPv6:2601:245:4400:7814:d40f:ddbd:ffc7:cf53]
([IPv6:2601:245:4400:7814:d40f:ddbd:ffc7:cf53])
        by resomta-ch2-18v.sys.comcast.net with ESMTPSA
        id WjSkhJJTlBeEbWjSlh90eq; Fri, 31 May 2019 15:28:59 +0000
X-Xfinity-VMeta: sc=-100;st=legit
From: Paul Dulberg <pdulberg@comcast.net>
Content-Type: multipart/mixed;
        boundary="Apple-Mail=_03EC63FA-CAA6-427A-9BA7-293AA77D3EF4"
Mime-Version: 1.0 (Mac OS X Mail 12.4 \(3445.104.11\))
Date: Fri, 31 May 2019 10:28:58 -0500
Subject: Resend of corrections
Cc: Ed Clinton <ed@clintonlaw.net>,
 mary Winch <marywinch@clintonlaw.net>
To: Julia WIlliams <juliawilliams@clintonlaw.net>
Message-Id: <19BDEC3C-8AA0-47D1-B45B-2A2861FC3FF7@comcast.net>
X-Mailer: Apple Mail (2.3445.104.11)
```

From: **Paul Dulberg** pdulberg@comcast.net
Subject: Resend of corrections
Date: May 31, 2019 at 10:28 AM
To: Julia WIlliams juliawilliams@clintonlaw.net
Cc: Ed Clinton ed@clintonlaw.net, mary Winch marywinch@clintonlaw.net

PD

Hi Julia,

I sent the attached corrections yesterday but received a mailer-daemon for you, Ed and Mary's email addresses.

Here they are again.

Please reply letting me know you got them.

Thanks,
Paul

Corrections to Dulber...28.txt

Corrections to Dulber...28.txt

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.
Masts 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
Masts 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 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 Masts reply to Dulbergs 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 (McGuires council) dated December 26th of 2013 confirming the deal.

Did Mast confirm the deal with the McGuires 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.