

From: Paul Dulberg pdulberg@comcast.net  
Subject: Re: Dulberg v Mast et al; Discovery and Court Order
Date: February 6, 2020 at 1:05 PM
To: Julia C. Williams jwilliams@williamslawchicago.com
Cc: Mary Winch marywinch@clintonlaw.net, ed@clintonlaw.net

PD

Hi Julia,

Sorry I had some issues this week with my mom and couldn't get back to you sooner on this.

I see we sent out a Subpoena for Joseph Olsen one of the bankruptcy trustees served October 24, 2019 to turn over documents
Did we get anything back?
I believe Olsen was the trustee when the with the Baudin's represented me.

Also, did we ever issue subpoenas for the following peoples communications with Mast or ever get anything back if they were sent?
Megan G Heeg - Original Bankruptcy Trustee and firm that was in contact with Mast
Brad Balke - Short term Council after Mast - Traded dulberg Case with Mast for some dead football player named Frank Cavanaugh
Randy and Kelly Baudin - Council who took the case to ADR after Balke and may have had communications with Mast
Saul Ferris - Attorney who sent my copies of depositions and correspondence with Mast back to Mast.

I would have liked to have the communications with the above people before depositions.

We can meet Thurs. Feb. 13 at 1pm or Tuesday, Feb. 18 to prepare for your depositions. We should plan for a couple of hours. You should read your deposition from the underlying case to prepare.

Either day is good for me, Probably the closer to the deposition date the better so things stay fresh in our mind.

We can meet on Monday, Feb. 24 at 1pm to prepare for Hans Mast's deposition.

This date is good as well. May I bring my brother Tom to this meeting?

If you would like to resend all of your questions for Hans prior to the 24th, that would be helpful to be sure we have everything you are requesting.

Two files are attached named:
questions_for_mast.txt



questions_for_
mast.txt

timeline_of_mcguire_settlement.txt



timeline_of_mcg
uire_se...ent.txt

I went to Mr. Popovich's office today to review the file. The blank black pages that appear to be redacted are not redacted pages. The firm sent the file out to a copy service who inserted red sheets of paper between the different documents to ensure that scanning and copying occurs correctly. I counted the pages and reviewed them—it matches up and makes sense. They did not redact any part of their file.

I know earlier this week I went off on the 100+ blacked out pages. I did come up with good reasons and a good argument as to why their excuse just isn't plausible outlined below but with the timeline of depositions coming up I don't feel there is enough time to get to the bottom of this one and get to the truth if those are documents or red file dividers and may not be with the time or money it would take to explore.

I know the below points are moot but I included them to see if you think this is closer to what actually happened.

1. I'm supposed to believe that Doug Harlan at Minuteman press turned over an unfinished PDF file to the Popovich firm with 100+ batch separators that look like redactions still in it that he was supposed to have removed.
2. Ok, but then the Popovich firm didn't notice that the PDF file had 100+ extra pages than they sent to be scanned by Minuteman press that look like redactions and they turn it over to Mr Flynn's firm without opening the file and doing at the least a page count checking to see if they had everything.
3. Then, Mr Flynn's firm doesn't notice that 100+ pages look like redactions and didn't go back to Popovich to inquire about a privilege log or even about getting the file fixed before turning it over to us.

It is just not plausible to think that all 3 companies failed to check their own work and see the issues here.

4. Most modern copiers like Xerox and Konica Minolta, print out special batch separators (file dividers) to be inserted in the documents to be scanned. When the batch separator is scanned and recognized it then removes the batch separators when creating the PDF. Now we are supposed to believe that Minuteman press has working ancient copiers that probably can't be serviced anymore and Doug Harlan needed to add "red" batch separators and was supposed to manually remove them from the PDF and just forgot.
5. We've already found several documents turned over by Popovich in their disclosure PDF that do not match the case file given to Balke or the Baudin's.
6. Mast turned over a very limited number of emails between him and his client Dulberg.
7. I can go on and on here almost endlessly with document discrepancies between the file Mast turned over to subsequent council in the underlying case and the file Mast turned over to Flynn.

It is also not plausible because I know that Minuteman Press has had a long 30+ year relationship with the Popovich firm doing most if not all of the firms scanning and printing that they wouldn't know the seriousness of leaving batch separators in the finished product.

It is more plausible that Minuteman Press did exactly what the Popovich firm asked them to do because Minuteman Press has been doing Popovich's scanning and printing for 30+ years.

Why its not easily winnable?

1. Popovich indirectly owned or still owns the building minuteman press is in and they have had a 30+ year business relationship with Minuteman Press. In other words, Popovich controls the rent.
2. Popovich's various businesses are historically Minuteman Press's largest customers. In other words, Minuteman Press would lose its primary source of income if Popovich wasn't happy.
3. To find out with 100% accuracy if their story is true or false, assuming the Minuteman Press copy machines are ancient and haven't had the 3rd party software installed to remove batch separators automatically, it would take the expert help of both Xerox and Konica Minolta to pull the hard drives from the machines at Minuteman Press and decrypt them Identifying which machine Doug Harlan used for this job and whether or not red batch separators were actually used along with the correlating metadata that's would show the date, time and all settings used for this job.

Thanks,
Paul

On Feb 3, 2020, at 12:54 PM, Julia C. Williams <jwilliams@williamslawchicago.com> wrote:

Dear Paul,

Attached is the court order entered today setting the case to 4/3/2020 at 9 am for status of initial depositions of the party's and fact witnesses (not doctor's or experts, just people that witnessed things).

The judge mentioned today that he did a pretrial in the underlying case. This indicates that the Judge has prior knowledge and potentially a prior opinion on the case. We can consider whether we want to have the judge recuse himself (which I am sure he would happily do) or whether we simply want to move forward with this judge.

At this point, he seems to be acting appropriately in the case and I am not very concerned with bias or prejudgment. I am also concerned that given that Mr. Popovich does practice in that courthouse that we could draw a judge that does have a bias toward Mr. Popovich or Mr. Mast.

It is a judgment call and we can discuss it more when we have you in to prepare for your deposition.

Please confirm you are available to complete depositions on these dates/times/locations:

Paul Dulberg, Feb. 19 at 1pm at Karbal Cohen, downtown.

Hans Mast, Feb 25 at 1pm at The Clinton Firm, downtown

We will likely also take Thomas Popovich's deposition in early March, but we do not have a date confirmed for that deposition yet.

Below are further responses in purple to your prior questions regarding the depositions and discovery:

1. Why depose me a week before Mast and give Mast the opportunity to read my deposition and formulate a strategy before he is questioned?

It would seem to be more fair to both parties to do both depositions on the same day to get at the truth.

As a general rule, the Plaintiff in the case is deposed first, then the defense. That is not always the case and it is not required by any rule. Mr. Flynn would not agree to taking the depositions on the same day. I requested that and he refused. Additionally, the logistics of preparing for both depositions on the same day and actually physically getting them both in is difficult.

The schedule as set is not out of the ordinary of regular litigation, thus I do not believe it is worth our energy to try to fight it. We will get nowhere. The judge will not reset a schedule like this to put the depositions closer together. I think it is in the best interest of the litigation to simply move forward with those dates, if they work for you.

2. I would like to meet with you and Ed at least one week prior to Masts deposition and discuss the series of questions that I sent you last July designed to trap Mast into telling the truth or perjuring himself.

We can meet Thurs. Feb. 13 at 1pm or Tuesday, Feb. 18 to prepare for your depositions. We should plan for a couple of hours. You should read your deposition from the underlying case to prepare.

We can meet on Monday, Feb. 24 at 1pm to prepare for Hans Mast's deposition.

If you would like to resend all of your questions for Hans prior to the 24th, that would be helpful to be sure we have everything you are requesting.

3. I would prefer to find out what was redacted in the 100+ pages of blacked out documents the defense turned over during the document disclosure so we can improve our strategy and hone our questions.

I went to Mr. Popovich's office today to review the file. The blank black pages that appear to be redacted are not redacted pages. The firm sent the file out to a copy service who inserted red sheets of paper between the different documents to ensure that scanning and copying occurs correctly. I counted the pages and reviewed them—it matches up and makes sense. They did not redact any part of their file.

4. Do you or does the defense plan to call anyone else to be deposed?

We will depose Thomas Popovich. We will consider who else we should depose once Mast and Popovich have been deposed.

Best Regards,

Julia C. Williams
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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.

<Dulberg Order 2020 Feb 3.pdf>

Questions for Mast:

- 1) When did you first express doubts to Dulberg about whether McGuires were liable for Dulberg's injuries? What were those doubts?
- 2) When did you first inform Dulberg that you were unwilling to take the McGuire case to trial and that he should seek a settlement?
- 3) When did you first express doubts about whether Gagnon could be proven to be liable for Dulberg's injuries? What were those doubts?
- 4) When did you first inform Dulberg that you were unwilling to take the Gagnon case to trial?
- 5) If you felt that McGuires were not liable for Dulberg's injuries and you felt it would be difficult to prove Gagnon liable, why didn't you suggest Dulberg seek alternative counsel before accepting the \$5,000 settlement (which wouldn't pay for 10% of Dulberg's medical bills) with the McGuires?
- 6) What new information did you receive between November of 2013 and April 14, 2014 that convinced you that you would be unwilling to take the Gagnon case to trial. If none, than why didn't you inform Dulberg you were unwilling to take the Gagnon case to trial before or while urging him to settle for \$5,000 with the McGuires?
- 7) Did you send interrogatory questions to Gagnon? Did you send a request to produce to Gagnon?
- 8) Did you ever receive Gagnon's answers to interrogatory questions submitted by you? If yes, why were they not included in Dulberg's case file that you gave to him when you withdrew from counsel? If yes, why were they not included in the documents produced in this lawsuit? If yes, then why do this date does nobody seem to have a copy of them?

9) In the documents turned over to Dulberg when you withdrew from counsel, there is a request to produce for Gagnon prepared by you but there is no evidence that Gagnon ever turned over any of the documents requested. One of the documents you requested of Gagnon was a certified copy of his insurance policy. Did you ever receive any of the documents which you requested Gagnon to produce? Did you ever receive a certified copy of Gagnon's insurance policy? If yes, why were they not included in the documents you gave to Dulberg when you withdrew from counsel?

10) In an email from you to Dulberg dated February 26, 2015 about the case file you handed over to Dulberg you wrote, "I don't think I have any insurance policies in the file." Since you requested both the McGuires and Gagnon to produce certified copies of their insurance policies, why didn't you have a certified copy of either insurance policy in Dulberg's case file?

11) Why did you repeatedly inform Dulberg that Gagnon's insurance limit was \$100,000?

12) How did you obtain information that the Gagnon policy limit was \$100,000?

13) Did you make an offer to settle the McGuire case for \$7,500 to Ronald Barch on October 22, 2013? If yes, did Dulberg authorize you to make that offer?

14) Do you have any documented evidence that Dulberg authorized you to make that offer? Do you have any evidence Dulberg authorized you to seek a settlement with the McGuires on or before October 22, 2013?

15) When Ron Barch made an offer of \$5,000 to settle the McGuire case on November 18, 2013, Dulberg's response was that he was unhappy with the amount offered. Do you believe that Dulberg was aware that the offer of \$5,000 was actually a counter-offer to your proposal of \$7,500 made on October 22, 2013? Do you have any evidence that Dulberg was aware that the McGuire offer of \$5,000 was actually a counter-offer to the offer you initiated on October 22, 2013?

16) Dulberg's email reply to the \$5,000 offer of November 18, 2013, dated November 19, 2013, states:

"When you advised me to seek a settlement with the McGuire's insurance, I agreed to look at it only because they did not have their hands directly on the trigger of the chainsaw and that you would get at the least the medical bills paid for out of it. I thought that was made clear in your office."

Did you advise Dulberg to seek a settlement with the McGuires as he stated? Was it first discussed during meeting in your office as he stated? During which office visit was that discussed? Was it at the November 4th meeting or at an office visit that happened earlier?

17) If looking into a settlement was first discussed with Dulberg at the meeting of November 4, 2013, how could you make the \$7,500 offer on October 22, 2013 and claim that Dulberg agreed to it?

18) There was a second meeting between you and Dulberg in your office on November 20, 2013. What was the purpose of the meeting?

19) Did you hand Dulberg documents of case laws at the meeting of November 20, 2013? What case laws were in those documents? Did you discuss cases at the meeting? Which cases were cited? In what way are those cases applicable to the situation with the McGuires?

20) Did you send a request to produce to the McGuires? If yes, why was it not included in the documents you handed over in relation to this lawsuit so far?

21) In a request to produce which you gave to the McGuires, you asked for a certified copy of their insurance policy. They answered that they will give it to you when they receive it. Did you ever receive it? A certified copy of the McGuires insurance policy was not included in the case documents that you turned over to Dulberg when you withdrew from counsel. It was also not included in the documents you turned over in this present lawsuit. Why not?

22) If Dr Levin diagnosed Dulberg with dystonia in August of 2013 and Dr Kajawa diagnosed Dulberg with task specific focal dystonia definitely caused by trauma to his right arm in September of 2013, why did you feel that injury due to Dulberg's chainsaw accident was difficult to prove?

23) Did you read Gagnon's and Dulberg's depositions in order to compare the detailed differences in their version of the days events and the accident?

24) Did you note that Gagnon's description of the accident given to you by phone was very different from how it is described in his deposition? In his description over the telephone he never mentioned anything about Dulberg moving his arm. Later in the deposition he claimed Dulberg moved his right arm into the chainsaw blade. How do you account for this difference?

25) Did you notice that the decription of the chainsaw accident given by Dulberg was completely different from the description of the accident given by Gagnon? For example, Dulberg describes the branch being cut to be about 15 feet long while Gagnon describes it as about 5 feet long. Dulberg describes holding the base of the branch with one hand while Gagnon describes Dulberg holding a 5 foot branch vertically with his left hand above the place where Gagnon was cutting and his right hand holding the same branch below the place where Gagnon was cutting. How do you account for such a large descrepancy?

26) Can you please describe how it is physically possible, using Gagnon's description of the accident given in the deposition, to explain how Dulberg was cut on the lower portion of his right forearm perpendicular to the forarm? (Gagnon described Dulberg holding a branch with his left hand above where Gagnon was cutting and with his right hand below where Gagnon was cutting.)

27) Did you note that your client claimed he was invited by Gagnon to the McGuires to see if he wanted the firewood, not to work?

28) Did you note that your client claimed he was sitting with Carolyn for at least an hour watching Gagnon working with William McGuire, and after William McGuire refused to work any longer it was Carolyn McGuire that first asked Dulberg if he could help Gagnon?

29) Did you note that the McGuires purchased the chainsaw, that they claimed the chainsaw was new, and that they were in possession of the chainsaw and provided it for Gagnon to use contrary to the clear warnings on the cover and opening pages of the chainsaw owners manual?

30) Did you note that the McGuires were in possession of the owners manual and that the manual explicitly has clear warnings written on the cover, on the opening pages and throughout the manual to not do what they admit to allowing to be done with it?

31) If you did not wish to take the McGuire case to trial, why wouldn't you simply advise your client to seek alternative counsel rather than to settle with the McGuires for an amount that wouldn't pay for 10% of his medical bills or anything towards future lost wages?

32) Considering that \$5,000 is such a small amount of money relative to Dulberg's medical bills and practically nothing compared to future lost wages, why would you urge your client sign a release barring any future legal action against the McGuires connected to the chainsaw accident in exchange for such an insignificant sum?

33) Why were you so sure the presiding judge would allow the McGuires to get out of the case on a motion considering the same Judge allowed the complaint to proceed to discovery? Why didn't you believe the judge would allow the case against the McGuires to proceed to trial?

34) Considering that \$5,000 wouldn't change much for Dulberg in the predicament he was in, wouldn't he have been better off in taking his chances by proceeding with new counsel?

Timeline of McGuire settlement

OCTOBER 22, 2013: Mast makes settlement offer of \$7,500 to McGuires through their attorney Barch claiming Dulberg discussed it with him and agreed. (pop 192)

OCTOBER 30, 2013: Mast in an email to Dulberg first expresses doubt about Dulberg's case against Gagnon (email: folder 2013 10, files Mast2-213, Mast2-217) (pop 195)

(Note: There is no email evidence of Mast expressing any doubts about the Gagnon or McGuire case until Oct 22, 2013. Only briefly in Febuary of 2013, in relation to the Gagnon deposition and how much it differed from Dulberg's description of the accident, did Mast express anything negative about Dulberg's cases.)

NOVEMBER 4, 2013: Mast requests a meeting with Dulberg. Dulberg brings Barbara, his mother, to the meeting. Neither Dulberg nor Barbara know what the meeting will be about. It is at this meeting that Dulberg is first informed by Mast that Mast believes Dulberg has no case against the McGuires. Mast makes a number of statements which surprise Barbara. He claims that juries in this area are very conservative and Dulberg can't win against an old lady. Dulberg disagrees. It is at this meeting when Dulberg first gives Mast permission look into a settlement. (email: folder 2013 11, file Mast2-211)(witness: Barbara Dulberg, Paul Dulberg)

NOVEMBER 18, 2013: McGuire's attorney Ronald Barch contacts Mast. He claims he has been given authority to make an offer for \$5,000. (pop 181) (pop 1204)

Dulberg is informed by Mast in an email. Mast wrote:

"In addition, the McGuire's atty has offered us (you) \$5,000 in full settlement of the claim against the McGuires only. As we discussed, they have no liability in the case for what Dave did as property owners. So they will likely get out of the case on a motion at some point, so my suggestion is to take the \$5,000 now. " (email: folder 2013 11, file Mast2-201)

Dulberg answers:

"Only 5, That's not much at all.

Is this a take it or leave it or do we have any other options?

...

I'm not happy with the offer."

To which Mast replies:

"Paul whether you like it or not they don't have a legal liability for your injury because they were not directing the work. So if we do not accept their 5000 they will simply file a motion and get out of the case for free. That's the only other option is letting them file motion getting out of the case." (email: folder 2013 11, file Mast2-204)

Dulberg replies:

"I still don't get how they don't feel responsible for work done on their property by their own son that ended up cutting through 40% of my arm. Perhaps their negligence is the fact that they didn't supervise the work close enough but they did oversee much of the days activity with David. Just because Dave was doing the work doesn't mean they were not trying to tell their kid what to do. They told him plenty of times throughout the day what to do. How is that not supervising?"

To which Mast comments:

"Cause they had no say on how Dave did the work. That is what the evidence from all shows." (email: folder 2013 11, file Mast2-204)

Dulberg later replies:

"That's their personal issues of control with their own son. I will testify all day long about the things they wanted him to do that he did do throughout the day.

By claiming they had no control over the work dave did after all the preparation, money and time spent out in the yard yelling at him that they wanted certain things done in a particular way I don't see how they get out of the direct over site of the project because now that there is an injury they don't feel they had any real direct control over their own workers actions?

This is ridiculous.

Hans, they have to do better than claim they had no control over David that day. If that's the case why were they there watching the work most of the day? Even Bill had hands on doing some of the work and rarely let David go to long without checking and seeing if things were being done the way Carol and Him wanted it."

Note: Email exchanges from November 18, 2013 onward show that Dulberg was not happy with the offer of \$5,000 and knew nothing of the Mast offer of \$7,500. They also show he feels the McGuires are partially responsible for his injury. (email: folder 2013 11, files Mast2-202, Mast2-198, Mast2-196, Mast2-190, Mast2-189, Mast2-207, Mast2-205, Mast2-204, email: folder 2013 12, files Mast2-919, Mast2-192, Mast2-187)

NOVEMBER 19, 2013:

Dulberg wrote to Mast:

"Hans,

A while back you told me that the jury's here in this county are primarily conservative and that they know the only reason we are before them is for money.

Not sure if that statement was meant to scare me or not but I do agree, they are, for the most part conservative and I would hope we should make it known we want money for damages, lawyers fees and the medical bills, etc... loud and clear.

We should also make it known to the jury that the parties or their insurance companies have never even offered to pay 1 cent for any of the medical damage and that's why we seek the juries help in settling this dispute. Perhaps if the insurance companies would have paid for these basic things none of us would even be here. but they didn't and now yes after years of waiting I am seeking money to pay for the medical treatments, you as the lawyer and finally myself as I'm the one who has had to suffer the consequences of the Gagnon/McGuire choices on that day.

I cannot believe that a conservative jury isn't going to award anything less than the cost of the medical damages and lawyer fees from them unless something catastrophic changes. I do see them being conservative as to what I will end up with at the end but not the real medical and lawyers bills. Even the conservative juries in this county are not so conservative that they won't give the base bills.

The McGuires insurance is free to go after David for damages if they lose.

Other than fearing a motion to dismiss the suit against the McGuire's insurance based on some false concept that because they didn't have their finger directly on the chainsaw trigger they hold no responsibility for damages.

what are the real benefits of letting them off so easy?

And I don't want to hear its because 2 parties vs 1 is much easier.

Letting off the McGuires insurance for such a small amount is anything but reasonable and I just can't see any ethical judge in this county not keeping them in the suit all the way for a jury to decide whether they had any part to play in the days events and the level of responsibility they share with David for the consequences considering it was the McGuires project, their land, their choice of who did the labor etc. etc...

When you advised me to seek a settlement with the McGuires insurance, I agreed to look at it only because they didn't have their hands directly on the trigger of the chainsaw and That you would get at the least the medical bills paid for out of it. I thought that was made clear in your office.

I know you work on approximately 33%. Is 33% of 5,000 even worth the

time and money you already invested? It's only \$1650 for you and I'm sure your hourly fee eats that up rather quickly, I know mine did back when I had hands and arms that worked so I could charge." (email: folder 2013 11, file Mast2-202)

NOVEMBER 20, 2013:

Mast sends an email to Dulberg:

"Paul, lets meet again to discuss. The legality of it all is that a property owner does not have legal liability for a worker (whether friend, son or otherwise) who does the work on his time, using his own independent skills. Here, I deposed the McGuires, and they had nothing to do with how Dave did the work other than to request the work to be done. They had no control on how Dave wielded the chain saw and cut you. its that simple. We don't have to accept the \$5,000, but if we do not, the McGuires will get out for FREE on a motion. So that's the situation." (email: folder 2013 11 file Mast2-201)

Dulberg replies:

"Ok we can meet. I will call Sheila today and set up a time. Please send me a link to the current Illinois statute citing that the property owner is not liable for work done on their property resulting in injury to a neighbor. I need to read it myself and any links to recent case law in this area would be helpful"

Dulberg agrees to have another meeting with Mast in his office. (memo of meeting: pop 3)

Dulberg brings his brother Thomas Kost with him. Before the meeting Dulberg asks Mast to show examples of case laws which demonstrate that McGuires are not partially responsible for the chainsaw accident. (email: folder 2013 11, file Mast2-201)

In the meeting Mast uses the example of Tilschner vs Spangler. He claims that the McGuires are not responsible because Restatement of Torts 318 is not applicable in Illinois.

He also claims that the accident was not foreseeable by the McGuires and they had no control over Gagnon's actions.

Mast also gave Dulberg a packet of other examples of case law. (ddd 204) (ddd 301)?

Thomas Kost kept a rough set of notes during the meeting. (ddd 1217)

Mast claims that if Dulberg doesn't accept the \$5,000 the McGuires will simply file a motion to get out of the case for free.

Mast said the McGuires do not have to offer anything and are offering \$5,000 to be nice.

Dulberg asked to read the depositions of the McGuires and of Gagnon before making a decision.

Mast writes a Memo to a person named "Jen" (pop 1207)

After the meeting, on the same day, Dulberg goes to the house of a neighbor of the McGuires to ask if they witnessed what was happening on the property the day of the accident. He was looking for a witness that saw the McGuires actively participating in the work being done and supervising the work. (pop 177)(email: folder 2013 11, file Mast2-200)

Later that evening Dulberg writes to Mast:

"Hans,

I'd like to read David's dep before accepting the McGuire offer. Even after reading the McGuire deps and seeing how things easily get skewed in all honesty, I can't blame Carol or Bill for Dave's actions I just thought I was covered under their insurance. I know Carol & Bill thought I was covered as well irregardless of all the half truths in their dep." (email folder 2013 11, file Mast2-198)

NOVEMBER 21, 2013: Mast orders Dulberg's deposition (pop 593)

DECEMBER 2, 2013: Mast sends Dulberg's own deposition to him by mistake (pop 176).

DECEMBER 4, 2013: Dulberg receives his own deposition in the mail. Dulberg again informs Mast he wants to see Gagnon's deposition. (email: folder 2013 12, file Mast2-191)

Dulberg writes to Mast:

"Hans,

I wanted to review David Gagnons dep before letting the McGuires off the hook.

And that word "foreseeable" in the McGuire suite... Well I suppose if I gave anyone a chainsaw and told them to use it, given enough time, an injury is foreseeable, very foreseeable just not hoped for.

And the comment about people not liking friends who sue friends, um well we all should know other than entirely random acts such as auto accidents, train derailments, air plane accidents, etc. Etc.. That most of the time it's those we know who hurt us most often than not. and if it's serious we must be able to sue even if it is or once was a friend." (email: folder 201 12, file Mast2-191)

DECEMBER 9, 2013: Mast orders Gagnon's deposition (pop 594)

DECEMBER 10, 2013: Mast sends Gagnon's deposition to Dulberg (pop 175)

DECEMBER 18, 2013:

Dulberg writes to Mast after reading Gagnon's deposition:

"Hans,

I read through David's dep. it's mostly lies with a few truths. Where should I begin or better yet where would you like me to begin? Almost everything he said was made up, from which end of the branch I was holding, at who's direction I was doing it under and even as to why I was even there on the McGuires property, etc...
Not to mention the nonsense of \$10,000.

...

As far as the McGuires are concerned give me a call." (email: folder 2013 11, file Mast2-189)

Later that evening Dulberg has a long talk with Mast by phone.

Mast writes the following memo after the call:

"On December 18, 2013, I called Paul today after and email and we had a long discussion about the McGuire's liability and he seemed to concede and understand that probably based on the testimony there is nothing we can prove against the McGuire's and he is willing to take their \$5,000 settlement offer." (pop 884)

DECEMBER 26, 2013: Mast contacts McGuire's attorney Barch to inform him that they will accept the \$5,000 offer. (pop 670)

JANUARY 22, 2014: The Judge approves a motion by McGuires for a good-faith settlement. (pop 988)

JANUARY 31, 2014: Final release papers are signed by Dulberg and in the mail. (email: folder 2014 01, file Mast2-180)

APRIL, 14, 2014: Mast informs Dulberg that he does not wish to take the Gagnon case to trial.

For the first time Mast recommends to Dulberg that he look for alternative counsel that wishes to pursue the matter. (email: folder 2014 04, file Mast2-176)