# EVANSTON INSURANCE COMPANY

MARKEL®

## DECLARATIONS – LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

**Claims Made Coverage:** The coverage afforded by this policy is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company pursuant to the terms herein.

**Notice:** This is a duty to defend policy. Additionally, this policy contains provisions that reduce the Limits of Liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless the policy is amended by endorsement. Please read the policy carefully.

POLICY NUMBER: LA809080 RENEWAL OF POLICY: LA808437

1. **NAMED INSURED:** LAW OFFICES OF THOMAS J. POPOVICH, P.C.

2. **BUSINESS ADDRESS:**
   3416 WEST ELM STREET
   MC HENRY, IL 60050

3. **POLICY PERIOD:** From 09/02/2017 to 09/02/2018
   12:01 A.M. Standard Time at address of Insured stated above

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

4. **LIMITS OF LIABILITY:**

   A. Each Claim: $ 1,000,000

   B. Policy Aggregate: $ 2,000,000

5. **DEDUCTIBLE:**

   Each Claim:

6. **PREMIUM FOR POLICY PERIOD:**

7. **RETROACTIVE DATE:** 9/3/2004

8. **PREMIUM FOR EXTENDED REPORTING PERIOD:** 100% for 12 months; 150% for 24 months; or 200% for 36 months

| Producer Number, Name and Address |
|---|
| 13635<br>Alexander J. Wayne & Associates, Inc.<br>2551 N. Clark Street Suite 601<br>Chicago, IL 60614 |

**9. FORMS AND ENDORSEMENTS ATTACHED AT POLICY INCEPTION:**

See MDIL 1001 08 10 attached.

**10. NOTICES:**

Notices required to be provided to the Company under this policy shall be addressed to:

**CLAIM NOTICES:**

Claims Service Center
MARKEL SERVICE, INCORPORATED
Ten Parkway North
Deerfield, Illinois 60015

Fax: (855) 662-7535
E-mail: newclaims@markelcorp.com

**ALL OTHER NOTICES:**

Markel Midwest Region, a division of Markel Service, Incorporated
Ten Parkway North
Deerfield, IL 60015-2526
Telephone: (847) 572-6000
Fax: (866) 730-2526

**These declarations, together with the Policy, any Endorsement(s) and any application(s) complete the above numbered policy.**

| | |
|---|---|
| Countersigned: 9/8/2017<br>(Date) | By:  <br>AUTHORIZED REPRESENTATIVE |

# MEMORANDUM

TO: File

FROM: Hans

DATE: November 20, 2013

SUBJECT: **PAUL DULBERG**

On November 20, 2013, I met with Paul and his friend to discuss the McGuire's $5,000 settlement offer and other issues with regard to this case. I also told them there is a dispute as to McGuire's liability, as they maintain that they were not directing Dave's work. Paul maintains that the McGuire's controlled everything that Dave was doing. I told him that that's not what the evidence seems to show. I told them the McGuire's could possibly get out of the case on motion, and the alternative is to accept the $5,000 offer. Paul wants to read the deps of the McGuire's and also wants us to order his and Dave's dep to review. I agreed to do so.

By copy of this memo, I ask **Sheila** to order copies of Paul and Dave's deps. I think defense counsel ordered them, so all we need to do is get copies. Please let me know if the copies have not been already ordered so we don't have to order the originals.

Thanks,

Hans

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

January 25, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Counsel:

Pursuant to Carolyn and Bill McGuire's duty to seasonably update prior discovery responses, I enclose herewith copies of records received in response to the records subpoena issued to AMS Screw.

Very truly yours,

RONALD A. BARCH

RB:mj\18ltr.OC
Encl.

## Ron Barch

**From:** Karen Nagy <karen@artmaterialsservice.com>
**Sent:** Thursday, January 24, 2013 12:20 PM
**To:** Ron Barch
**Cc:** Gerald Lee
**Subject:** Re: Paul Dulberg Subpoena (Follow-up)
**Attachments:** PAULDULBERG2011.pdf

Hello Ron: Please find attached the information you requested. Please note Mr. Dulberg worked for AMS for approximately 3 weeks.: 03/09/11 to 03/30/11
Karen Nagy
Art Materials Service
732.545.8888 ext 231

----- Original Message -----
**From:** Ron Barch
**To:** karen@artmaterialsservice.com
**Sent:** Thursday, January 24, 2013 11:53 AM
**Subject:** Paul Dulberg Subpoena (Follow-up)

Karen:

Please attach the subpoena response we discussed today regarding Paul Dulberg. The Word versions of the subpoena and letter are attached. We last spoke on this matter back in October. I do not have a record of ever receiving a response. Perhaps you sent one in response to Attorney Accardo's subpoena, but I did not receive a response to my subpoena. Thanks for the help.

Ronald A. Barch
Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)
Rb@cicerofrance.com

This e-mail communication contains CONFIDENTIAL INFORMATION which may be subject to ATTORNEY-CLIENT PRIVILEGE and is intended only for use by the individuals or entities named therein. If you are not the intended recipient, or the person responsible for delivering it to the intended recipient, you may not read, copy, use or disclose the contents of this communication to others. Any unauthorized use and/or disclosure of this electronic communication may constitute a federal crime under 18 U.S.C. 2510 *et seq.* which is subject to fine and/or imprisonment. If you have received this electronic communication in error, please notify the sender that you have received this e-mail communication in error by replying to the e-mail or by telephoning (815) 226-7700. Please then delete the e-mail and any copies of it.

Circular 230 Disclosure: Any advice contained in this email (including any attachments), unless expressly stated otherwise, is not intended or written to be used, and cannot be used, for purpose of avoiding tax penalties that may be imposed upon any taxpayer.

3/9/11 - 3/30/11

Copy D For Employer
Form **W-2 Wage And Tax Statement** 2011

Department of the Treasury - Internal Revenue Service

| | | | | |
|---|---|---|---|---|
| A. Employee's social security number 323-76-4001 | OMB No.1545-0008 | 1 Wages, tips, other compensation 2,154.00 | 2 Federal income tax withheld 237.72 | |
| B. Employer identification number 22-2159516 | D. Control number 326 5 | 3 Social security wages 2,154.00 | 4 Social security tax withheld 90.47 | |
| C. Employer's name, address, and ZIP code<br>ART MATERIALS SERVICE INC<br>625 JOYCE KILMER AVENUE<br>NEW BRUNSWICK, NJ 08901 | BB44A 47 22436 | 5 Medicare wages and tips 2,154.00 | 6 Medicare tax withheld 31.23 | |
| | | 7 Social security tips | 8 Allocated tips | |
| | | 9 | 10 Dependent care benefits | |
| E. Employee's name, address, and ZIP code<br>PAUL DULBERG<br>4606 HAYDEN CT.<br>MCHENRY, IL 60051 | | 11 Nonqualified plans | 12 a-d See instructions for box 12 | |
| | | 14 Other | | |
| | | | 13 ☐ Statutory employee ☐ Retirement plan ☐ Third-party sick pay | |

| 15 State | Employer's state ID number | 16 State wages, tips, etc. | 17 State income tax | 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name |
|---|---|---|---|---|---|---|
| IL | 22-2159516 000 | 2,154.00 | 107.70 | | | |

Copy D For Employer
Form **W-2 Wage And Tax Statement** 2011

Department of the Treasury - Internal Revenue Service

$12.00/hr.) Rate # — SS #

# Form W-4 (2011)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2011 expires February 16, 2012. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds $950 and includes more than $300 of unearned income (for example, interest and dividends).

**Basic instructions.** If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2011. See Pub. 919, especially if your earnings exceed $130,000 (Single) or $180,000 (Married).

## Personal Allowances Worksheet (Keep for your records.)

| | | | |
|---|---|---|---|
| A | Enter "1" for yourself if no one else can claim you as a dependent | A | 0 |
| B | Enter "1" if: • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are $1,500 or less. | B | |
| C | Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) | C | |
| D | Enter number of dependents (other than your spouse or yourself) you will claim on your tax return | D | |
| E | Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) | E | |
| F | Enter "1" if you have at least $1,000 of child or dependent care expenses for which you plan to claim a credit (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.) | F | |
| G | Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than $61,000 ($90,000 if married), enter "2" for each eligible child; then less "1" if you have three or more eligible children. • If your total income will be between $61,000 and $84,000 ($90,000 and $119,000 if married), enter "1" for each eligible child plus "1" additional if you have six or more eligible children | G | |
| H | Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶ | H | 0 |

For accuracy, complete all worksheets that apply.
- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.
- If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed $40,000 ($10,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

..... Cut here and give Form W-4 to your employer. Keep the top part for your records. .....

Form **W-4** — Department of the Treasury, Internal Revenue Service

## Employee's Withholding Allowance Certificate

▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.

OMB No. 1545-0074

**2011**

| | | |
|---|---|---|
| 1 Type or print your first name and middle initial: Penny B | Last name: Dulberg | 2 Your social security number: 329-76-4001 |
| Home address (number and street or rural route): 4606 Hayden Ct | 3 ☒ Single ☐ Married ☐ Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box. | |
| City or town, state, and ZIP code: McHenry IL 60051 | 4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ ☐ | |
| 5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) | 5 | 0 |
| 6 Additional amount, if any, you want withheld from each paycheck | 6 | $ 0 |
| 7 I claim exemption from withholding for 2011, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶ | 7 | EXEMPT |

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature (This form is not valid unless you sign it.) ▶ [signature] Date ▶ 3-3-11

| | | |
|---|---|---|
| 8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) | 9 Office code (optional) | 10 Employer identification number (EIN) |

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 10220Q Form W-4 (2011)

COMPEX
Legal Services, Inc.

# FAXSERVER TRANSMITTAL

| | |
|---|---|
| DATE: | 11/29/2012 |
| TO: | AMS SCREW PRODUCTS |
| ATTN: | KAREN |
| FAX#: | 17325459166 |
| FROM: | COMPEX LEGAL SERVICES |
| ORDER#: | E39572 J |

## COMMENTS

PLEASE FAX ALL EMPLOYMENT AND PAYROLL RECORDS TO 855-818-5269 ALONG WITH THE AFFIDAVIT PAGE. THANK YOU

COMPEX LEGAL SERVICES
325 Maple Avenue,
Torrance, CA 90503
TEL 800-426-6739
FAX 800-479-3365

T0-7

12/11/12

AEG - 09:20:21

# Application For Employment

Start 3/9/11

Proof Of Social Security # & Citizenship Or Immigration Status Required Upon Employment

FAXED

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

*(PLEASE PRINT)*

| Position(s) Applied For | Date of Application |
|---|---|
| Material Handler | 3-3-11 |

How Did You Learn About Us?

☐ Advertisement ☒ Friend ☐ Walk-In
☐ Employment Agency ☐ Relative ☐ Other _____

| Last Name | First Name | Middle Name |
|---|---|---|
| DULBERG | PAUL | R. |

| Address Number | Street | City | State | Zip Code |
|---|---|---|---|---|
| 4606 | HAYDEN Ct. | McHENRY | IL. | 60051 |

| Telephone Number(s) | Social Security Number |
|---|---|
| 847-497-4250 (H) | 323 \| 74 \| 4001 |

If you are under 18 years of age, can you provide required proof of your eligibility to work? ☐ Yes ☐ No

Have you ever filed an application with us before? ☐ Yes ☒ No

If Yes, give date _____

Have you ever been employed with us before? ☐ Yes ☒ No

If Yes, give date _____

Are you currently employed? ☐ Yes ☒ No

May we contact your present employer? ☐ Yes ☐ No

Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? ☐ Yes ☒ No
*Proof of citizenship or immigration status will be required upon employment.*

On what date would you be available for work? 3-7-11

Are you available to work: ☒ Full Time ☒ Part Time ☒ Shift Work ☒ Temporary

Are you currently on "lay-off" status and subject to recall? ☐ Yes ☒ No

Can you travel if a job requires it? ☒ Yes ☐ No

Have you been convicted of a felony within the last 7 years? ☐ Yes ☒ No
*Conviction will not necessarily disqualify an applicant from employment.*

If Yes, please explain _____

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

# Education

| | Name and Address of School | Course of Study | Years Completed | Diploma Degree |
|---|---|---|---|---|
| Elementary School | | | | |
| High School | Johnsburg | | 4 | YES |
| Undergraduate College | McMurry | Political Science | 3 | NO |
| Graduate Professional | | | | |
| Other (Specify) | | | | |

| Indicate any foreign languages you can speak, read and / or write | | | |
|---|---|---|---|
| | FLUENT | GOOD | FAIR |
| SPEAK | English | | |
| READ | | | Spanish / French |
| WRITE | | | Spanish / French |

Describe any specialized training, apprenticeship, skills and extra-curricular activities.

Describe any job-related training received in the United States military.

# Employment Experience

Start with your present or last job. Include any job-related military service assignments and volunteer activities. You may exclude organizations which indicate race, color, religion, gender, national origin, disabilities or other protected status.

| | | | | |
|---|---|---|---|---|
| 1. | Employer: Sharp Printing Inc<br>Address: 4606 Hayroad Ct. McHenry IL<br>Telephone Number(s): 847-497-4250<br>Job Title: Designer/Prescman<br>Supervisor: Mike<br>Reason for Leaving: out of Business | Dates Employed: From 11/99 To 3/11<br>Hourly Rate/Salary: Starting — Final — | Work Performed: Design/Pressman | |
| 2. | Employer: INTERMATIC Incorporated<br>Address: 7777 Winn Rd. Spring Grove IL<br>Telephone Number(s):<br>Job Title: Designer/Prescman<br>Supervisor: Wanda Spencer<br>Reason for Leaving: Downsizing | Dates Employed: From 4/98 To 9/07<br>Hourly Rate/Salary: Starting — Final — | Work Performed: Design/Pressman | |
| 3. | Employer: US Screen Prod<br>Address: 2418 Highview Spring Grove<br>Telephone Number(s):<br>Job Title:<br>Supervisor: Joe/Richard Graves<br>Reason for Leaving: | Dates Employed: From 1994 To 1996<br>Hourly Rate/Salary: Starting Final | Work Performed: Material Handler/Packaging Shipping Receiving | |
| 4. | Employer:<br>Address:<br>Telephone Number(s):<br>Job Title:<br>Supervisor:<br>Reason for Leaving: | Dates Employed: From To<br>Hourly Rate/Salary: Starting Final | Work Performed: | |

If you need additional space, please continue on a separate sheet of paper.

List professional, trade, business or civic activities and offices held.
*You may exclude membership which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status.*

# ART MATERIALS SERVICE

Tel.732.545.8888 Fax.732.545.9166

NAME: Paul Dulberg

DATE: 3/3/11

- ☐ PLEASE SHOW YOUR WORK
- ☐ REDUCE FRACTIONS TO SIMPLEST FORM

1. 2590 + 1912 = 4502

2. 80,913 − 3,136 = 77,777

3. 299/27 = 10 24/27 = 10 8/9

4. 8,423 × 68 = 573,164

5. 67 + 41 = 108

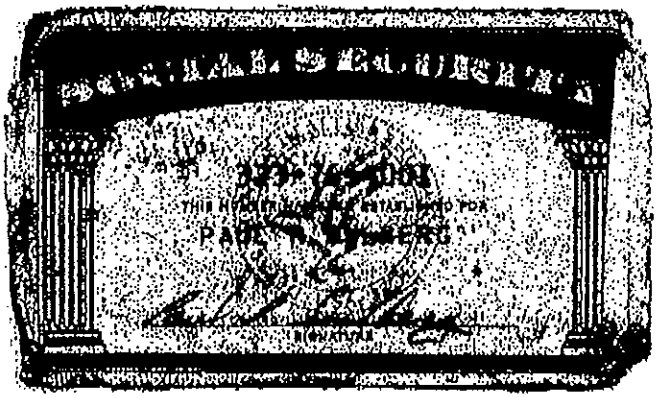
6. 905 × 217 = 196,385

7. 556/69 = 8 4/69 ≈ 8.06

8. 2/3 + 7/12 = 8/12 + 7/12 = 15/12 = 1

9. 24,901 − 17,285 = 7616

10. WHAT IS 20% OF 400? = 80



ATTN: Karen

# Applicant's Statement

I certify that answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision.

This application for employment shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for employment beyond this time period should inquire as to whether or not applications are being accepted at that time.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an *"at will"* nature, which means that the Employee may resign at any time and the Employer may discharge Employee at any time with or without cause. It is further understood that this *"at will"* employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of this organization.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the employer.

Paul Quilty — Signature of Applicant

3-3-11 — Date

## References

1. Joe. Graves ( ) — (Name) Phone #
   (Address)
2. ( ) — (Name) Phone #
   (Address)
3. ( ) — (Name) Phone #
   (Address)

NOTES

This Application For Employment is sold for general use throughout the United States. Amsterdam Printing and Litho assumes no responsibility for the use of said form or any questions which, when asked by the employer of the job applicant, may violate State and/or Federal Law.

# HIPAA AUTHORIZATION FORM

PATIENT NAME: _____

DATE OF BIRTH: _____

DATE OF SERVICE: _____

PURSUANT TO 735 ILCS 5/8-2001, 735 ILCS 5/8-2003 OF THE ILLINOIS COMPILED STATUTES AND HIPAA, I HEREBY AUTHORIZE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION ABOUT ME AS DESCRIBED BELOW.

1. The following specific person or class of persons or facility is authorized to make the requested use or disclosure:

**Medical Provider:** _____

_____

2. The **Law Offices of Thomas J. Popovich, P.C.**, may receive disclosure of protected health information about me.

3. The specific information that should be disclosed is: a copy of my entire hospital record and/or information in connection with the hospitalization/treatment date(s). I fully understand that my entire hospital record may contain mental health and developmental disabilities, alcohol and/or drug abuse, and/or Acquired Immune Deficiency Syndrome (AIDS)/HIV tests results and/or information. The medical records and/or healthcare information authorization to be disclosed hereunder are privileged and confidential and may be disclosed only on my authorization, except as required by law. I understand that information disclosed pursuant to this authorization may be re-disclosed by health information or medical records. I may inspect and arrange for photocopies of the records/healthcare information that are to be disclosed.

4. I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by federal privacy regulations.

5. I may revoke this authorization by notifying Law offices of Thomas Popovich in writing of my desire to revoke it. However, I understand that any action already taken in reliance of this authorization cannot be reversed, and my revocation will not affect those actions. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.

6. **THIS AUTHORIZATION EXPIRES ONE YEAR FROM THE DATE OF MY SIGNATURE.**

7. This information for which I am authorizing disclosure will be used for the purpose of my legal action being handled by my attorneys, Law Offices of Thomas J. Popovich, P.C.

X Paul Mulloy _____ 7/12/12

SIGNATURE OF PATIENT OR LEGAL REPRESENTATIVE — Date

If signed by legal representative, relationship to patient: _____

Maria Dillon _____ 7-12-12

Signature of witness — Date

HIPAA AUTHORIZATION FORM

PATIENT NAME: _____

DATE OF BIRTH: _____

DATE OF SERVICE: _____

PURSUANT TO 735 ILCS 5/8-2001, 735 ILCS 5/8-2003 OF THE ILLINOIS COMPILED STATUTES AND HIPAA, I HEREBY AUTHORIZE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION ABOUT ME AS DESCRIBED BELOW.

1. The following specific person or class of persons or facility is authorized to make the requested use or disclosure:

**Medical Provider:** _____

_____

2. The **Law Offices of Thomas J. Popovich, P.C.,** may receive disclosure of protected health information about me.

3. The specific information that should be disclosed is: a copy of my entire hospital record and/or information in connection with the hospitalization/treatment date(s). I fully understand that my entire hospital record may contain mental health and developmental disabilities, alcohol and/or drug abuse, and/or Acquired Immune Deficiency Syndrome (AIDS)/HIV tests results and/or information. The medical records and/or healthcare information authorization to be disclosed hereunder are privileged and confidential and may be disclosed only on my authorization, except as required by law. I understand that information disclosed pursuant to this authorization may be re-disclosed by health information or medical records. I may inspect and arrange for photocopies of the records/healthcare information that are to be disclosed.

4. I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by federal privacy regulations.

5. I may revoke this authorization by notifying law offices of Thomas Popovich in writing of my desire to revoke it. However, I understand that any action already taken in reliance of this authorization cannot be reversed, and my revocation will not affect those actions. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.

6. **THIS AUTHORIZATION EXPIRES ONE YEAR FROM THE DATE OF MY SIGNATURE.**

7. This information for which I am authorizing disclosure will be used for the purpose of my legal action being handled by my attorneys, Law Offices of Thomas J. Popovich, P.C.

X Paul Dalton
SIGNATURE OF PATIENT OR LEGAL REPRESENTATIVE

6/3/12
Date

If signed by legal representative, relationship to patient: _____

Maria Dillon
Signature of witness

6-3-12
Date

# HIPAA AUTHORIZATION FORM

PATIENT NAME: _____

DATE OF BIRTH: _____

DATE OF SERVICE: _____

PURSUANT TO 735 ILCS 5/8-2001, 735 ILCS 5/8-2003 OF THE ILLINOIS COMPILED STATUTES AND HIPAA, I HEREBY AUTHORIZE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION ABOUT ME AS DESCRIBED BELOW.

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_____

2. The **Law Offices of Thomas J. Popovich, P.C.,** may receive disclosure of protected health information about me.

3. The specific information that should be disclosed is: a copy of my entire hospital record and/or information in connection with the hospitalization/treatment date(s). I fully understand that my entire hospital record may contain mental health and developmental disabilities, alcohol and/or drug abuse, and/or Acquired Immune Deficiency Syndrome (AIDS)/HIV tests results and/or information. The medical records and/or healthcare information authorization to be disclosed hereunder are privileged and confidential and may be disclosed only on my authorization, except as required by law. I understand that information disclosed pursuant to this authorization may be re-disclosed by health information or medical records. I may inspect and arrange for photocopies of the records/healthcare information that are to be disclosed.

4. I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by federal privacy regulations.

5. I may revoke this authorization by notifying _____ in writing of my desire to revoke it. However, I understand that any action already taken in reliance of this authorization cannot be reversed, and my revocation will not affect those actions. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.

6. **THIS AUTHORIZATION EXPIRES ONE YEAR FROM THE DATE OF MY SIGNATURE.**

7. This information for which I am authorizing disclosure will be used for the purpose of my legal action being handled by my attorneys, Law Offices of Thomas J. Popovich, P.C.

X _____ _____

SIGNATURE OF PATIENT OR LEGAL REPRESENTATIVE Date

If signed by legal representative, relationship to patient:_____

_____ _____

Signature of witness Date

# HIPAA AUTHORIZATION FORM

PATIENT NAME: _____

DATE OF BIRTH: _____

DATE OF SERVICE: _____

PURSUANT TO 735 ILCS 5/8-2001, 735 ILCS 5/8-2003 OF THE ILLINOIS COMPILED STATUTES AND HIPAA, I HEREBY AUTHORIZE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION ABOUT ME AS DESCRIBED BELOW.

1. The following specific person or class of persons or facility is authorized to make the requested use or disclosure:

**Medical Provider:** _____

_____

2. The **Law Offices of Thomas J. Popovich, P.C.,** may receive disclosure of protected health information about me.

3. The specific information that should be disclosed is: a copy of my entire hospital record and/or information in connection with the hospitalization/treatment date(s). I fully understand that my entire hospital record may contain mental health and developmental disabilities, alcohol and/or drug abuse, and/or Acquired Immune Deficiency Syndrome (AIDS)/HIV tests results and/or information. The medical records and/or healthcare information authorization to be disclosed hereunder are privileged and confidential and may be disclosed only on my authorization, except as required by law. I understand that information disclosed pursuant to this authorization may be re-disclosed by health information or medical records. I may inspect and arrange for photocopies of the records/healthcare information that are to be disclosed.

4. I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by federal privacy regulations.

5. I may revoke this authorization by notifying _____ in writing of my desire to revoke it. However, I understand that any action already taken in reliance of this authorization cannot be reversed, and my revocation will not affect those actions. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.

6. **THIS AUTHORIZATION EXPIRES ONE YEAR FROM THE DATE OF MY SIGNATURE.**

7. This information for which I am authorizing disclosure will be used for the purpose of my legal action being handled by my attorneys, Law Offices of Thomas J. Popovich, P.C.

X _____ _____

SIGNATURE OF PATIENT OR LEGAL REPRESENTATIVE Date

If signed by legal representative, relationship to patient:_____

_____ _____

Signature of witness Date

# HIPAA AUTHORIZATION FORM

PATIENT NAME: _____

DATE OF BIRTH: _____

DATE OF SERVICE: _____

PURSUANT TO 735 ILCS 5/8-2001, 735 ILCS 5/8-2003 OF THE ILLINOIS COMPILED STATUTES AND HIPAA, I HEREBY AUTHORIZE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION ABOUT ME AS DESCRIBED BELOW.

1. The following specific person or class of persons or facility is authorized to make the requested use or disclosure:

**Medical Provider:** _____

_____

2. The **Law Offices of Thomas J. Popovich, P.C.,** may receive disclosure of protected health information about me.

3. The specific information that should be disclosed is: a copy of my entire hospital record and/or information in connection with the hospitalization/treatment date(s). I fully understand that my entire hospital record may contain mental health and developmental disabilities, alcohol and/or drug abuse, and/or Acquired Immune Deficiency Syndrome (AIDS)/HIV tests results and/or information. The medical records and/or healthcare information authorization to be disclosed hereunder are privileged and confidential and may be disclosed only on my authorization, except as required by law. I understand that information disclosed pursuant to this authorization may be re-disclosed by health information or medical records. I may inspect and arrange for photocopies of the records/healthcare information that are to be disclosed.

4. I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by federal privacy regulations.

5. I may revoke this authorization by notifying _____ in writing of my desire to revoke it. However, I understand that any action already taken in reliance of this authorization cannot be reversed, and my revocation will not affect those actions. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.

6. **THIS AUTHORIZATION EXPIRES ONE YEAR FROM THE DATE OF MY SIGNATURE.**

7. This information for which I am authorizing disclosure will be used for the purpose of my legal action being handled by my attorneys, Law Offices of Thomas J. Popovich, P.C.

X Paul Dubay _____ _____

SIGNATURE OF PATIENT OR LEGAL REPRESENTATIVE Date

If signed by legal representative, relationship to patient:_____

_____ _____

Signature of witness Date

# *Ehrmann Gehlbach Badger Lee & Considine, LLC*

*215 E. First Street, Suite 100*
*Dixon, IL 61021*
*815-288-4949*
*Fax: 815-288-3068 E-mail: heeg@egblc.com*

FAX TRANSMISSION COVER SHEET

***Date:*** *February 16, 2015*

***To:*** *Hans Mast, Esq.*

***Fax:*** *815-344-5280*

***Re:*** *Dulberg* *090129*

***Sender:*** *Megan G. Heeg, Esq./kme*

*YOU SHOULD RECEIVE 4 PAGES, INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 815-288-4949.*

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**********

**CONFIDENTIALITY NOTICE:** The information contained in this facsimile message is **ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION** intended only for the use of the individual or entity named herein. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the United States Postal Service. Thank you.

Dahlberg LIEN


# Ehrmann Gehlbach Badger Lee & Considine, LLC

Attorneys At Law
Commerce Towers, Suite 100
P.O. Box 447
219 E. First Street
Dixon, IL 61021

telephone: (815) 288-4949
facsimile: (815) 288-3068
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Dana M. Considine
Megan G. Heeg
Darla A. Foulker
Sarwat B. Hanif

Rolfe F. Ehrmann
1949 – 2011
Warren H. Badger
1911-2005


February 16, 2015

BY FAX
Hans A. Mast, Esq.
The Law Offices of Thomas J. Popovich P.C.
3416 W. Elm Street
McHenry, IL 60050

Re: Your File: Paul Dulberg v. David Gagnon, et al
My File: Bankruptcy Estate of Paul Dulberg; Case No. 14-82297

Dear Attorney Mast:

Thank you for the information you sent on January 23rd. At this point in time, I am unable to determine if my bankruptcy case may be an asset case. (If it might be an asset case, my Estate needs to retain you to continue the pending pi case -- assuming you can be and want to be retained.)

I received from you a list of medical bills (which bills total over $58,000.) In addition, I just received from Debtor's counsel a copy of a letter from US Phy, by which this creditor claims a medical lien.

Can you please advise:

1) What is the total amount of medical liens filed against the pending pi case? (I received a copy of a document, listing medical bills totaling $58,387.33, but I don't know if any of these bills are unpaid and, if so, if the unpaid providers timely filed a medical lien).

2) As to the medical lien apparently claimed by US Phy (via its letter of January 8, 2015 - a copy of which is attached for your ready reference) is this letter the first lien claim it made against the personal injury cause of action? If so, based upon the little research I've done, to date, I don't think this letter is sufficient to claim a lien -- post-bankruptcy filing -- on Debtor's right to recover in his pi case. (It may be that I need to file

something in the bankruptcy case to cause this lien to be removed. Investigation continues.)

3) Once I know the above facts, I will need to know the potential range of recovery, and, assuming the potential recovery is large enough, if you want to be retained by the Bankruptcy Estate to continue to represent the Debtor/Estate in the pending personal injury cause of action.

I look forward to hearing from you again soon.

Very truly yours,

EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC

Megan G. Heeg

MGH/kme

| | |
|---|---|
| **Subject:** | Fwd: Voice tape |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:31 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 11, 2015 at 1:35:46 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Voice tape**
>
> Hi Hans,
> Still Haven't received the actual voice tape/recording listed as gagnon exhibit 2.
> I can pick it up, please let me know when.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Medical Depositions |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:31 AM |

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dulberg <pdulberg@comcast.net>
**Date:** August 26, 2015 at 3:37:06 PM CDT
**To:** Hans Mast <hansmast@att.net>
**Subject: Medical Depositions**

Hans,

I have found in the paperwork you provided me of the notice of discovery for the Dr's depositions.

All of the paperwork clearly states they were to be deposed before Merrill Legal Solutions on various dates.

Upon contacting Merrill Legal Solutions, none of the Dr's depositions were recorded by that company. In fact, Merrill claims that they did not record any depositions in my case whatsoever.

So, what company did the recording of the Dr's depositions you claimed to have attended?

Paul

Paul Dulberg
847-497-4250

| | |
|---|---|
| **Subject:** | Fwd: Medical deposition information |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:31 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 20, 2015 at 11:44:54 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Medical deposition information**
>
> Hi Hans,
>
> I need the information requested in the email listed below.
>
> Please let me know if you know who, how or where to obtain the depositions taken.
>
> Did you order up those medical Depositions or did Gagnon or McGuire order those up?
>
> If you don't know or don't have it that's ok, just say you don't know.
>
> Thank you,
> Paul
>
> > On Aug 19, 2015, at 7:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> >
> > Please provide the contact information for the company or companies that recorded the medical depositions for each of the medical providers in Dulberg v. Gagnon et. al.
> >
> > Thank you in advance,
> >
> > Paul
> >
> > Paul Dulberg

847-497-4250

Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Medical deposition information |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:31 AM |

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dulberg <pdulberg@comcast.net>
**Date:** August 19, 2015 at 7:01:24 PM CDT
**To:** Hans Mast <hansmast@att.net>
**Subject: Medical deposition information**

Hi Hans,

Please provide the contact information for the company or companies that recorded the medical depositions for each of the medical providers in Dulberg v. Gagnon et. al.

Thank you in advance,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Case File |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:31 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 17, 2015 at 3:09:54 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Case File**
>
> What company was hired to do the recordings for the medical depositions and what is their contact information?
>
> Thanks again,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Aug 17, 2015, at 2:50 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > We gave you whatever we have. We probably didn't incur the expense for copies.
> >
> > Sent from my iPhone
> >
> > > On Aug 17, 2015, at 2:40 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Thank you in advance for sending the audio recording.
> > >
> > > I noticed none of the medical depositions have been included in the file.

| | |
|---|---|
| **Subject:** | Fwd: Lean buyout |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:30 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 7, 2015 at 11:39:46 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Lean buyout**
>
> Hi Hans,
>
> I need to know if your willing to take a cash payout to release your lean on my case?
> If so, how much do you want?
>
> Hope life has been good,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Certified mail |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:30 AM |

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dulberg <pdulberg@comcast.net>
**Date:** March 13, 2015 at 1:03:03 PM CDT
**To:** HANS MAST <hansmast@att.net>
**Subject: Re: Certified mail**

Sir,

Your car analogy is wrong...
Your in possession of intellectual information vital to a court case that you chose not to be part of but have a lean to protect your investment.
Not tangible real items such as cars which by the way are given out all the time with leans against titles for the cost of the car.

As of this morning, I am my own representation until such time as I may or may not hire new representation.

Please treat me with the same respect as you would a hired Representitive and turn over all materials pertaining to this case.

Every day that I don't have those materials is damaging to me. I already have in excess of $2,000 logged, including but not limited to travel time and personal time speaking with new attorneys.

I understand you and I have irreconcilable differences. They are so vast that I no longer trust you with any information and do not want you to correspond with the new council. You will work through me for there is no one else allowed to speak to you concerning this matter.

So I am asking you to please turn over all materials so we can part ways and both recover our losses.

Please don't make me start this case over with new depositions, etc... Because of your stubbornness.

This is the last time I am asking you to treat me with some respect and furnish all materials pertaining to this case.

Any further delay on you or your firms part will be considered a hostile act.

Thank you for the work you have done. You have your lean against this case and that's all your entitled to.

If I don't get the files in a timely manner, I'm billing you for each hour that passes.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 13, 2015, at 12:23 PM, HANS MAST <hansmast@att.net> wrote:

> Paul, Im not going to get into a fight with you. So this will be my last email. I said the file is ready when your attorney wants to pick it up - but as all attorneys know in this sort of practice the file does not get turned over until the costs are paid. The costs we invested in the case together with our unpaid time is what has produced the file that you now want without paying for. Its like selling a car. You don't turn over the car until the car is paid for. As I said before, I will work with your attorney. If you don't want him to contact me, that is up to you. But any attorney worth their salt will know that I am doing what any other attorney would do under the same circumstances. You keep criticizing me, but someday you will realize that everything I told you is exactly as it is and will be.
>
> Good Luck in the future.
> Hans
>
> On Friday, March 13, 2015 12:18 PM, HANS MAST <hansmast@att.net> wrote:
>
> On Friday, March 13, 2015 12:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hans,
>
> May I remind you, Less than 2 weeks ago you said in an email you had all the records ready for my new attorney. I can provide a copy of that email if you can't even remember two weeks ago or can't figure out how to go back that far in your email account.
>
> Now that you removed yourself, you claim that you cannot turn over the records until your paid.
>
> The lean is your only guarantee. It's the same guarantee all the medical professionals have against this case.
>
> If you are unwilling then This has all the makings of what society calls a shyster lawyer.

Please Turn over all records pertaining to this case from start to finish for you may not speak with my new council.

I most likely already have to pay double attorney fees for this case thanks to you.

Please don't cost me any more money or I may just let this case expire and you get nothing.

Is that what you want?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Mar 13, 2015, at 11:49 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Sir,
>
> Your fees are guaranteed. You have your lean.
>
> Please don't make me go before the judge and have the records subpoenaed.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
>> On Mar 13, 2015, at 11:25 AM, Hans Mast <hansmast@att.net> wrote:
>>
>> Paul, I'm happy to deal with your new attorney on our fee but we can't release the file until we get our costs paid back.
>>
>> Sent from my iPhone
>>
>>> On Mar 13, 2015, at 11:21 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>>
>>> Hans/Sir,
>>>
>>> I don't want my new attorney to even speak with you.
>>> And yes I have that right.
>>>
>>> You have your lean against this case and you removed yourself against my wishes. That lean is as good as it gets. Your guaranteed your share.
>>>
>>> Please Have those files ready and notify me when I may pick them up as I am limited on the time to hire a new attorney.
>>>

>>> Paul Dulberg
>>> 847-497-4250
>>> Sent from my iPad
>>>
>>>> On Mar 13, 2015, at 11:01 AM, Hans Mast <hansmast@att.net> wrote:
>>>>
>>>> Paul. I am seriously willing to work with you to get new counsel. But you have to understand that until our costs are paid we can't let the file out of our office because we invested all the time and money into the file. Your new attorney will surely know this....
>>>>
>>>> Sent from my iPhone
>>>>
>>>>> On Mar 13, 2015, at 10:51 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>>>>
>>>>> Hans,
>>>>>
>>>>> Your motion was granted.
>>>>>
>>>>> Please put together all the materials you have concerning this case and notify me when they can be picked up.
>>>>>
>>>>> Please include everything, emails, notes, depositions, motions, recordings, etc...
>>>>>
>>>>> Paul
>>>>>
>>>>> Paul Dulberg
>>>>> 847-497-4250
>>>>> Sent from my iPad
>>>>>
>>>>>> On Mar 12, 2015, at 5:38 PM, Hans Mast <hansmast@att.net> wrote:
>>>>>>
>>>>>> Paul I wish you the best of luck in the future. I'm sorry it couldn't have worked out better for you.

| | |
|---|---|
| **Subject:** | Fwd: Dr. Kujawa |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:28 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 10, 2015 at 11:14:15 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Dr. Kujawa**
>
> Hans,
>
> You should have the billing for Dr. Kujawa ending on my last visit.
>
> Today I had another appointment with her. She set me up to see her again in 6 months on September 15th and it will be every 6 months from this point on. This visit is not included in the Billing you received.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Council |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:28 AM |

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dulberg <pdulberg@comcast.net>
**Date:** March 9, 2015 at 8:04:22 AM CDT
**To:** HANS MAST <hansmast@att.net>
**Subject: Re: Council**

Did you file it with the court?

My feelings are all over the place...
I became disabled and until you experience this for yourself you just can't understand it. The mental side of becoming disabled is not something I'm dealing with too well. The stress is incredibly frustrating. I go from slap happy silly to incredible anger pushing everyone away. Even those trying to help. Trust me, no one not even myself understands my feelings.

I'm not relieving you, I'm taking the chance to believe in you.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 9, 2015, at 7:52 AM, HANS MAST <hansmast@att.net> wrote:

> Paul. Im very sorry, but we have come to a point where there is just nothing more I feel I can do for you. You have made your feelings very clear. So we will just proceed with the understanding that you will find a new attorney. I will have a motion to withdraw as your attorney sent to you. Good luck in the future.
>
> Hans
>
> On Friday, March 6, 2015 10:59 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hans,

As bad as things are looking from my prospective it appears I'm stuck with you good or bad.

I hope underneath it all you mean well and you can do something during this next settlement that restores my faith in the system.

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 5, 2015, at 9:51 AM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hans,

I suggest you find out if your partner Tom Popovich did in fact go to high school with the Defendant David Gagnon and his Sister Diane and get back to me ASAP.

It's an awful thing to find out the head firm I hired to represent me was in fact an old schoolmate of the party I'm suing. Especially after that firm had me sign off on a lean against the proceeds, then bullied me into an extremely cheap deal with the defendants moms insurance.

The picture I'm seeing is not a good one so you had better come back with a more accurate answer.

Thank you

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 5, 2015, at 9:37 AM, Paul Dulberg <pdulberg@comcast.net> wrote:

I thank you for your answer but I beg to differ with your conclusion

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 5, 2015, at 9:17 AM, Hans Mast <hansmast@att.net> wrote:

Paul I have no idea who Tom went to high school with and it has no bearing on anything in the case.

Sent from my iPhone

On Mar 5, 2015, at 8:39 AM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hans,
I'm waiting for an answer

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 9:10 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hans,

Did Tom Popovich go to high school with the defendant David Gagnon and the defendants sister Diane Gagnon?

Please tell me I'm wrong

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 7:44 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Is it true, Your partner, the head of your firm, the same firm who you said wont back me in this case after they took it on, went to a small town high school in johnsburg il with both the defendant David Gagnon and his sister?

I'm starting to see a conflict of interest

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 6:42 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hans,

If I have to get a new attorney in the 11th hour of this, The damage done to my case far outweighs your lean.

If you sign off the lean I'll see to it your paid for your real costs.

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 6:26 PM, Hans Mast <hansmast@att.net> wrote:

It depends on what the recovery is. I can work it out with your new attorney. Technically it's one third of the recovery but obviously that's not going to work because your attorney needs to be paid for something too. The whole calculation is done at the end of the case. There's simply no way to do it until the case is settled and we know what the amount is.

Sent from my iPhone

On Mar 4, 2015, at 6:23 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

And how much money is the lean for?

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 6:18 PM, Hans Mast <hansmast@att.net> wrote:

The lien cannot get resolved until the case gets resolved.

Sent from my iPhone

On Mar 4, 2015, at 6:17 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

That was not my dismissal of you or your firm yet.
We need to settle up the costs and dissolve our relationship.
Please explain all costs you feel entitled to.
Thank you

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 5:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hans,
I'm just a laymen but my eyes are opening, As you should very well know, I can't have a new attorney until we are dissolved. So, your suggestions to me for over a year to get a new attorney is in error, one of many to my dismay.
I no longer feel you or your firm are seeing to my best interests and most likely haven't been since I signed on.
It's a shame because you come across to me as a Jon Stewart type and I honestly thought you would be good.

Costs on this case, What costs?
You mean the filing fees and copy fees Or are you pursuing something more?

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 4:29 PM, Hans Mast <hansmast@att.net> wrote:

Paul as I said before I cannot sign and release our lien before the case is resolved. That doesn't make any sense. But if you're new attorney is willing to reimburse us for our costs I'm sure we can work out something at the appropriate time.

Sent from my iPhone

On Mar 4, 2015, at 4:23 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Are you willing to sign a lean release?

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 3:56 PM, HANS MAST <hansmast@att.net> wrote:

> Well I can wait a little bit if you need more time...but Im prepared to do it anytime..
>
> On Wednesday, March 4, 2015 3:44 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Are you asking me or is that your intentions?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Mar 4, 2015, at 3:34 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > I can do it either now or after the pretrial settlement conference.
> >
> > Sent from my iPhone
> >
> >> On Mar 4, 2015, at 3:24 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >>

>> Hans,
>> Do you plan to file a motion to remove yourself from this case?
>>
>> Paul Dulberg
>> 847-497-4250
>> Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Dr.Kujawa billing |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:26 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 4, 2015 at 8:21:56 AM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Dr.Kujawa billing**
>
> Hans,
> I received the billing information from Dr. Kujawa's office.
> Will drop it off next time I'm in town.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Release of atty lean |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:26 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 23, 2015 at 4:36:12 PM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Release of atty lean**
>
> Thanks
> On another note;
> The McGuires home owners policy...
> How did they get around the agency clause?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Feb 23, 2015, at 4:27 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > Paul I'm definitely willing to be reasonable and consider several different options. Typically how it's done is I will work with your new attorney on the details. But to have me release everything given the time and expense I've invested in the case without knowing what the final result is unfair. We have completed substantially 100% of the fact discovery. All that needs to be done is deposing experts and going to trial. But don't get me wrong I think we can work out something very reasonable. Typically any type of lien arrangement is done when the case is concluded.
> >
> > Sent from my iPhone
> >
> > > On Feb 23, 2015, at 4:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hans,

Once I find new council, Are you willing to release all leans and fees you and your firm have for this case?

Paul Dulberg

847-497-4250

Sent from my iPad

| | |
|---|---|
| **Subject:** | Fwd: Memo |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, December 1, 2017 12:23 AM |

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dulberg <pdulberg@comcast.net>
**Date:** February 22, 2015 at 11:33:50 PM CST
**To:** Hans Mast <hansmast@att.net>
**Subject: Re: Memo**

How much are you or Your firm willing to pay me for the inconvenience of finding new council after sitting on this case?

> On Feb 22, 2015, at 9:38 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> No answer, that's what I thought...
>
> Your not very quick when cornered and your not excused from this case until I say you are whether or not your firm agrees.
>
> Got it?
>
> > On Feb 22, 2015, at 9:05 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Is your wanting out a personal issue with me or is it strictly financial?
> >
> > > On Feb 22, 2015, at 9:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Oh, and unless I'm wrong, David did admit to having control over the chainsaw. David, in his lie, admitted to seeing me move my arm and continued along his path with the chainsaw at cutting rpm's.

In effect he did admit it was his fault.

> On Feb 22, 2015, at 8:52 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> You do not have my consent to quit.
>
> > On Feb 22, 2015, at 8:23 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > Paul, honesty hurts. I am honest to a fault sometimes. You told me at the start that David would admit his fault. That proved not to be true. Still your threats and putdowns don't change anything. Just find another attorney and we can part ways.
> >
> > Sent from my iPhone
> >
> > > On Feb 22, 2015, at 8:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > To be honest, you took this case knowing it was my word vs. his.
> > >
> > > Now you back out because the value of the case isn't worth your time?
> > >
> > > You got some nerve and your earning the

reputation of a shady lawyer

On Feb 22, 2015, at 7:42 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

To believe David's version of events you must believe I was committing suicide.

Who in their right mind puts his arm into a chainsaw?

I figured you would cop out again...

Now I'm left wondering...

How hard is it to sue an atty?

And yes I am and have been looking for someone who will take this case...

The issue of my word vs David Gagnons... Did he cut me or did I cut myself?

Of coarse he cut me.

Next issue please?

Paul Dulberg

847-497-4250

Sent from my iPad

> On Feb 22, 2015, at 7:20 PM, Hans Mast <hansmast@att.net> wrote:

| | |
|---|---|
| **Subject:** | Re: Med deps taken |
| **From:** | Paul Dulberg (pdulberg@comcast.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Friday, August 28, 2015 11:18 AM |

Thank you!

On Aug 27, 2015, at 3:33 PM, Sheila Quinlan <sheilamquinlan@yahoo.com> wrote:

> Dr. Scott Sagerman dep taken 10/15/13 before court reporter Jill Tiffany, Vahl Reporting 847/244-4117.
> Dr. Marcus Talerico dep taken 10/28/13 before court reporter Terri Clark, Vahl Reporting 847/244-4117.
> Dr. Ford dep taken 11/20/13 before court reporter Margaret Orton, Vahl Reporting 847/244-4117.
> Dr. Kujawa dep taken 7/23/14 before court reporter Jill Tiffany, Vahl Reporting 847/244-4117.
>
> ***Sheila M. Quinlan***
> ***Law Offices of Thomas J. Popovich, P.C.***
> ***815.344.3797***
> ***815.344.5280 fax***

| | |
|---|---|
| **Subject:** | Fwd: Case files |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Monday, July 20, 2015 8:17 AM |

Sent from my iPhone

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 20, 2015 at 8:07:04 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Case files**
>
> Hi Hans,
> Sorry I need to bother you again.
> I need your electronic case file for Paul Dulberg along with all paper files you have.
> I did get the paper files from Brad Balke however of the plaintiffs/defendants depositions I received sections are missing in each and there are no dr's depositions at all. Brad promises he turned over everything he received from you.
> Please collect all relevant information you have for this and notify me when it will be available to be picked up.
> Thank you in advance for your help with this matter,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

| | |
|---|---|
| **Subject:** | Dulberg |
| **From:** | Sheila Quinlan (sheilamquinlan@yahoo.com) |
| **To:** | brad@balkelaw.com; hansmast@att.net; |
| **Date:** | Thursday, April 2, 2015 2:28 PM |

Please find attached the medical expense report of Paul Dulberg with attached billing. If you'd like it faxed as well, please advise. The originals will be put in the mail today to you.

Thanks.

*Sheila M. Quinlan*
*Law Offices of Thomas J. Popovich, P.C.*
*815.344.3797*
*815.344.5280 fax*

## Attachments

- MER 4-2-15.pdf (15.56MB)

| | |
|---|---|
| **Subject:** | Fwd: Dulberg Specials list |
| **From:** | Hans Mast (hansmast@att.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Thursday, April 2, 2015 2:22 PM |

Sent from my iPhone

Begin forwarded message:

> **From:** "Brad Balke" <brad@balkelaw.com>
> **Date:** April 2, 2015 at 2:18:23 PM CDT
> **To:** "'Hans Mast'" <hansmast@att.net>
> **Subject: RE: Dulberg Specials list**
> **Reply-To:** <brad@balkelaw.com>
>
> My fax is 312-986-8072.
>
> I will tell him, actually.
>
> ---
>
> **From:** Hans Mast [mailto:hansmast@att.net]
> **Sent:** Thursday, April 02, 2015 2:14 PM
> **To:** <brad@balkelaw.com>
> **Cc:** Sheila Quinlan
> **Subject:** Re: Dulberg Specials list
>
> I'll fax it over to you Brad. Tell the client what a great job I did ha ha Ha
>
> Sent from my iPhone
>
> On Apr 2, 2015, at 2:12 PM, Brad Balke <brad@balkelaw.com> wrote:
>
> > Hans,
> >
> > I went through a lot of this. The deposition of Caroline McGuire was excruciating!
> >
> > I didn't find your specials list (totaling $58k.) Do you have it?

Thanks again for your professionalism and good work on this.

Brad

---

**From:** Hans Mast [mailto:hansmast@att.net]
**Sent:** Friday, March 20, 2015 2:25 PM
**To:** Brad J Balke
**Subject:** Re: Dulberg

Ok

Sent from my iPhone

On Mar 20, 2015, at 2:24 PM, Brad J Balke <brad@balkelaw.com> wrote:

> I don't think we need one since you were already granted the withdrawl, and I have already filed my appearance.

---

> **From:** Hans Mast
>
> **Sent:** Friday, March 20, 2015 2:01 PM
>
> **To:** <brad@balkelaw.com>
>
> **Subject:** Re: Dulberg
>
> Ok Brad. Can u forward / fax a stipulation for substitution for me to execute and exchange also on Monday.
>
> Sent from my iPhone
>
> On Mar 20, 2015, at 1:48 PM, Brad Balke <brad@balkelaw.com> wrote:
>
> > Just take your fee and send me the rest. That would be easiest accounting-wise, I think. See you Monday morning.

| | |
|---|---|
| **Subject:** | Re: Medical Expense Report |
| **From:** | Paul Dulberg (pdulberg@comcast.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Tuesday, September 23, 2014 7:32 PM |

Thank you

Paul Dulberg
847-497-4250
Sent from my iPad

On Sep 22, 2014, at 11:55 AM, Sheila Quinlan <sheilamquinlan@yahoo.com> wrote:

> Please find attached a copy of your medical expense report from Hans.
>
> ***Sheila M. Quinlan***
> ***Law Offices of Thomas J. Popovich, P.C.***
> ***815.344.3797***
> ***815.344.5280 fax***
>
> <Medical Expense Report 9-22-14.pdf>

| | |
|---|---|
| **Subject:** | Re: Bankruptcy |
| **From:** | Hans Mast (hansmast@comcast.net) |
| **To:** | pdulberg@comcast.net; |
| **Cc:** | sheilamquinlan@yahoo.com; |
| **Date:** | Monday, September 22, 2014 10:06 AM |

I'll have Sheila send you want to bring with you to your appointment

Sent from my iPhone

> On Sep 22, 2014, at 10:02 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hi Hans,
> I have an appointment with David Stretch a bankruptcy lawyer in McHenry on Friday and he is asking for a copy of all of my bills including medical.
> David said he could accept a spreadsheet or something from your firm.
> Please advise
> Thanks,
> Paul
>
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

| | |
|---|---|
| **Subject:** | RE: Dulberg - Dep of Dr. Kujawa |
| **From:** | Panos, Diane (Diane.Panos@allstate.com) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Tuesday, July 22, 2014 12:26 PM |

Yes, Dr. Kujawa dep is confirmed for 1:30 going at 2614 Patriot Blvd., Glenview. Thank you

---

**From:** Sheila Quinlan [mailto:sheilamquinlan@yahoo.com]
**Sent:** Tuesday, July 22, 2014 10:14 AM
**To:** Panos, Diane
**Subject:** Dulberg - Dep of Dr. Kujawa

Please let me know if this dep is going tomorrow at 1:30 p.m. in Glenview.

Thank you.

***Sheila M. Quinlan***

***Law Offices of Thomas J. Popovich, P.C.***

***815.344.3797***

***815.344.5280 fax***

| | |
|---|---|
| **Subject:** | Fwd: Re: Address for David Gagnon |
| **From:** | Hans Mast (hansmast@comcast.net) |
| **To:** | sheilamquinlan@yahoo.com; |
| **Date:** | Wednesday, April 11, 2012 11:30 AM |

Please send MER to client

----- Forwarded Message -----
From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Wed, 11 Apr 2012 14:44:30 -0000 (UTC)
Subject: Re: Address for David Gagnon

Morning Hans,

After taking the night to sleep on it and discussing it with my family, I think your right. If you feel confident that now is the time to file and we will win, let's just do it.

Do I need to come in and sign anything?

Also, I never did receive that list you have of medical providers so I can correct the missing providers and dates.

Just so you know, I am considering heavily whether or not to let Dr. Sagerman do the exploratory surgery to try and fix my arm. It's a 50/50 chance of making it better or worse. My arm and hand is giving me problems every day and it's downright frustrating and painful at times. I am leaning towards just doing the surgery because I have to try or it's going to be rough living this way the rest of my life. If I do decide to let Dr. Sagerman do the surgery, I'm sure it's going to cost a lot of money and I'm worried that if we file suite now if it will be paid for.

Thanks again,
Paul

Paul Dulberg
847-497-4250

On Apr 10, 2012, at 7:12 PM, Hans Mast <hansmast@comcast.net> wrote:

> no. we can file now.
>
> Sent from my iPhone
>
> On Apr 10, 2012, at 5:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> > Hans,
> > I have to consider that I may need more medical. Does it matter if I am finished with medical end of things before we do this?
> >
> > Paul Dulberg
> > 847-497-4250
> >
> > On Apr 10, 2012, at 4:53 PM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > > Lets just file suit..ok?
> > >
> > > ----- Original Message -----

From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Tue, 10 Apr 2012 21:49:09 -0000 (UTC)
Subject: Re: Address for David Gagnon

Hans, in your best professional opinion what's best?

Paul Dulberg

847-497-4250

On Apr 10, 2012, at 2:55 PM, Hans Mast <hansmast@comcast.net> wrote:

> Given his response, maybe we should jsut file suit on this claim. I'd hate for him to move and we not be able to contact him for the lawsuit.
>
> Is that ok if we file suit.
>
> Thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Tue, 10 Apr 2012 19:26:32 -0000 (UTC)
> Subject: Address for David Gagnon
>
> **Hi Hans,**
>
> **Here is David Gagnon's address:**
>
> **39010 90th PL**
> **Powers Lake Wisconsin, 53159**
>
> **Attached below is a photo of David taken yesterday in front of his house with the address on the outside.**
>
> **Hans, I'm not really sure if I should share the following drama with you or not but here it goes.**
>
> **Yesterday, I drove to David's house to get his exact address because he seems to be unlisted in the phone book. He saw me drive up so I stopped in and said hi.**
>
> **Apparently you already have his address because the first thing he said was, "I stopped talking to you a few months back when I received a letter at my house from your lawyer at Popovich. It really really really pissed me off to have anything come to my house about this."**
>
> **So I just had to ask, what did you get that made you so upset?**
> **He said he really didn't want to talk about it because he called his Mothers (Carolyn McGuire) insurance company and they assured him that he would not be hearing from Popovich or Paul again and that**

**anything we do to go after him they will win because insurance companies have the best lawyers money can buy.**

**I said, well Dave you had to expect something to come back to you about this, I mean after all you did screw up and cut me pretty deep with the chainsaw. Besides, both you and your mother advised me immediately to get a lawyer to go after any insurance you had to pay for it and because it was your fault you both told me you wouldn't fight it.**
**He said, look I know it was my fault but it's not like your dying and it happened at my mom's house so I'm not responsible and I don't want this to come back at me in any way. I'm sick of the grief.**

**I said Dave, nothing is coming back at you, all you have to do is tell the truth and of course lawyers are going to contact you to find out what happened and get all the info they need.**
**Dave said, yes but they want my homeowners insurance and that's on me. Besides my wife is all upset over this and we are now at odds because this may come back on both of us. We moved our money into real gold and silver to hide it and we have plans to move out west if we need to leave over it. I already bought a huge camper and had my moms husband buy this diesel truck I'm working on to move it if we need to go. I'm not going to lose everything because of an accident even if it was my fault and I really don't need my wife giving me grief over it.**

**I said Dave it's just insurance, it's nothing so drastic that you need to hide money, move or disappear over. I just need the medical bills and what not paid for.**
**He said, but I'm not responsible, it happened at my mom's house and your not even hurt.**

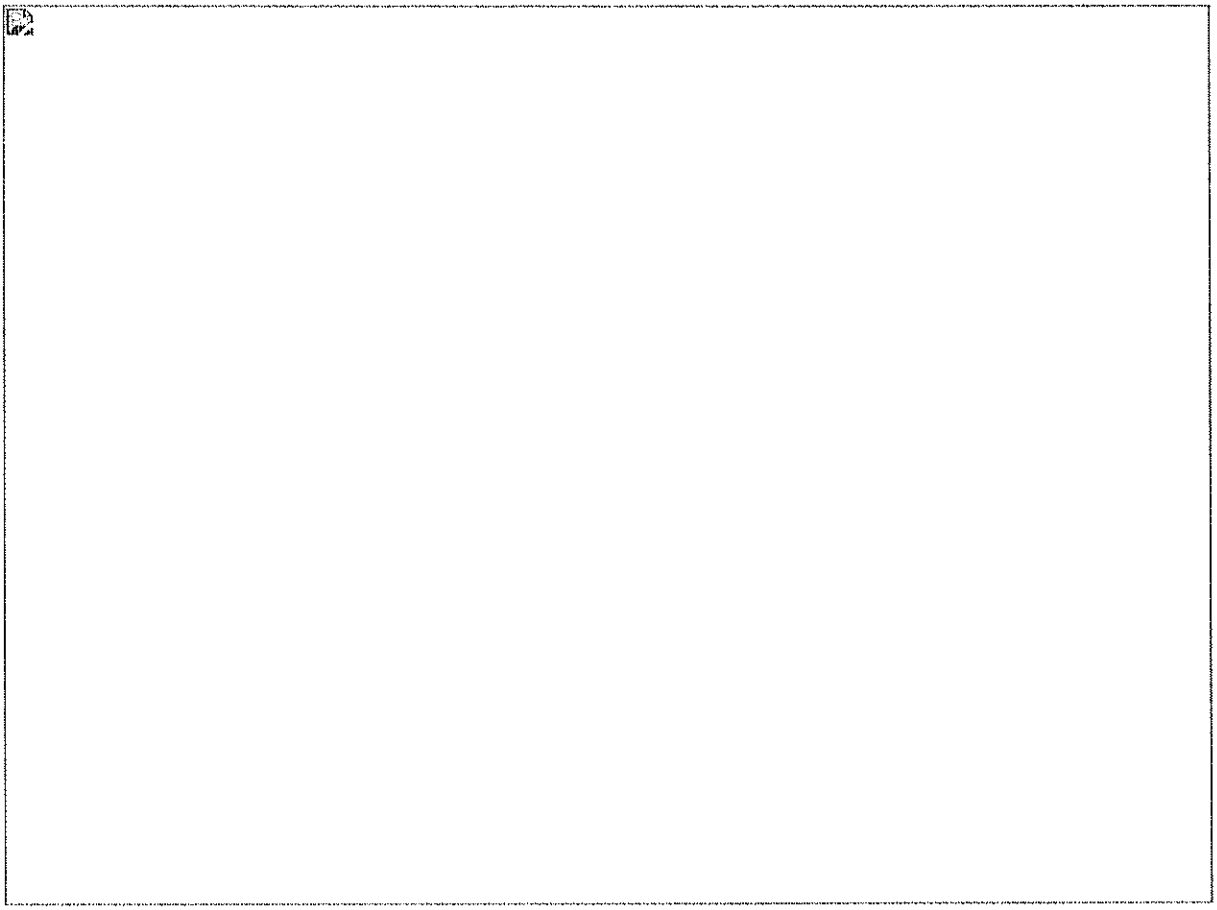
**I said Dave, look at my hand, I held it out and showed him the pinky finger hanging out and said it's partially paralyzed and I'm still in therapy and seeing a Dr.**
**He got upset cut me off and said, he didn't want to see it or talk about it and that I need to get over it. And the sooner I learn to get over it the sooner we might be able to talk again.**

**I reiterated and said again in a very calm voice, look Dave it's only homeowners insurance and I just need to pay the bills and what not, that's why we pay for insurance so we don't lose everything. It's not the end of the world and your wife is not going to leave you over it.**
**He said I hope your right because if it cost me anything I don't know what I'm going to do, I won't give up my stuff so you can pay your bills when it's my mom's problem not mine.**

**I then turned the conversation to his new toys, the camper, truck and gold. He seemed more than pleased to talk about himself and his new toys for well over an hour. After a while I simply excused myself to go home and make dinner.**

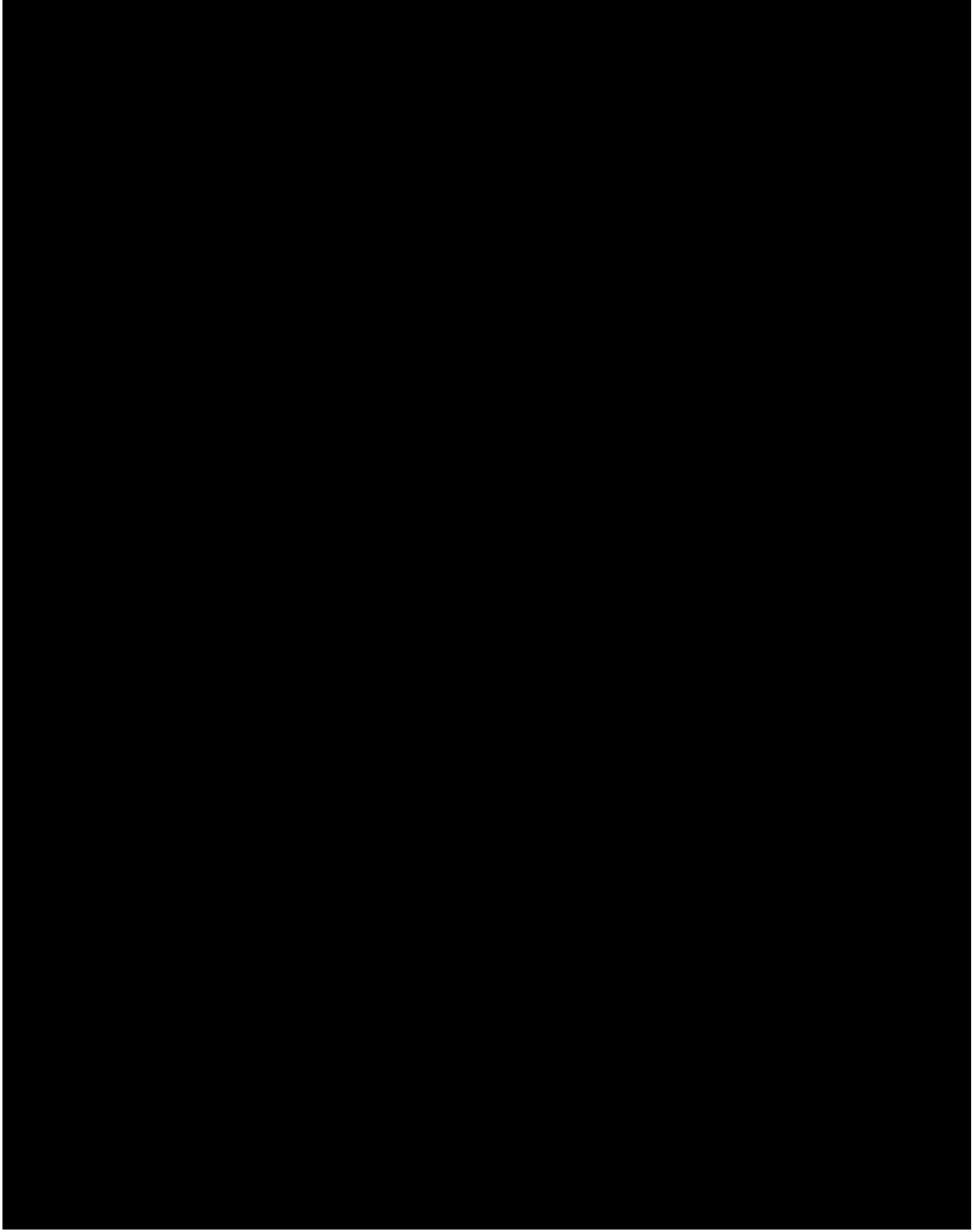
**I don't know if that helps or not. If it didn't sorry.**

**Once again, thanks for everything your doing for me,**
**Paul**



Paul Dulberg

847-497-4250



Hand to Shoulder Associates
Formerly Hand Surgery Associates, S.C.
Hand • Shoulder • Elbow • Wrist

515 W. ALGONQUIN RD • ARLINGTON HEIGHTS, IL 60005 • 847-956-0099 • FAX 847-956-0433

• Alsip • Bolingbrook • Belvidere • Chicago-Adams
• Chicago-6 Corners • Countryside • Elmhurst • Vernon Hills

# Fax

**To:** Mr. Hans Mast / Allerie

**Fax:** 815-344-5280 **Date:** 10/14/13

**Phone:** 815-344-3797 **Pages:** 2 (including cover)

**From:** Jane

**Re:** Paul Dulberg

☐ Urgent ☐ For Review ☐ As Requested ☐ Please Reply / Comment

• **Comments**

This message together with all attachments is a PRIVATE communication and may be confidential or protected by privilege. Please notify the sender of the delivery error by replying to this message, and then delete it from your system and shred all documents that may have been printed.

# NOTICE OF HEALTH CARE SERVICES LIEN

TO_Paul Dulberg 4606 Hayden McHenry, IL 60050

[name and address of injured party against whom a claim or right of actions exists from such injuries]

PLEASE TAKE NOTICE that the undersigned, an Illinois licensed health care Professional employed by Hand Surgery Associates, S.C., a licensed Illinois Medical Corporation, has rendered or will render services by way of treatment to

Paul Dulberg (name and address of injured person)

4606 Hayden McHenry, IL 60050

for injuries sustained on or about 2/1/12 and for which injuries treatment received: 2/1/12-----9/1/13

(please list below name and address of each party who may be liable)

Paul Dulberg 4606 Hayden McHenry, IL 60050
(Name) (Address)

Mr. Hans Mast Law Offices of Thomas Popovich 3416 W. Elm St. McHenry, IL 60050
(Name) (Address)

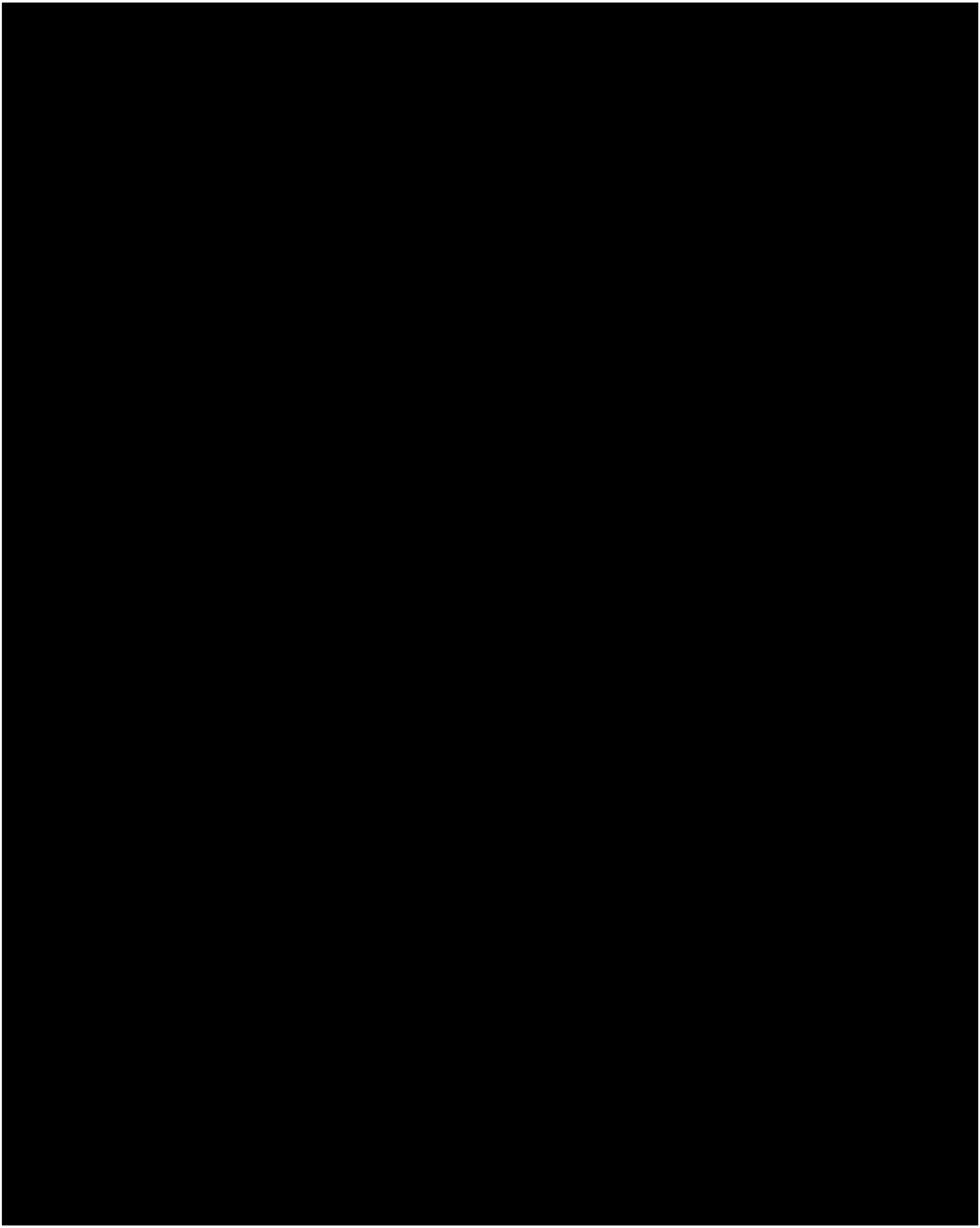
**YOU ARE HEREBY FURTHER NOTIFIED** that the undersigned claims a lien, as provided under the laws of the State of Illinois, 770 ILCS 23/1, et seg. upon all applicable claims and causes of action of said injured person for the amount of reasonable charges up to the date of payment of damages.

Hand Surgery Associates, S.C.

515 West Algonquin Road

Arlington Heights, Illinois 60005

Health Care Professional



mapquest

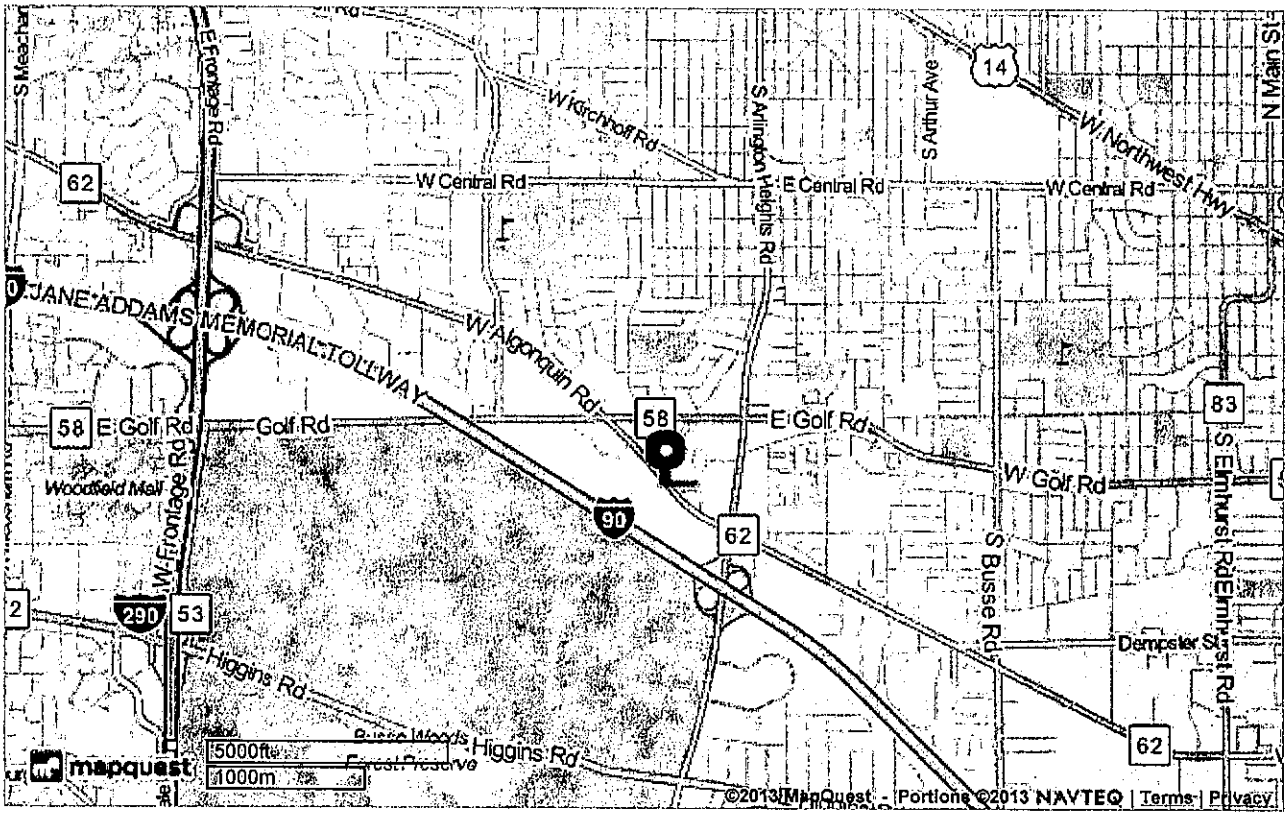
Map of:
**515 W Algonquin Rd**
Arlington Heights, IL 60005-4439

Notes



This story could bring the worst shame to the White House since the Clinton era... **WATCH NOW**

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TEL: (815) 226-7700
FAX: (815) 226-7701

January 24, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**VIA HAND-DELIVERY on January 24, 3013.**

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire* (McHenry County Case No. 12 LA 178)

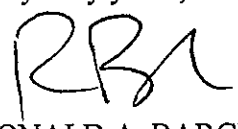
Dear Counsel:

Pursuant to Carolyn and Bill McGuire's duty to seasonably update prior discovery responses, I enclose herewith copies of records received in response to subpoenas issued to the following entities/providers:

a. Mid America Hand to Shoulder Clinic;
b. Mid America Orthopedics.

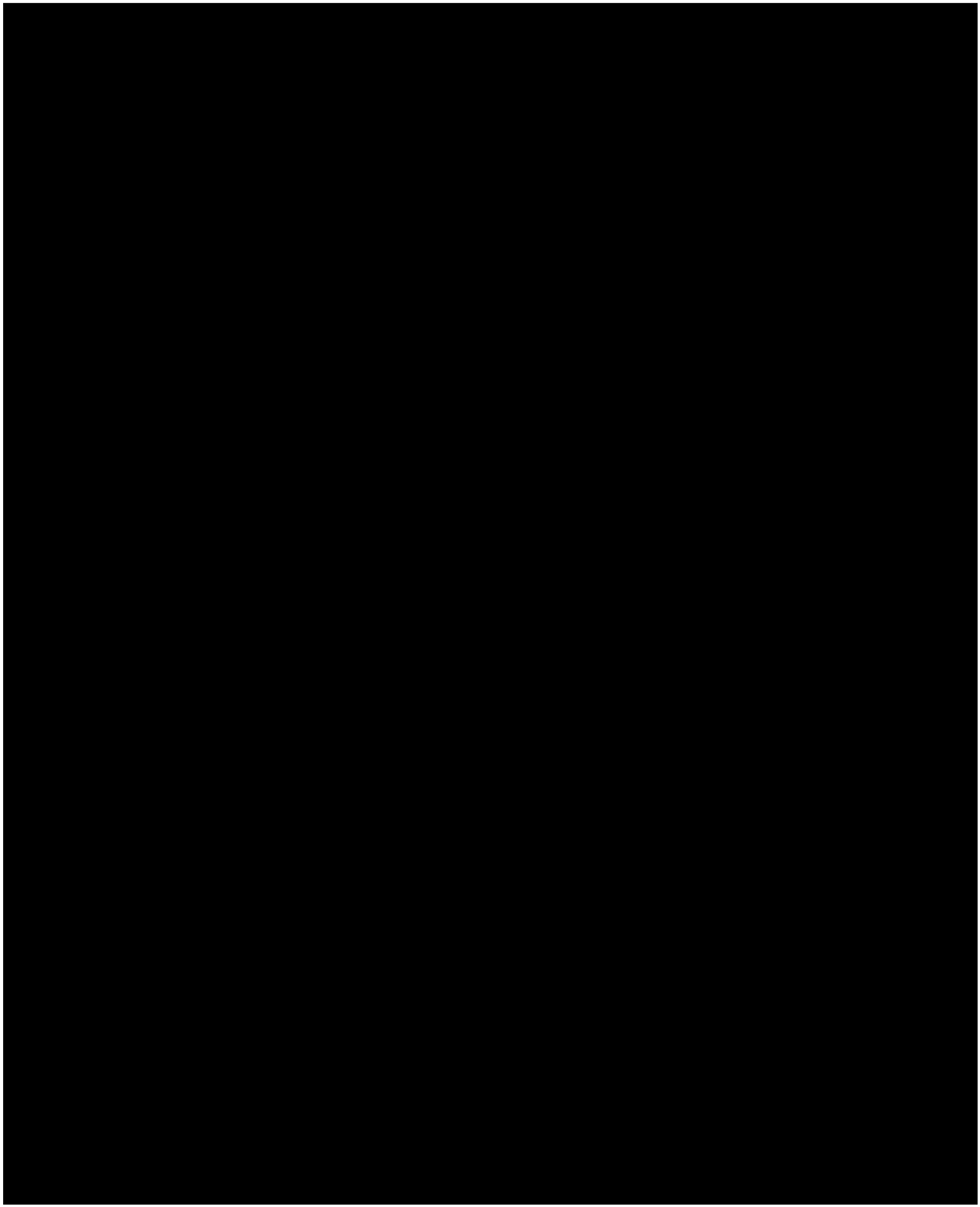
I still have not received a response from either Dr. Sek or AMS Screw.

Very truly yours,



RONALD A. BARCH

RB:mj\17ltr.OC
Encl.
cc Tom Malatia (Claim No. 13-2779-11)



*Perry A. Accardo*
*Mary Jo Bonamino*
*Joseph P. Callahan*
*Christina Chrobak-Wasyn*
*Adam J. Coombe*
*Valerie E. Davis*
*Tammy S. Doran*
*Martin D. Kennelly*
*David Killen*
*Stephen G. Loverde*
*M.A. Christine Lyons*

***Law Office of Steven A. Lihosit***
***200 North LaSalle Street, Suite 2550***
***Chicago, Illinois 60601-1014***
***Fax (877) 715-9317***
***STAFF COUNSEL***
***Allstate Insurance Company***
***Encompass Insurance***
***Esurance Insurance Company***
***All Attorneys are Employees of Allstate Insurance Company***
*This Office is not a Partnership or a Corporation*

*Shannon M. McCabe*
*Lucia Montaño*
*Terry A. Mueller*
*John H. Mullen*
*Shoshan E. Reddington*
*James J. Rosemeyer*
*Mark A. Sukacz*
*Sal C. Tramontana*
*Stacy B. Walker*

*Attorney*
*(312) 558-9821*

*Administrative Assistant*
*(312) 558-9849*

*Paralegal*
*(312) 558-9845*

October 15, 2013

Hans A. Mast — 815 344-5280 Attention Sheila
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry, IL 60050

Cicero, France, Barch & Alexander PC — 815 226-7701 Attention Marlene
6323 East Riverside Blvd
Rockford, IL 61114

Re: Dulberg vs. Gagnon, et al.
Court Number: 12LA000178
Date of Loss: June 28, 2011
Our File Number: 0245281968.1 SKO

Dear Counsel:

Please be advised that the deposition of Dr. Marcus Talerico has been confirmed for tomorrow 10/16 at 1:00 PM. The location has been changed to Mid America Orthopedics 1419 Peterson Road, Libertyville, IL 60048 and not in Schaumburg. Please call my assistant Diane at 312 558-9849 if you have any questions regarding this matter.

Thank you for your cooperation.

Sincerely,

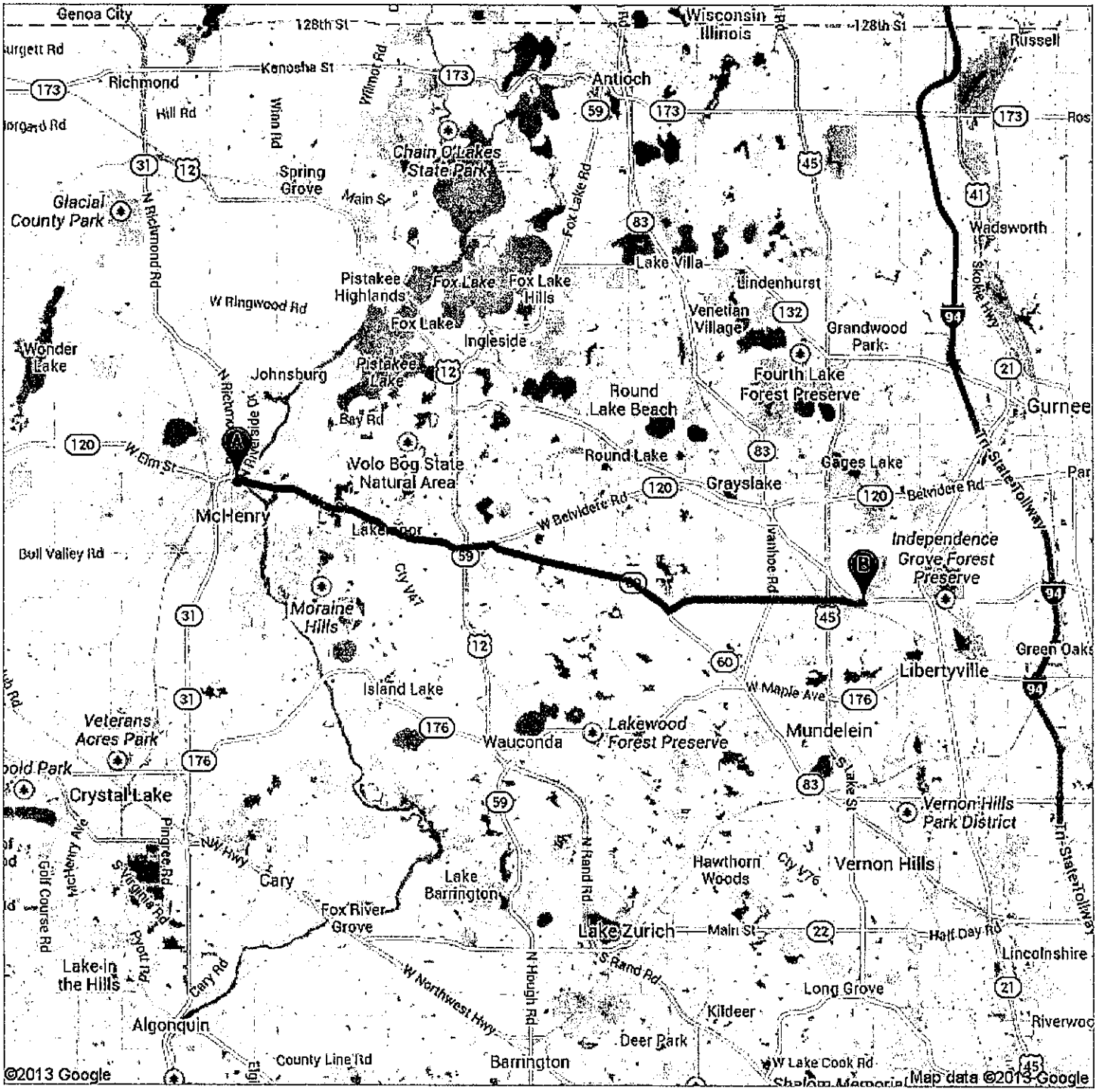
Perry A. Accardo

Drp

Butterfield/Buckle
Conf'd
312/558-9849
Mid-America
847/

Google

Directions to 1419 Peterson Rd, Libertyville, IL 60048
15.2 mi – about 27 mins



3416 W Elm St, McHenry, IL 60050

| | | |
|---|---|---|
| | 1. Head **northwest** on **W Elm St** toward **N Court St** | go 151 ft<br>total 151 ft |
| ↰ | 2. Turn left onto **N Court St**<br>About 54 secs | go 417 ft<br>total 0.1 mi |
| ↰ | 3. Turn left onto **Venice Ct** | go 354 ft<br>total 0.2 mi |
| ↰ | 4. Take the 1st left onto **Park St** | go 361 ft<br>total 0.2 mi |
| 120 | 5. Take the 1st right onto **IL-120 E/W Elm St**<br>Continue to follow IL-120 E<br>About 11 mins | go 6.0 mi<br>total 6.3 mi |
| 60 | 6. Turn right onto **IL-60 E**<br>About 6 mins | go 4.4 mi<br>total 10.7 mi |
| ↰ | 7. Turn left onto **Peterson Rd**<br>Destination will be on the right<br>About 8 mins | go 4.5 mi<br>total 15.2 mi |

1419 Peterson Rd, Libertyville, IL 60048

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

0245281968.1/SKO/ACCARDO/mtl

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

10/16

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO. 12LA000178

Cont'd

9

## NOTICE OF DISCOVERY DEPOSITION(S)

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: Dr. Marcus Talerico
DATE: October 16, 2013
TIME: 1:00 PM
PLACE: Mid America ~~Hand and Shoulder~~ orthopedics BL
~~2000 E. Algonquin Road, Suite 109~~
~~Schaumberg, IL 60067~~

upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois Rules of the Supreme Court.

1419 Peterson Rd
Libertyville, IL

Diane - 312/558-9849

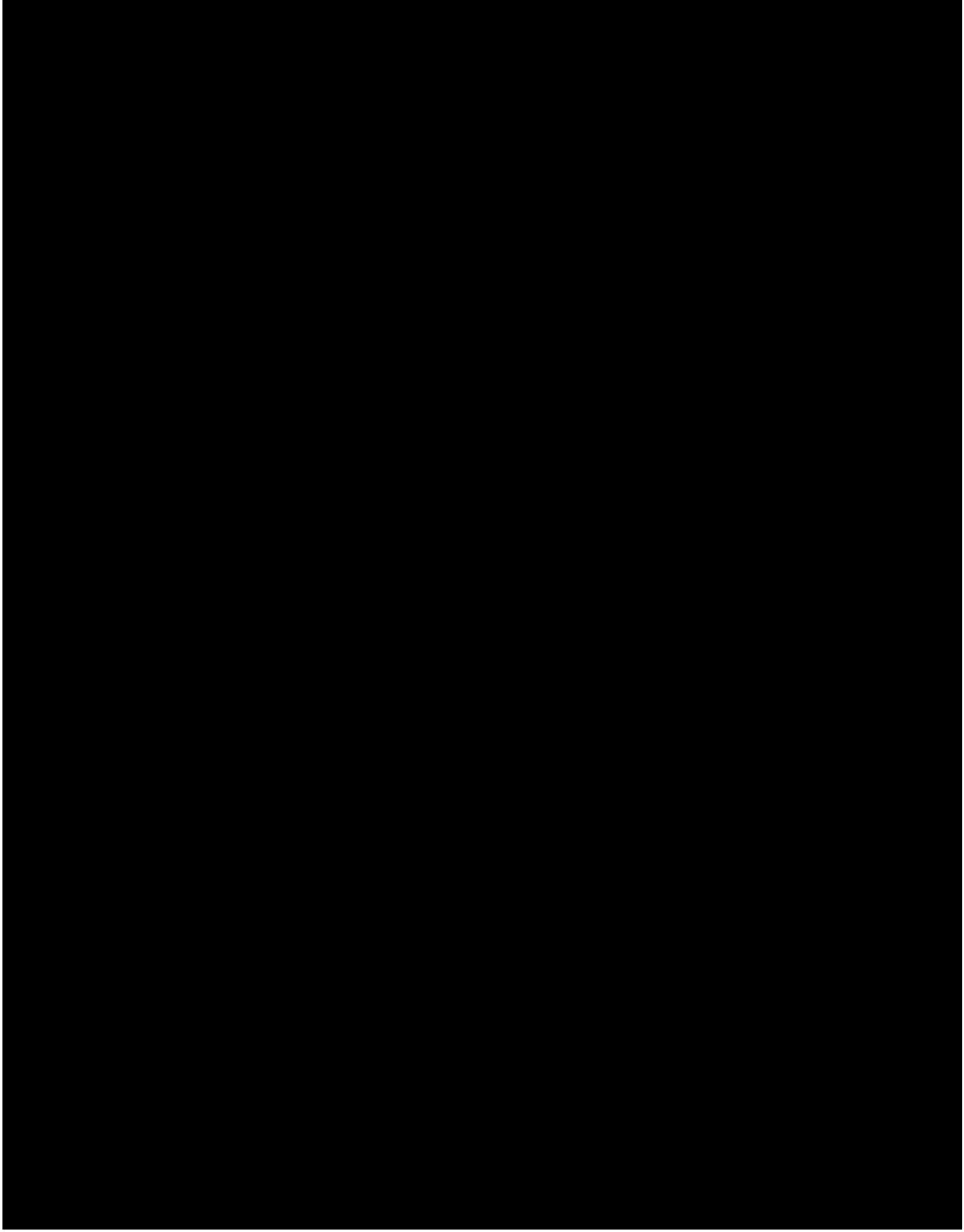
I HEREBY CERTIFY that on 8-30-13, a true and correct copy of the foregoing Notice of Deposition was mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

LAW OFFICE OF STEVEN A. LIHOSIT
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1014
Telephone: (312) 558-9821

By: _____
PERRY A. ACCARDO
Firm No.: 19859
E-MAIL ADDRESS:
ILLINOISLEGAL@ALLSTATE.COM
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon



CICERO, FRANCE, BARCH &
A Professional Corpor
Attorneys at Law
6323 EAST RIVERSIDE BOU
ROCKFORD, ILLINOIS

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

September 4, 201

Presidin
Mid America Orth
1419 Peterson Rd
Libertyville
847-247-0547

PACK 24 Aldara

Release of Information/Medical Records Custodian
c/o MidAmerica Orthopaedics
755 South Milwaukee Avenue
Libertyville, IL 60048-3266

**Re:** ***Paul Dulberg v. Carolyn McGuire and Bill McGuire***
**McHenry County Case No. 12 LA 178**
**Records of: Paul Dulberg (B/D: 3/19/70)**

Dear Medical Records Custodian:

Enclosed with this letter is a Subpoena for Deposition, a HIPAA Records Release Authorization and a check in the amount of $20.00, the legal witness fee.

Please be advised that your appearance on the date indicated is **not** necessary. You may comply with the subpoena by mailing legible copies of all medical records, medical statements for services and medical reports of Paul Dulberg for the dates requested in the subpoena, in your possession or subject to your control.

Please note that we represent Carolyn McGuire and Bill McGuire in this case and not your patient. Since we do not represent the patient, we cannot discuss the substance of your care or the pending lawsuit with you outside the presence of your patient's attorney. If you have questions about how to comply with the subpoena, you may call my secretary, but neither she nor I can talk to you about any aspect of the lawsuit or the patient's medical treatment. Thank you in advance for your professional cooperation.

Very truly yours,

Cicero, France, Barch & Alexander, P.C.

RONALD A. BARCH

RB:mj/subltr.records
encls.
cc: Attorney Hans A. Mast

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br>Defendants. | ) | Case No. 12 LA 178<br><br>**SUBPOENA FOR DEPOSITION (for Records Only)** |

TO: Release of Information/Medical Records Custodian
c/o Mid America Orthopaedics
755 South Milwaukee Avenue
Libertyville, IL 60048-3266

YOU ARE COMMANDED to appear to give your deposition before a notary public at 6323 East Riverside Blvd., Rockford, Illinois 61114, on September 19, 2012, at 9:00 A.M.

YOU ARE COMMANDED ALSO to produce the following: The complete medical records file and medical statements for services pertaining to the care and treatment of **PAUL DULBERG (B/D: 3/19/70)** from January 1, 2006 to the present date, exclusive of x-ray films, in your possession or control.

**YOUR APPEARANCE IS NOT MANDATORY IF SAID DOCUMENTS ARE PROVIDED TO ATTORNEY RONALD A. BARCH ON OR BEFORE SEPTEMBER 18, 2012, AT 5:00 P.M.** YOUR FAILURE TO APPEAR IN RESPONSE TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

ATTORNEY RONALD A. BARCH
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 815/226-7701 (fax)

CICERO, FRANCE, BARCH & ALEXANDER, PC.

BY: _____
RONALD A. BARCH (6209572)

---

I served the subpoena by mailing a copy to the Medical Records Custodian c/o Mid America Orthopaedics on September 4, 2012. I paid the witness $20.00 for witness fees.

_____
RONALD A. BARCH

Signed and sworn to before me on September 4, 2012.

_____
(Notary Public)

OFFICIAL SEAL
MARLENE M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/29/13

## HIPAA RECORDS RELEASE AUTHORIZATION

I, the undersigned, hereby authorize and allow release of medical and personal health information and records pertaining to Plaintiff, PAUL DULBERG (DOB: March 19, 1970), to the parties, and attorneys for those parties, in the action that has been filed entitled *Paul Dulberg, Plaintiff, v. David Gagnon, individually and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, individually, Defendants,* Case No. 12 LA 178, in the Circuit Court of the 122nd Judicial Circuit, McHenry County, Illinois ("the litigation").

I understand that the information that can be obtained by presentation of this Authorization includes copies of any and all hospital, clinic or doctor's records, notes, memoranda, pathology, radiology, surgical or other specialists or consultant reports, lab or test results, physical therapy records, inpatient and outpatient records, index cards, patient information or history sheets, prescription information, correspondence, billing and payment records, insurance information, photographs and all other related information and documents concerning this patient.

This Authorization may be used by my attorney to obtain any of the above information. This Authorization may also be used by any party to this litigation, to obtain any of the above information; however, this Authorization can only be used by other parties if accompanied by a valid subpoena or production request for those records with notice of that subpoena or production request to my attorney.

I understand that this Authorization may be used to obtain records of any health care provider or health insurer that may have medical information about me.

I understand that this Authorization is being provided for purposes of the litigation. The records and information obtained by use of this Authorization may be used in that litigation by the parties, including providing this material to experts or consultants, use of it at depositions and other discovery, as well as filing such records in court with pleadings or discovery documents.

This Authorization, unless otherwise revoked, shall be valid during the course of this litigation and until its resolution.

I understand that I may revoke this Authorization by instructing my attorney to advise all parties in writing that this Authorization is revoked.

By accepting and honoring this Authorization, any entity covered by the Health Insurance Portability and Accounting Act (hereinafter referred to as "HIPAA") agrees that the disclosure of the information will have no effect on my ability or inability to receive treatment, payment, enrollment or benefits from the entity providing the records.

I understand that by signing this Authorization otherwise protected health information about me may be disclosed by the parties that receive it and that those parties are not restricted by HIPAA or its regulation as to how they may disclose the information that is provided pursuant to this Authorization.

I understand that a photocopy of this Authorization shall have the same force and effect as the original.

It is my earnest desire to move forward with the prosecution of the lawsuit as expeditiously as possible and I do not want to have to sign multiple authorizations as additional medical providers to myself are identified. Therefore, I specifically request that all of my medical providers honor this authorization, even though they are not specifically identified herein.

Paul Dulberg

PAUL DULBERG, Plaintiff

Dated this 20th day of August, 2012.

Subscribed and sworn to before me this 20th day of August, 2012.

Sheila M Quinlan

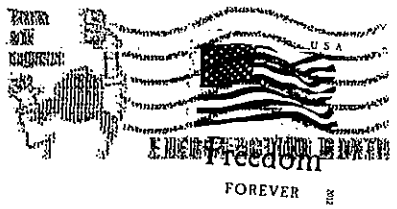
Notary Public

OFFICIAL SEAL
SHEILA M QUINLAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/13/14

SEPTON DERMATOLOGY ASSOCIATES
755 S. MILWAUKEE AVE. SUITE 224
LIBERTYVILLE, ILLINOIS 60048

RECEIVED
OCT 27 2012

HOFFMAN ESTATES IL 601
26 OCT 2012 PM 6 L



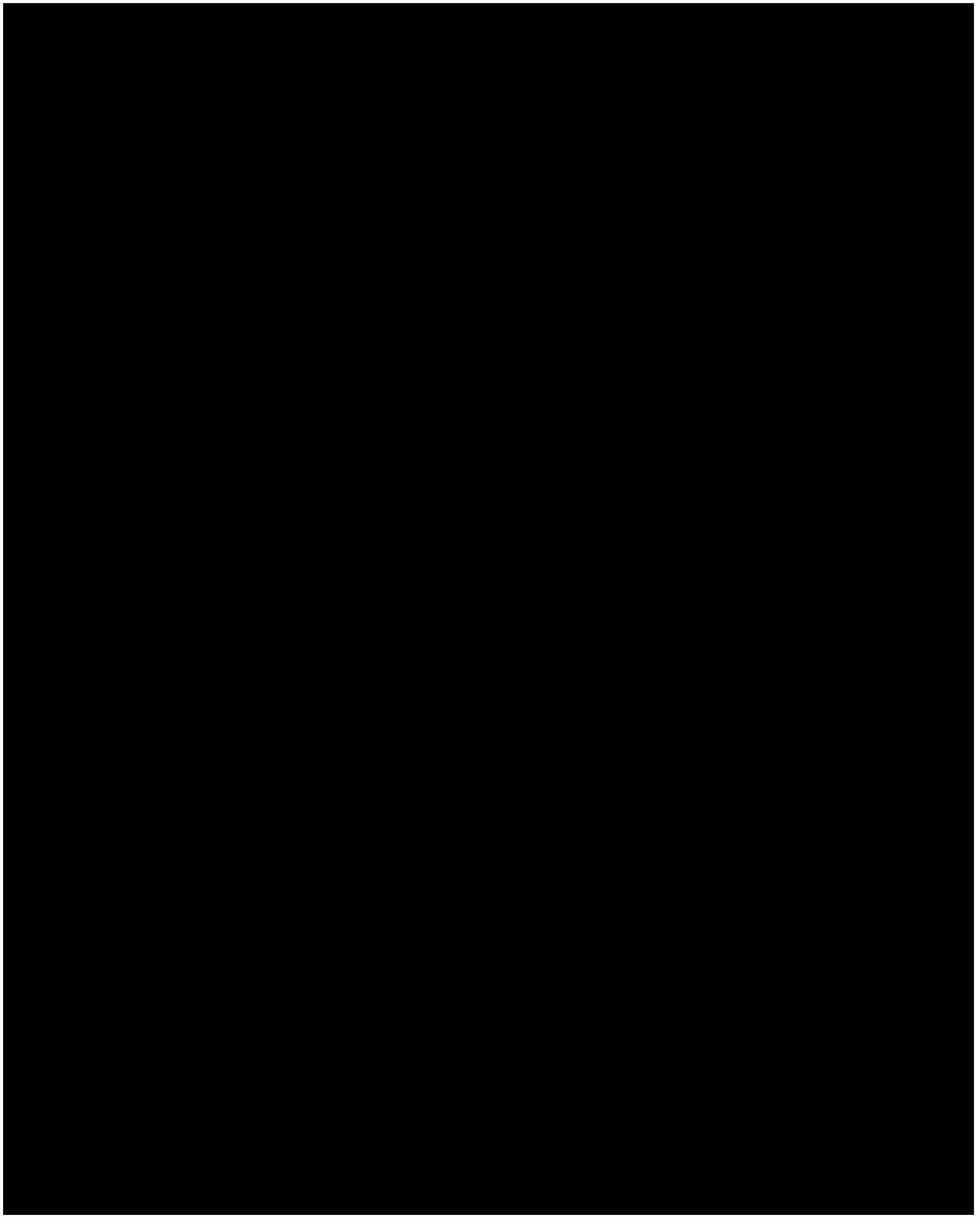

Allen, France, Barch & Alexander
6323 E. Riverside Bl.
Rockford, IL 61114

Attn: Marlene

**CONFIDENTIAL**

611144441499

POP 000077



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
Robert J. Lumber

FAXED 5/27

May 27, 2015

**VIA FACSIMILE: 815/288-3068**

Megan G. Heeg
Ehrmann, Gehlbach, Badger, Lee & Considine, LLC
215 E. First Street, Suite 100
Dixon, IL 61021

**RE:** ***Bankruptcy Estate of Paul Dulberg, Case No. 14-82297***

Dear Ms. Heeg:

Please be advised that we no longer represent Paul Dulberg. His new attorney is:

Brad Balke
Balke Law Office
542 S. Dearborn, Suite 310
Chicago, IL 60605
847/856-9605

Very truly yours,

**HANS A. MAST**

smq

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

* * Transmit Confirmation Report * *

P1 May 27 2015 01:28pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
|---|---|---|---|---|---|---|---|
| 18152883068 | FAX | Fine | 05/27 01:28pm | 00'23" | 1 | # O K | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*


May 27, 2015

**VIA FACSIMILE: 815/288-3068**

Megan G. Heeg
Ehrmann, Gehlbach, Badger, Lee & Considine, LLC
215 E. First Street, Suite 100
Dixon, IL 61021

**RE:** ***Bankruptcy Estate of Paul Dulberg, Case No. 14-82297***

Dear Ms. Heeg:

Please be advised that we no longer represent Paul Dulberg. His new attorney is:

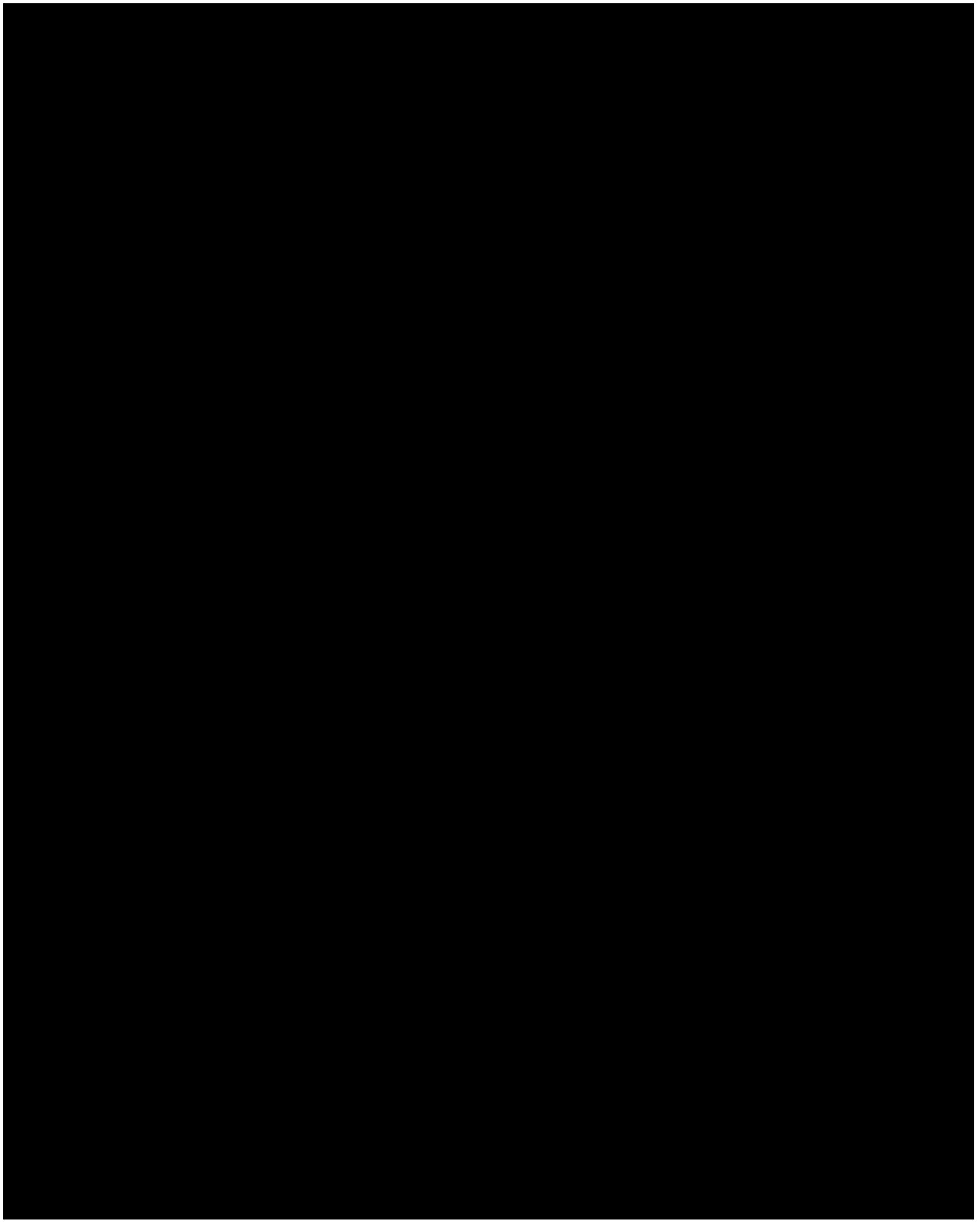
Brad Balke
Balke Law Office
542 S. Dearborn, Suite 310
Chicago, IL 60605
847/856-9605

Very truly yours,

**HANS A. MAST**

smq


*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*



# *Ehrmann Gehlbach Badger Lee & Considine, LLC*

*215 E. First Street, Suite 100*
*Dixon, IL 61021*
*815-288-4949*
*Fax: 815-288-3068 E-mail: heeg@egblc.com*

FAX TRANSMISSION COVER SHEET

***Date:*** *May 19, 2015*

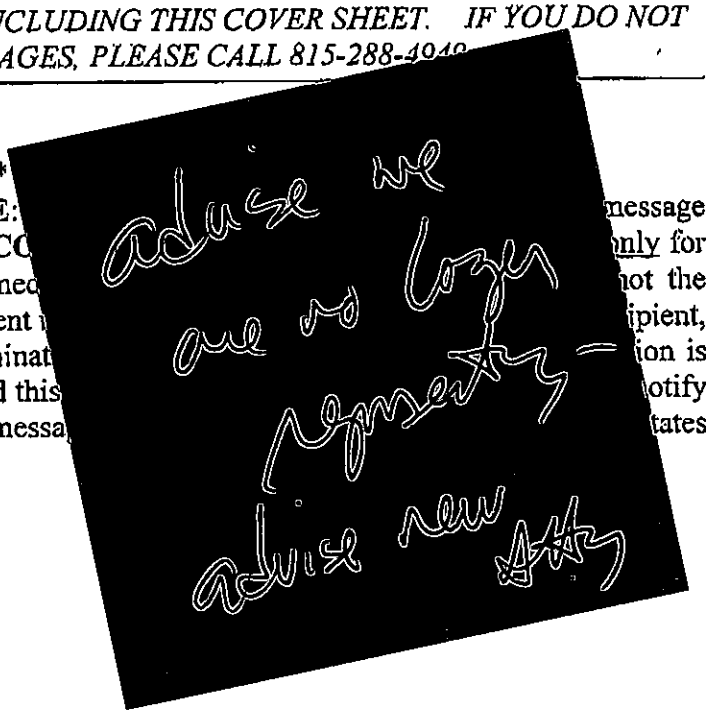
***To:*** *Hans Mast, Esq.*

***Fax:*** *815-344-5280*

***Re:*** *Dulberg* *090129*

***Sender:*** *Megan G. Heeg, Esq./kme*

*YOU SHOULD RECEIVE 3 PAGES, INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 815-288-4949*




**********

**CONFIDENTIALITY NOTICE:** message is **ATTORNEY PRIVILEGED AND CO** nly for the use of the individual or entity named not the intended recipient or the employee or agent ipient, you are hereby notified that any disseminat ion is strictly prohibited. If you have received this otify us by telephone and return the original messa tates Postal Service. Thank you.

# Ehrmann Gehlbach Badger Lee & Considine, LLC

Attorneys At Law
Commerce Towers, Suite 100
P.O. Box 447
215 E. First Street
Dixon, IL 61021

telephone: (815) 288-4949
facsimile: (815) 288-3068
e-mail: heeg@egblc.com

Gary R. Gehlbach
David W. Badger
Douglas E. Lee
also admitted in Iowa, Virginia, & the District of Columbia
Dana M. Considine
Megan G. Heeg
Darla A. Foulker
Sarwat B. Hanif

Rolfe F. Ehrmann
1949 – 2011
Warren H. Badger
1911-2005


May 19, 2015

BY FAX
Hans A. Mast, Esq.
The Law Offices of Thomas J. Popovich P.C.
3416 W. Elm Street
McHenry, IL 60050

Re: Your File: Paul Dulberg v. David Gagnon, et al
My File: Bankruptcy Estate of Paul Dulberg; Case No. 14-83578

Dear Attorney Mast:

Following up on my prior messages . . . . . Again, at this point in time, I am unable to determine the potential value of the personal injury case in order to determine if said cause of action should be administered by the Bankruptcy Estate. Further, if it should be administered by the Bankruptcy Estate, my Estate needs to retain you and your firm to continue the pending pi case -- assuming you can be and want to be retained. Moreover, until this cause of action is abandoned by the Bankruptcy Estate, **it retains the right to settle said cause of action, subject to Bankruptcy Court approval.**

Therefore, it is imperative that you advise as to the potential value of the pending personal injury cause of action. Please advise.

Finally, in my February, 2015 letter to your office, I posed certain questions. Because these questions are still relevant, I again ask:

1) What is the total amount of medical liens filed against the pending pi case? (I received a copy of a document, listing medical bills totaling $58,387.33, but I don't know if any of these bills are unpaid and, if so, if the unpaid providers timely filed a medical lien).

2) As to the medical lien apparently claimed by US Phy (via its letter of January 8, 2015 - a copy of which was sent to you with my February, 2015 letter - Is the US Phy's letter the first claim it made against the personal injury cause of action? If so, based upon the

little research I've done, to date, I do not believe said letter was sufficient to claim a lien -- post bankruptcy filing -- on Debtor's pending pi case. (However, I may be required to file a motion in the bankruptcy case in order to cause this lien to be removed.)

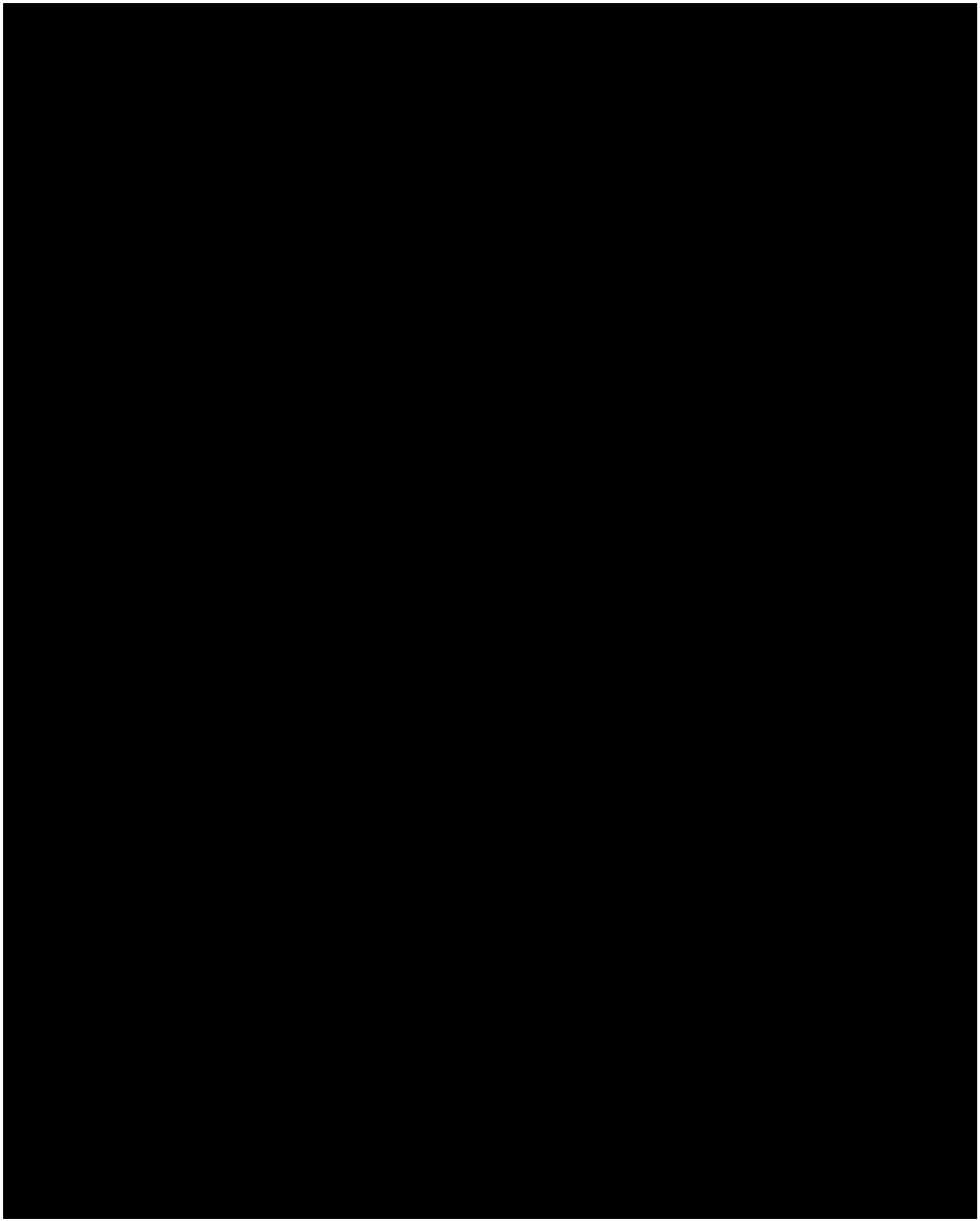
I look forward to hearing from you soon.

Very truly yours,

EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC

Megan G. Heeg

MGH/kme



LIEN

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT**
**McHENRY COUNTY, ILLINOIS**

| | | |
|---|---|---|
| **PAUL DULBERG,** | ) | |
| | ) | |
| **Plaintiff,** | ) | |
| | ) | |
| **v.** | ) | **No. 12 LA 178** |
| | ) | |
| **DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE, and CAROLINE McGUIRE And BILL McGUIRE, Individually,** | ) | |
| | ) | |
| **Defendant(s).** | ) | |

**RELEASE OF ATTORNEYS' LIEN**

1. I, Hans Mast, on behalf of Thomas J. Popovich, P.C. and any related entities, agree to waive any all claim to attorneys' fees in the above-titled matter. I expressly give Brad J. Balke, P.C. Power of Attorney to endorse signature on all checks. I reserve reimbursement for costs.

My firm's Tax ID # is: _____.

_____ _____

Name Date

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**BRAD J. BALKE, P.C.**
542 S DEARBORN ST, STE 310
CHICAGO, IL 60605-1508

CITIBANK, N.A.
CHICAGO, IL 60604
02-7080/2710

3453

3/20/2015

PAY TO THE ORDER OF THE LAW OFFICES OF THOMAS J. POPVICH PC $ **1,539.32

One Thousand Five Hundred Thirty-Nine and 32/100********** DOLLARS

THE LAW OFFICES OF THOMAS J. POPVICH PC

MEMO Aprox 1/2

RE: DULBERG (1/2 COST REIMBURSEMENT)

⑈003453⑈ ⑆271070801⑆800633168⑈

**BRAD J. BALKE, P.C. / OPERATING ACCOUNT** 3453

| | | |
|---|---|---|
| THE LAW OFFICES OF THOMAS J. POPVICH PC | 3/20/2015 | |
| 766 · FILING FEES | | 1,539.32 |

| | | |
|---|---|---|
| Cash -Operating | RE: DULBERG (1/2 COST REIMBURSEMENT) | 1,539.32 |

**BRAD J. BALKE, P.C. / OPERATING ACCOUNT** 3453

| | | |
|---|---|---|
| THE LAW OFFICES OF THOMAS J. POPVICH PC | 3/20/2015 | |
| 766 · FILING FEES | | 1,539.32 |

PAYMENT RECORD

| | | |
|---|---|---|
| Cash -Operating | RE: DULBERG (1/2 COST REIMBURSEMENT) | 1,539.32 |

# BRAD J. BALKE, P.C.

## COUNSELORS AND ATTORNEYS AT LAW

SUITE 310
542 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60605

TELEPHONE (312) 986-8063
FAX (312) 986-8072
E-MAIL Address: brad@balkelaw.com


## FACSIMILE TRANSMISSION COVER SHEET

**DATE:**

**TO FACSIMILE NUMBER:** 815-344-5280

**ATTENTION:** Hans Mast

**FROM: Brad J. Balke**

**NUMBER OF PAGES TO FOLLOW:**

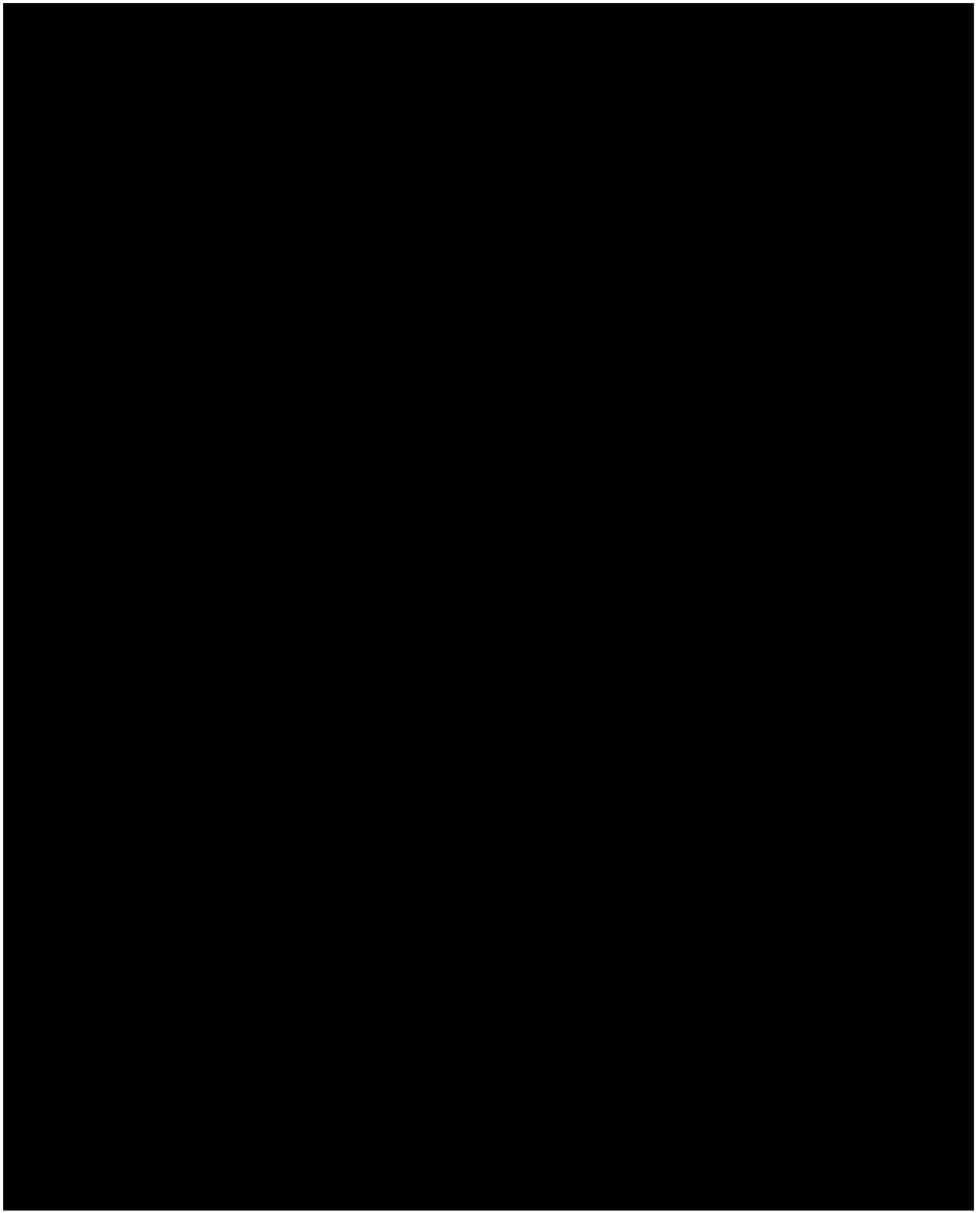
**SENDER'S FACSIMILE NO.: (312) 986-8072**

**SENDER'S TELEPHONE NO.: (312) 986-8063**

**IF PROBLEM WITH TRANSMISSION, CONTACT: Brad J. Balke**

**SUBJECT OF FACSIMILE TRANSMISSION:**_____

The information contained in this facsimile transmission is attorney-client privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this transmission is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to us at the address listed above via United States Mail. Thank you.



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Folders (8)
Accounts (6)
Correspondence
Deleted Messages
Dro
Family
Gavers
Gigi
Hormones (1)
Notes
POPOVICH L... (1)
Preston
Sent Messages
Sherry
Taxes
Travel
Trip
Recent

## Council(19)

**Paul Dulberg** Hans, Do you plan to file a motion to remove yourself fro Mar 4 at 3:24 PM

+ 17 more messages

**Paul Dulberg** Today at 9:51 AM

To me

Hans,

I suggest you find out if your partner Tom Popovich did in fact go to high school with the Defendant David Gagnon and his Sister Diane and get back to me ASAP.

It's an awful thing to find out the head firm I hired to represent me was in fact an old schoolmate of the party I'm suing. Especially after that firm had me sign off on a lean against the proceeds, then bullied me into an extremely cheap deal with the defendants moms insurance.

The picture I'm seeing is not a good one so you had better come back with a more accurate answer.

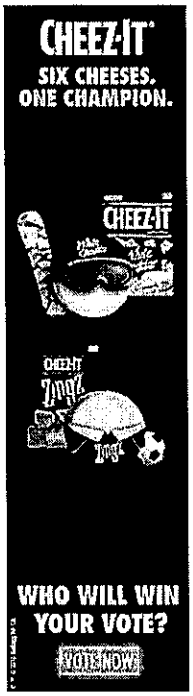
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## Council(19)

**Paul Dulberg** Mar 4 at 3:24 PM
To me

Hans,
Do you plan to file a motion to remove yourself from this case?

Paul Dulberg
847-497-4250
Sent from my iPad

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| | | |
|---|---|---|
| **me** | I can do it either now or after the pretrial settlement conference. ' | Mar 4 at 3:34 PM |
| **Paul Dulberg** | Are you asking me or is that your intentions? Paul Dulb | Mar 4 at 3:44 PM |
| **me** | Well I can wait a little bit if you need more time...but Im prepared | Mar 4 at 3:56 PM |
| **Paul Dulberg** | Are you willing to sign a lean release? Paul Dulberg 84 | Mar 4 at 4:23 PM |
| **me** | Paul as I said before I cannot sign and release our lien before the | Mar 4 at 4:29 PM |
| **Paul Dulberg** | Hans, I'm just a laymen but my eyes are opening, As yc | Mar 4 at 5:14 PM |
| **Paul Dulberg** | That was not my dismissal of you or your firm yet. We : | Mar 4 at 6:17 PM |
| **me** | Paul you can get a new attorney anytime you want. It happens all | Mar 4 at 6:18 PM |
| **me** | The lien cannot get resolved until the case gets resolved. Sent fro | Mar 4 at 6:18 PM |
| **Paul Dulberg** | And how much money is the lean for? Paul Dulberg 84 | Mar 4 at 6:23 PM |
| **me** | It depends on what the recovery is. I can work it out with your ne | Mar 4 at 6:26 PM |
| **Paul Dulberg** | Hans, If I have to get a new attorney in the 11th hour c | Mar 4 at 6:42 PM |
| **Paul Dulberg** | Is it true, Your partner, the head of your firm, the same | Mar 4 at 7:44 PM |
| **Paul Dulberg** | Hans, Did Tom Popovich go to high school with the de | Mar 4 at 9:10 PM |
| **Paul Dulberg** | Hans, I'm waiting for an answer Paul Dulberg 847-497- | Today at 8:39 AM |
| **me** | Paul I have no idea who Tom went to high school with and it has | Today at 9:17 AM |
| **Paul Dulberg** | I thank you for your answer but I beg to differ with you | Today at 9:37 AM |

**Paul Dulberg** Today at 9:51 AM
To me

Hans,

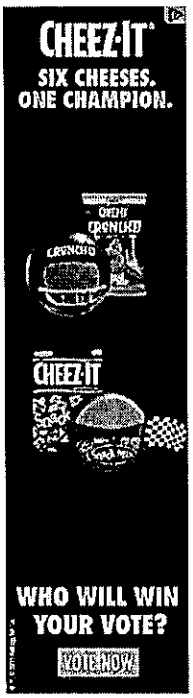
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The Initiation of Sarah

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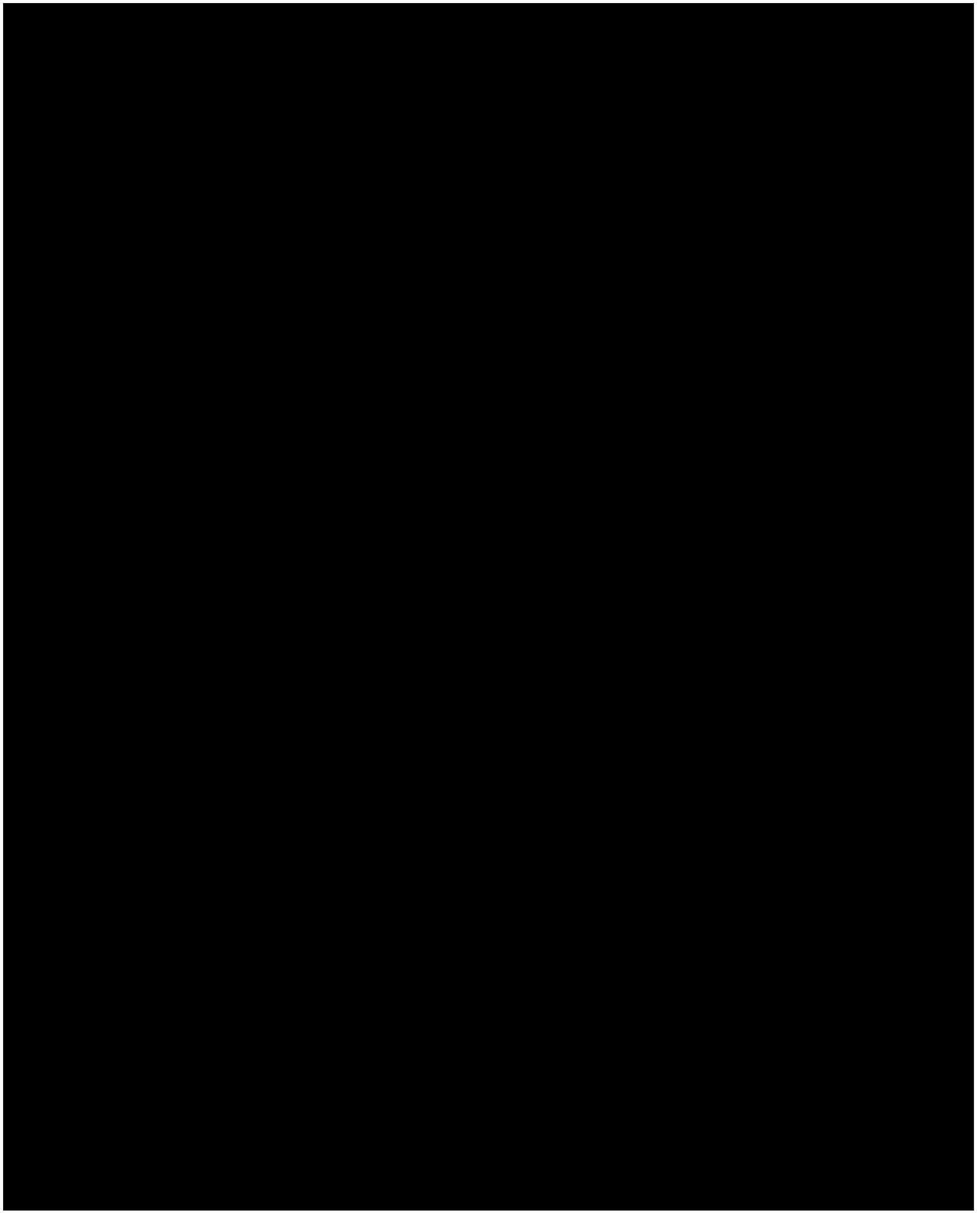
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## Certified mail(13)

**Paul Dulberg** Hi Hans, Received your certified mail requesting to be rel Mar 12 at 9:12 AM

+ 11 more messages

**Paul Dulberg** Today at 11:49 AM
To me

Sir,

Your fees are guaranteed. You have your lean.

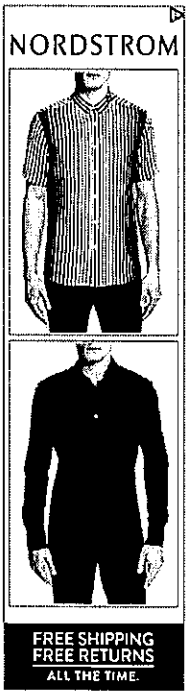
Please don't make me go before the judge and have the records subpoenaed.

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Sent from my iPad

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**Paul Dulberg** Today at 11:21 AM
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Hans/Sir,

I don't want my new attorney to even speak with you.
And yes I have that right.

You have your lean against this case and you removed yourself against my wishes. That lean is as good as it gets. Your guaranteed your share.

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To Paul Dulberg

Paul. I am seriously willing to work with you to get new counsel. But you have to understand that until our costs are paid we can't let the file out of our office because we invested all the time and money into the file. Your new attorney will surely know this....

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To me

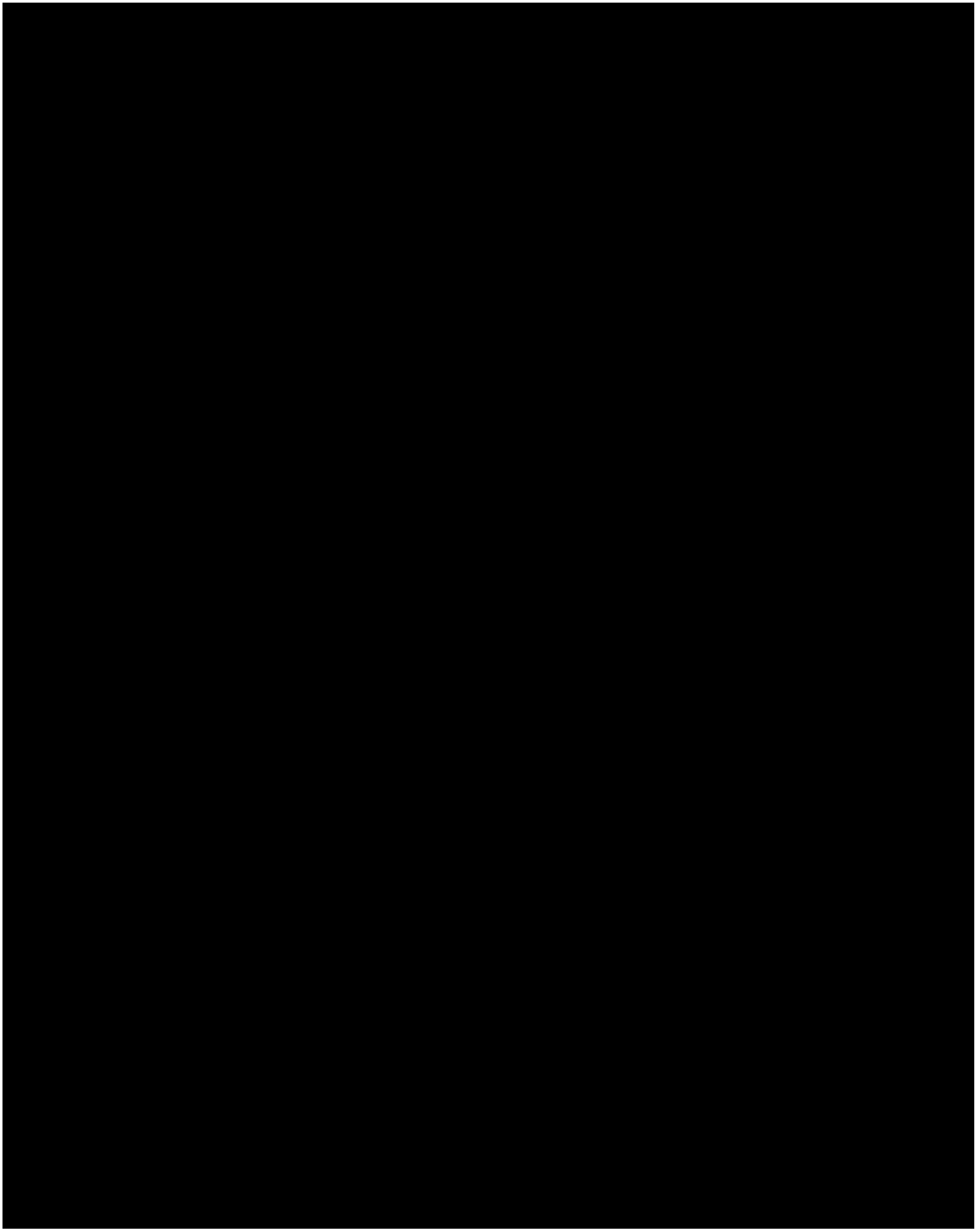
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**Paul Dulberg** Today at 12:14 PM
To me

Hans,

Your cornering of me and my brother in your office, bullying me into signing off on The McGuires policy citing cases that have nothing to do with the agency clause in the homeowners policy, which clearly makes her policy accountable.
You sir are the one whom told me that I would never see a dime from either case if I didn't sign that piece of paper before leaving your office that day. You wouldn't even let me sleep on it as I had asked. You said you needed the $5,000 settlement with the McGuire's insurance to help fund your costs for the case with David Gagnon.

Then when the physical therapists tried to demand payment in full you told me and my mother that medical leans against lawsuits often expire before the case is resolved saying yes the medical providers can proceed in collecting funds from my assets. Meaning my home. Forcing me into bankruptcy. Then, after filing for bankruptcy, denying you ever said that to both me and mother and going on to say to us that filing for bankruptcy protection had ruined the case.

All that followed up by getting a brief to review from you on the David Gagnon case that was of such a poor understanding of the facts are what lost any hope of respect I had.

I am and have been trying to get you to be professional and earn that respect back at every step.

If you had not taken advantage of my ignorance you would not be receiving this letter nor trying to squirm your way out of representing me today.

As far as your costs and in light of your poor performance to date, it throws into question all of the work you have done on this case. Even the depositions you sat in on are in question. Do you actually think anyone in their right mind wouldn't see it that way.

You may argue strategy as a defense for incompetence but since you sat in on the medical depositions and don't even know what medications I was and wasn't prescribed after almost 3-1/2 years on this case I highly doubt anyone will see your defense as viable.

Exactly, What part of being harmed by both the McGuires and Gagnon through no fault of my own is 9 out of 10 times a losing case?

Exactly what part of you manipulating me into a settlement for only $5000 was seeing to my best interests?

Exactly how is lying in a briefing you were prepared to put before a judge is in my best interests?

Exactly how is giving you chance after chance to correct yourself not giving you the respect you think you deserve from me?

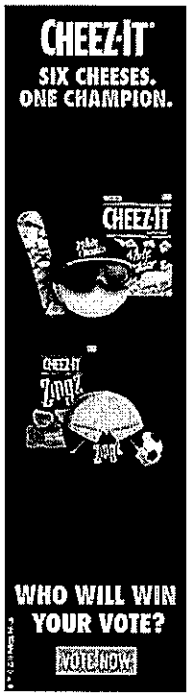
I can keep going...
I have witnesses to all of this. It's not just your word vs mine.

Bottom line is if you want out simply because you feel I have no respect for you then all of your fees are subject and any lean you have is subject.

I'm giving you the opportunity to remedy this coarse of action you have chosen.

Do you chose to be professional and do the job your capable of or do you chose to remove yourself for some made up reason. Our emails alone show there is no breakdown in communication. We are still communicating. This email proves that.

So, unless you can explain your action to remove yourself from this case for some excusable reason I see no reason why you feel your entitled to being able to get excused from it at all.



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I have done nothing to lose your respect. I have gone far above what you would get from any other attorney you just don't realize it or appreciate it. Instead you continue to focus on issues that have nothing to do with your case. You don't listen to my advice. Which is fine. You don't have to listen to my advice. But 9 out of 10 times you will lose this case for trial. As I told you before that is why the defense is never going to offer the policy limits. To settle the case you will need to take far less than the limits. But you don't have to you definitely can go to trial. That is your personal choice. In my view your case is not worth the limits given the issues we've already discussed. So I have done what I can do for you.

We have I think $3000 in costs that we will be paid no matter who is handling Case. We have worked on the case for years without pay....but if it will allow you to find another attorney we will consider waiving Our fee unless your eventual recovery exceeds $100,000.

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**Paul Dulberg** Today at 12:14 PM
To me

Hans,

Your cornering of me and my brother in your office, bullying me into signing off on The McGuires policy citing cases that have nothing to do with the agency clause in the homeowners policy, which clearly makes her policy accountable.
You sir are the one whom told me that I would never see a dime from either case if I didn't sign that piece of paper before leaving your office that day. You wouldn't even let me sleep on it as I had asked. You said you needed the $5,000 settlement with the McGuire's insurance to help fund your costs for the case with David Gagnon.

Then when the physical therapists tried to demand payment in full you told me and my mother that medical leans against lawsuits often expire before the case is resolved saying yes the medical providers can proceed in collecting funds from my assets. Meaning my home. Forcing me into bankruptcy. Then, after filing for bankruptcy, denying you ever said that to both me and mother and going on to say to us that filing for bankruptcy protection had ruined the case.

All that followed up by getting a brief to review from you on the David Gagnon case that was of such a poor understanding of the facts are what lost any hope of respect I had.

I am and have been trying to get you to be professional and earn that respect back at every step.

If you had not taken advantage of my ignorance you would not be receiving this letter nor trying to squirm your way out of representing me today.

As far as your costs and in light of your poor performance to date, it throws into question all of the work you have done on this case. Even the depositions you sat in on are in question. Do you actually think anyone in their right mind wouldn't see it that way.

You may argue strategy as a defense for incompetence but since you sat in on the medical depositions and don't even know what medications I was and wasn't prescribed after almost 3-1/2 years on this case I highly doubt anyone will see your defense as viable.

Exactly, What part of being harmed by both the McGuires and Gagnon through no fault of my own is 9 out of 10 times a losing case?

Exactly what part of you manipulating me into a settlement for only $5000 was seeing to my best



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# Certified mail(5)

**Paul Dulberg** Hi Hans, Received your certified mail requesting to be — Today at 9:12 AM

**me** Paul I will be happy to deal with any attorney considering your ca — Today at 10:06 AM

**Paul Dulberg** — Today at 10:19 AM
To me

Hans,
I have found several attorneys and none are willing to represent me as long as you hold the lean on this case and apparently it is not legal for me to finance their representation by other means.

Respect for your thoughts does not constitute a breakdown in communications.

Respect is earned through truth, hard work and results.

I am asking for an honest brief to go before the judge. That is all.

Earn my respect and you will receive the best recommendation I have ever given anyone.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

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**me** — Today at 10:36 AM
To Paul Dulberg

I have done nothing to lose your respect. I have gone far above what you would get from any other attorney you just don't realize it or appreciate it. Instead you continue to focus on issues that have nothing to do with your case. You don't listen to my advice. Which is fine. You don't have to listen to my advice. But 9 out of 10 times you will lose this case for trial. As I told you before that is why the defense is never going to offer the policy limits. To settle the case you will need to take far less than the limits. But you don't have to you definitely can go to trial. That is your personal choice. In my view your case is not worth the limits given the issues we've already discussed. So I have done what I can do for you.

We have I think $3000 in costs that we will be paid no matter who is handling Case. We have worked on the case for years without pay....but if it will allow you to find another attorney we will consider waiving Our fee unless your eventual recovery exceeds $100,000.

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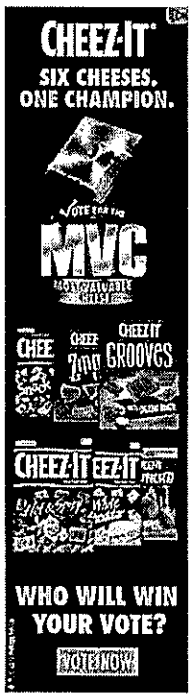
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Find an attorney and I will talk to them about the lien.

Sent from my iPhone

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# Certified mail(5)

**Paul Dulberg** Today at 9:12 AM
To me

Hi Hans,

Received your certified mail requesting to be released from my case due to a breakdown in communication between you and I.

I ask that you not follow through with this action unless you are willing to also sign off on your lean against my case. As I have no chance in hell of getting another attorney willing to take this case on without your lean being freed from this case.
Bottom line... No attorney I have spoken with is willing to trust that you will pay them from your lean.

Please withdraw your motion as there has been no breakdowns in communications between you and I.

The only breakdown was a very poorly written brief you asked me to look over in which the only truthful substance in it was the names and dates. Oh and the fact that you did manage to put the chainsaw in the correct persons hands.

I hope to be able to review your revised copy of this brief again soon.

Best wishes and Thank you,
Paul

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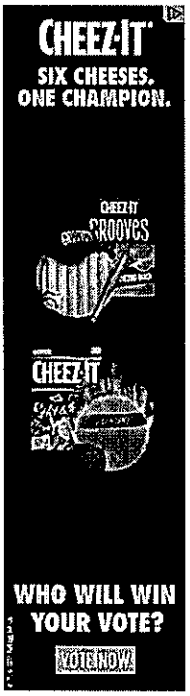
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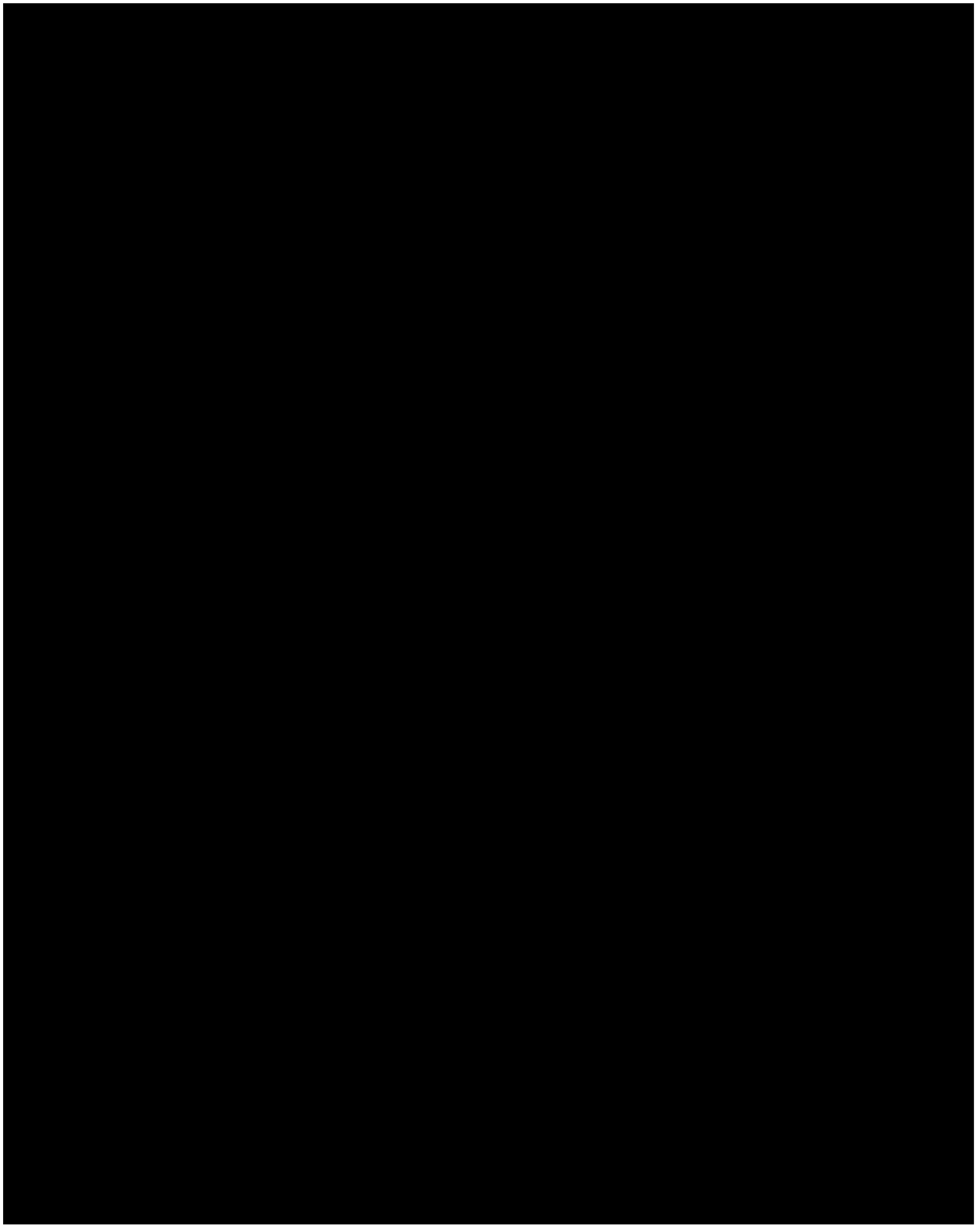
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Dulberg(3)

**me** Thanks for the call Brad. I wish you luck on this one. I recall that we h — Mar 16 at 12:45 PM

**me** — Mar 16 at 12:46 PM
To brad@balkelaw.com

Thanks for the call Brad. I wish you luck on this one. I recall that we have a case from a former client of yours Mr. Frank Cavanaugh. His case is a bit complicated as well. Do you want to just have a mutual agreement that our fee will be waived for Dolberg and your fee will be waived for Cavanaugh. Please advise.

As to our costs, it is understood that our costs will be fully reimbursed at the time of any settlement or recovery but that at this point prior to settlement you will pay us approx 50% of our costs which equals $1,500 (I will confirm the exact number shortly)

Please confirm.

Hans

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**Brad Balke** — Today at 6:53 AM
To me

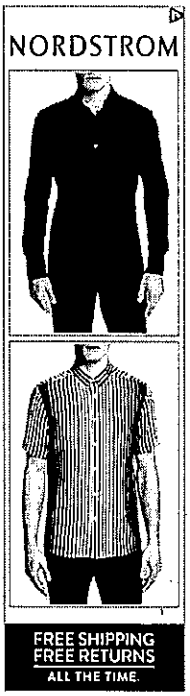
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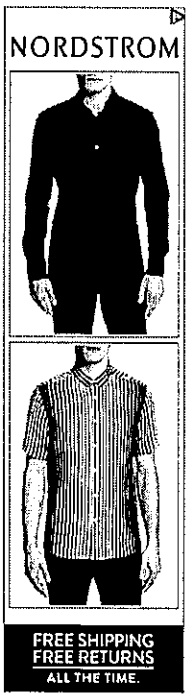
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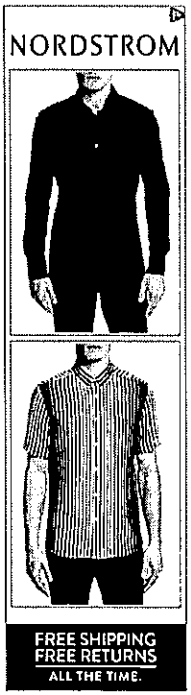
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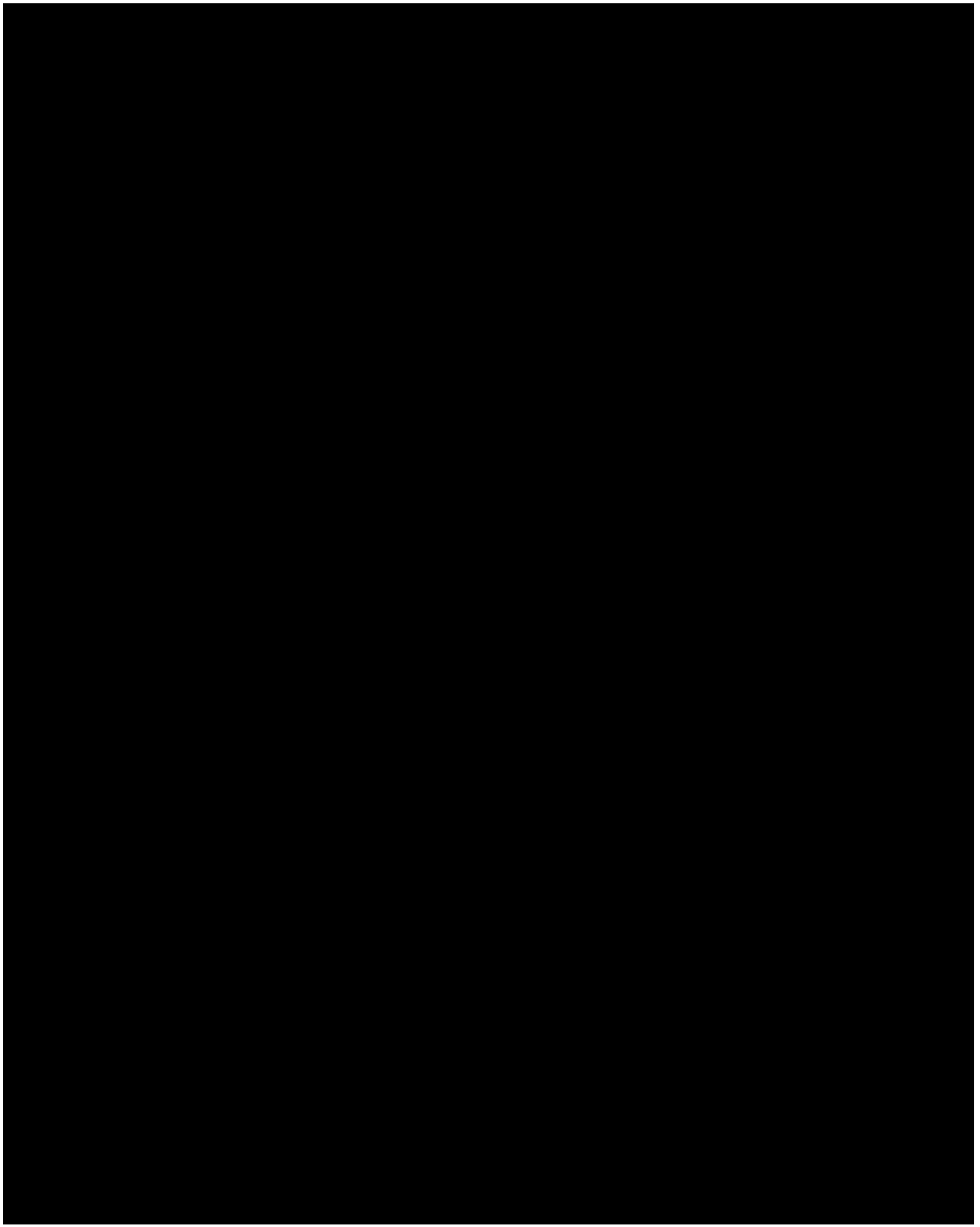
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## Memo(16)

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|---|---|---|
| **Paul Dulberg** | Hans, do you have a paralegal? Paul Dulberg 847-497-42! | Feb 21 at 1:32 PM |
| **me** | I have several people that help me. What are you wondering about. | Feb 22 at 5:42 PM |
| **Paul Dulberg** | If maybe we should have one of them try writing the men | Feb 22 at 5:56 PM |
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Memo(16)

| | | |
|---|---|---|
| **Paul Dulberg** | Hans, do you have a paralegal? Paul Dulberg 847-497- | Feb 21 at 1:32 PM |
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**me** Feb 22 at 8:23 PM
To Paul Dulberg

Paul, honesty hurts. I am honest to a fault sometimes. You told me at the start that David would admit his fault. That proved not to be true. Still your threats and putdowns don't change anything. Just find another attorney and we can part ways.

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**Paul Dulberg** Feb 22 at 8:52 PM
To me

You do not have my consent to quit.

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**Paul Dulberg** Feb 22 at 9:01 PM
To me

Oh, and unless I'm wrong, David did admit to having control over the chainsaw. David, in his lie, admitted to seeing me move my arm and continued along his path with the chainsaw at cutting rpm's.
In effect he did admit it was his fault.

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**Paul Dulberg** Feb 22 at 9:05 PM
To me

Is your wanting out a personal issue with me or is it strictly financial?

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To be honest, you took this case knowing it was my word vs. his.
Now you back out because the value of the case isn't worth your time?
You got some nerve and your earning the reputation of a shady lawyer

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Who in their right mind puts his arm into a chainsaw?

I figured you would cop out again...

Now I'm left wondering...
How hard is it to sue an atty?

And yes I am and have been looking for someone who will take this case...

The issue of my word vs David Gagnons... Did he cut me or did I cut myself?

Of coarse he cut me.

Next issue please?

Paul Dulberg
847-497-4250
Sent from my iPad

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To me

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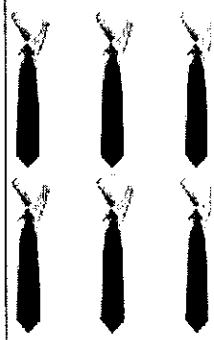
Paul Dulberg
847-497-4250
Sent from my iPad

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**Paul Dulberg** Feb 22 at 8:14 PM
To me

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To me

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I agree showing me the memo is a good idea it's just not the accuracy I expected.
I know I'm being confrontative about all of this but let's face it, my working days are over let alone a career I have been building since I was in high school. My dreams of family are over unless I have enough to provide and pay for the care of children and a roof.
What's left for me?
Facebook, scrap booking, crafts, etc... A life of crap...
With ongoing pain and grip issues in my dominate arm/hand that are degenerative.

This is as total as it gets for us in the working class short of being paralyzed or dead.

I need someone who is on my side, top of their game and will see to it that I'm comfortable after all this is over.

What I feel is an attempt to settle for far less than this is remotely worth just to get me off the books.

I know you don't believe I'm hurt...
I'm not interested in belief, I think the facts speak volumes above belief

I question who's side your on?
Your comments about believing David's deposition, etc...

Hans, I have no degrees but I was better at my career in printing and graphic design than anyone I ever worked with who did. If I need character references from past clients, employers, coworkers, teachers, etc... I have an army of people who know I'm one of the most genuine, honest, dedicated hard working persons who takes responsibility for my actions. David on the other hand isn't a stand up guy at all. He couldn't even take responsibility for his actions not to mention his attempts at collecting from this, which I believe constitutes insurance fraud.

Oh and I'm contacting the McHenry county states atty... I know too much time has passed since the threats but those threats were for a future time once all this was settled. If he attempts to collect or make good on his threats and if I end up back in the hospital I want everyone to know who to go get. I'm done playing nice with this guy and I can only hope I have an attorney who feels the same.

I have to ask since you think I don't understand, what is it your trying to do?

Paul

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Sent from my iPhone

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To me

My case is "gross negligence" causing "untreatable, irreversible and debilitating harm"

Never had a lawyer who needed me to help write or correct anything before.
The SSDI lawyer pulled everything from the record and it was perfect.

Yes, I would like to reword much of it because I wouldn't want anything used in it twisted later if we do go to trial.

Yes, I understand that your firm won't back me but it doesn't mean I'm not going to take it to trial anyway. I need the wording to match exactly what I need should I go the distance.

I can honestly say the dollar amount you listed I would never agree to. It wouldn't even cover my wages for the years in physical therapy yet the rest of my life.
If I end up with a structured settlement where I have to chase this guy I believe we can always sell the settlement and cash out. Is that possible?

Paul Dulberg
847-497-4250
Sent from my iPad

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I need someone who is on my side, top of their game and will see to it that I'm comfortable after



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Memo(16)

**Paul Dulberg** Hans, do you have a paralegal? Paul Dulberg 847-497-42[illegible] Feb 21 at 1:32 PM

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**Paul Dulberg** Feb 22 at 11:34 PM
To me

How much are you or Your firm willing to pay me for the inconvenience of finding new council after sitting on this case?

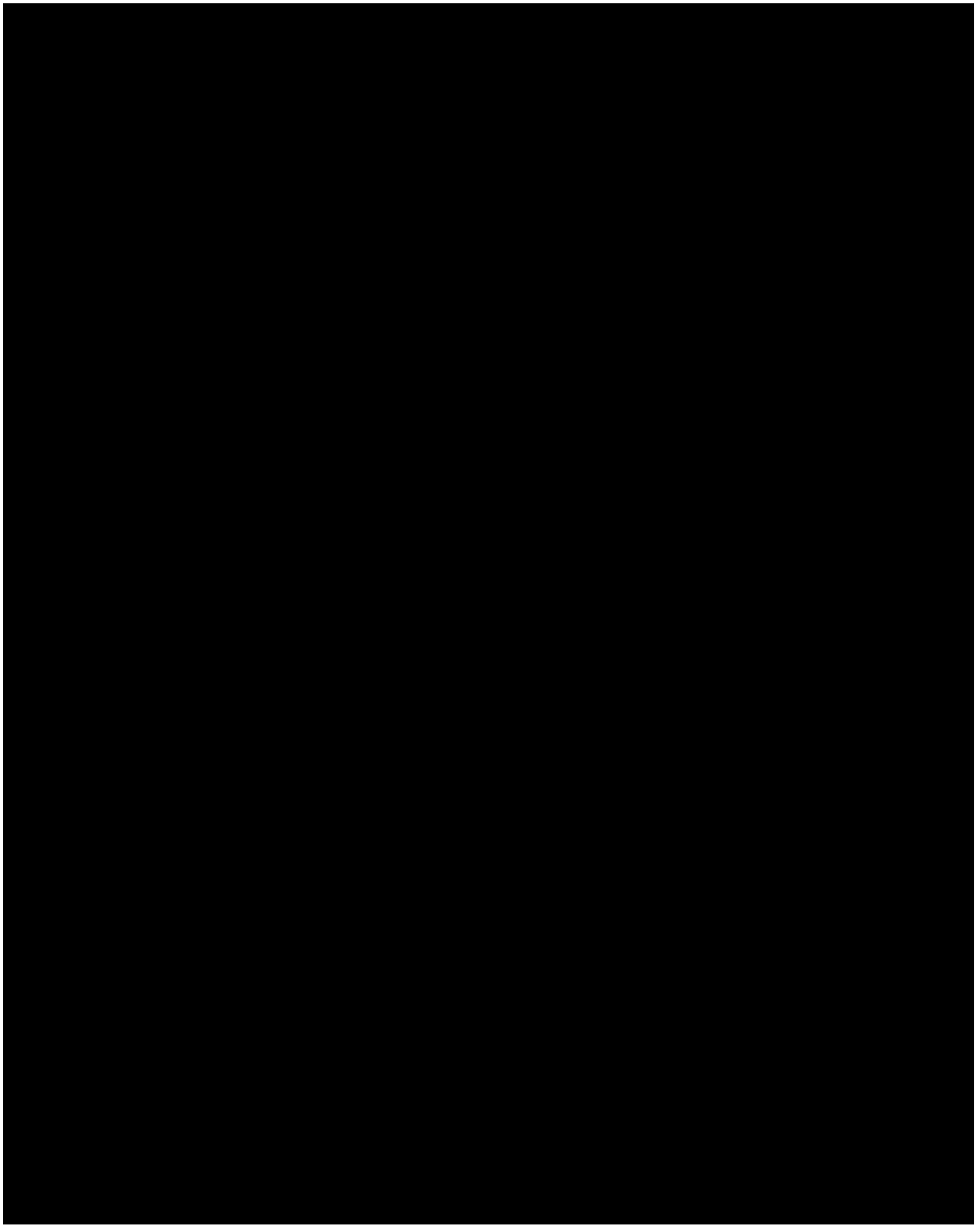
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# MEMORANDUM

TO: File

FROM: Hans

DATE: February 23, 2015

CASE: **PAUL DULBERG - CONVERSATION WITH CLIENT**

On February 23, 2015, I spoke with Paul on the phone. I told him that I do not like his Facebook posts where he insults my practice. He apologizes and said that he will remove it from his Facebook. He said that he does like me and just disagrees with how I am evaluating the case. He thinks the case is worth far and excess of $100,000 in coverage. I told him that the defense is not even going to offer probably $30,000 on the case. He wants to try to investigate the assets of David Gagnon. I told him that it is useless because they are not even going to offer the policy limits anyway. He made some comments on Facebook about me and he said that he will withdraw those. He is sorry about this. He is getting very frustrated. I told him that I do not want to represent him any further but I will take the case through a pre-trial settlement conference and then we will go from there.

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Council(4)

**Paul Dulberg** Today at 3:24 PM
To me

Hans,
Do you plan to file a motion to remove yourself from this case?

Paul Dulberg
847-497-4250
Sent from my iPad

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**me** I can do it either now or after the pretrial settlement conference. Ser Today at 3:34 PM

**Paul Dulberg** Are you asking me or is that your intentions? Paul Dulberg Today at 3:44 PM

**me** Today at 3:56 PM
To Paul Dulberg

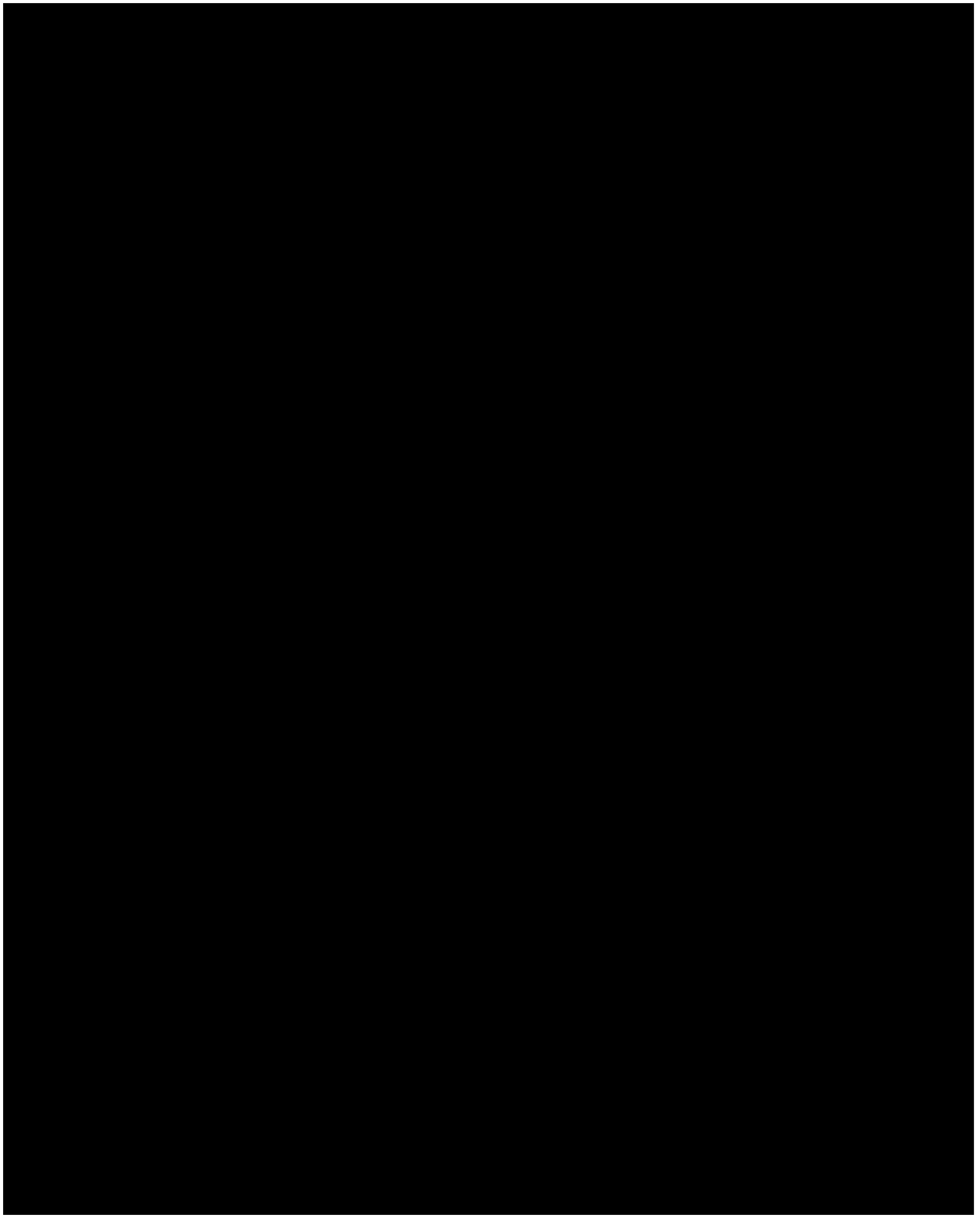
Well I can wait a little bit if you need more time...but Im prepared to do it anytime..

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Council(21)

**Paul Dulberg** Hans, Do you plan to file a motion to remove yourself fro Mar 4 at 3:24 PM

+ 18 more messages

**Paul Dulberg** Mar 6 at 10:59 PM
To me

Hans,

As bad as things are looking from my prospective it appears I'm stuck with you good or bad.

I hope underneath it all you mean well and you can do something during this next settlement that restores my faith in the system.

Paul Dulberg
847-497-4250
Sent from my iPad

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**me** Today at 7:52 AM
To Paul Dulberg

Paul. Im very sorry, but we have come to a point where there is just nothing more I feel I can do for you. You have made your feelings very clear. So we will just proceed with the understanding that you will find a new attorney. I will have a motion to withdraw as your attorney sent to you. Good luck in the future.

Hans

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## Council(21)

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Sent from my iPad

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To Paul Dulberg

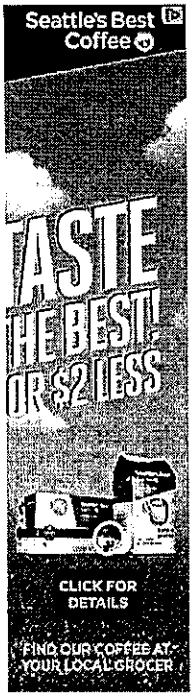
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Hans

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## Council(22)

**Paul Dulberg** Hans, Do you plan to file a motion to remove yourself fro Mar 4 at 3:24 PM

+ 20 more messages

**Paul Dulberg** Today at 8:04 AM

To me

Did you file it with the court?

My feelings are all over the place...
I became disabled and until you experience this for yourself you just can't understand it. The mental side of becoming disabled is not something I'm dealing with too well. The stress is incredibly frustrating. I go from slap happy silly to incredible anger pushing everyone away. Even those trying to help. Trust me, no one not even myself understands my feelings.

I'm not relieving you, I'm taking the chance to believe in you.

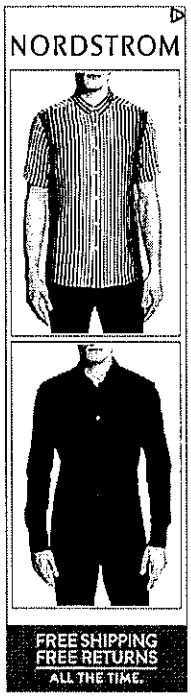
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

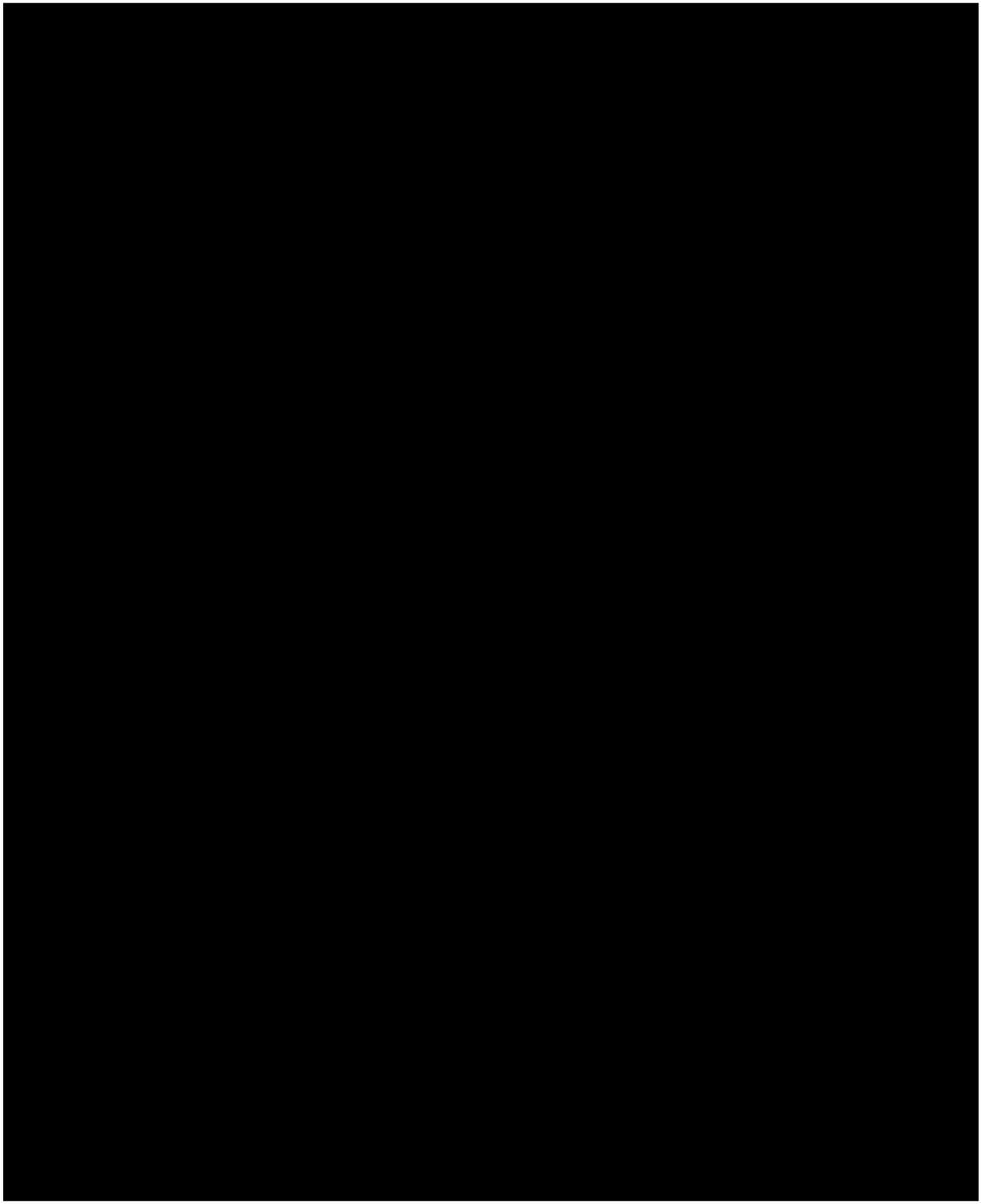
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**BRAD J. BALKE, P.C. / OPERATING ACCOUNT** 3453

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|---|---|---|
| THE LAW OFFICES OF THOMAS J. POPVICH PC | 3/20/2015 | |
| 766 · FILING FEES | | 1,539.32 |

| | | |
|---|---|---|
| Cash -Operating | RE: DULBERG (1/2 COST REIMBURSEMENT) | 1,539.32 |

**BRAD J. BALKE, P.C. / OPERATING ACCOUNT** 3453

| | | |
|---|---|---|
| THE LAW OFFICES OF THOMAS J. POPVICH PC | 3/20/2015 | |
| 766 · FILING FEES | | 1,539.32 |


PAYMENT RECORD

| | | |
|---|---|---|
| Cash -Operating | RE: DULBERG (1/2 COST REIMBURSEMENT) | 1,539.32 |

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

BRAD J. BALKE, P.C.
542 S DEARBORN ST STE 310
CHICAGO, IL 60605-1508

CITIBANK, N.A.
CHICAGO, IL 60604
02-7080/2710

3453

3/20/2015

PAY TO THE ORDER OF THE LAW OFFICES OF THOMAS J. POPVICH PC

$ **1,539.32

One Thousand Five Hundred Thirty-Nine and 32/100********** DOLLARS

THE LAW OFFICES OF THOMAS J. POPVICH PC

MEMO RE: DULBERG (1/2 COST REIMBURSEMENT)

⑈003453⑈ ⑆271070801⑆8006331688⑈

© 2014 INTUIT INC. # 872 1-800-433-8810

**BRAD J. BALKE, P.C. / OPERATING ACCOUNT** 3453

| | | |
|---|---|---|
| THE LAW OFFICES OF THOMAS J. POPVICH PC | 3/20/2015 | |
| 766 · FILING FEES | | 1,539.32 |

| | | |
|---|---|---|
| Cash -Operating | RE: DULBERG (1/2 COST REIMBURSEMENT) | 1,539.32 |

**BRAD J. BALKE, P.C. / OPERATING ACCOUNT** 3453

| | | |
|---|---|---|
| THE LAW OFFICES OF THOMAS J. POPVICH PC | 3/20/2015 | |
| 766 · FILING FEES | | 1,539.32 |

PAYMENT RECORD

| | | |
|---|---|---|
| Cash -Operating | RE: DULBERG (1/2 COST REIMBURSEMENT) | 1,539.32 |

RELEASE OF CLIENT TRUST ACCOUNT FUNDS (3/23/2015)

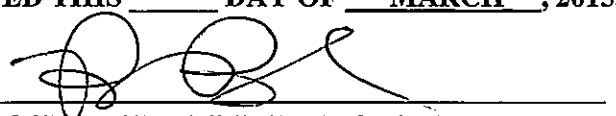
**PAUL DULBERG**

| | | |
|---|---|---|
| **FUNDS ON DEPOSIT f/b/o PAUL DULBERG WITHIN CLIENT TRUST ACCOUNT OF THE LAW OFFICES OF THOMAS J. POPOVICH, P.C.:** | | **$ 5,000.00** |
| LESS: | | |
| Costs Advanced by Law Offices of Thomas J. Popovich, P.C. | $ (3,078.64) | |
| *TOTAL EXPENSES TO BE RECOVERED AT THIS TIME*:* | | $ - |
| *CASE LIENS AND/OR OUTSTANDING BALANCES:** | | |
| Hand Surgery Associates | $ (9,444.00) | |
| Northwest Community Hospital | $ (6,366.00) | |
| MedChex | $ (3,390.00) | |
| Karen Levin, MD | $ (2,420.00) | |
| Dynamic Hand Therapy | $ (24,604.00) | |
| Northern Illinois Medical Center | $ (1,323.75) | |
| *TOTAL LIENS/OUTSTANDING BALANCES TO BE PAID AT THIS TIME:* | | $ - |
| *TOTAL ATTORNEY FEES (1/3 of Gross Settlement)* | | $ (1,666.67) |
| **TRUST ACCOUNT FUNDS TO BE RELEASED:** | | **$ 3,333.33** |

**NO COSTS ADVANCED REIMBURSED AT THIS TIME AND NO LIENS/OUSTANDING BALANCES PAID -- ONLY ATTORNEY FEES WERE PAID FROM THE $5,000.00 ON DEPOSIT WITHIN CLIENT TRUST ACCOUNT AND BALANCE TURNED OVER TO LAW OFFICES OF BRAD J. BALKE, P.C. AS PER AGREEMENT/DIRECTION FROM SAID LAW FIRM ON BEHALF OF PAUL DULBERG. COSTS ADVANCED TO BE REIMBURSED AS A SEPARATE TRANSACTION AS PER AGREEMENT.*

**I UNDERSTAND AND APPROVE ALL OF THE ITEMS AND AMOUNTS LISTED ABOVE. I ALSO UNDERSTAND AND AGREE THAT IF THERE ARE ANY ADDITIONAL BILLS OR LIENS WHICH MAY NEED TO BE PAID IN THE FUTURE, I AM SOLELY RESPONSIBLE FOR THE PAYMENT OF SAID BILLS OR LIENS. I AGREE TO REIMBURSE THE LAW OFFICES OF THOMAS J. POPOVICH IF THEY ARE REQUIRED TO PAY ANY SUCH BILL OR LIEN NOW OR IN THE FUTURE. THE LAW OFFICES OF THOMAS J. POPOVICH HAS ADVISED ME THAT THEY HAVE NOT RECEIVED ANY LIENS FROM ANY HEALTH CARE PROVIDERS OR HEALTH INSURANCE CARRIERS OTHER THAN THOSE LISTED ABOVE, BUT THAT HEALTH OR AUTOMOBILE INSURANCE MAY HAVE PAID SOME/ALL OF THE MEDICAL BILLS AND MAY BE ENTITLED TO REIMBURSEMENT DEPENDING ON THE POLICY PROVISIONS AND WHETHER OR NOT I HAVE SIGNED A REIMBURSEMENT AGREEMENT.**

**DATED THIS 23 DAY OF MARCH, 2015.**



**Law Offices of Brad J. Balke, P.C., for Paul Dulberg**

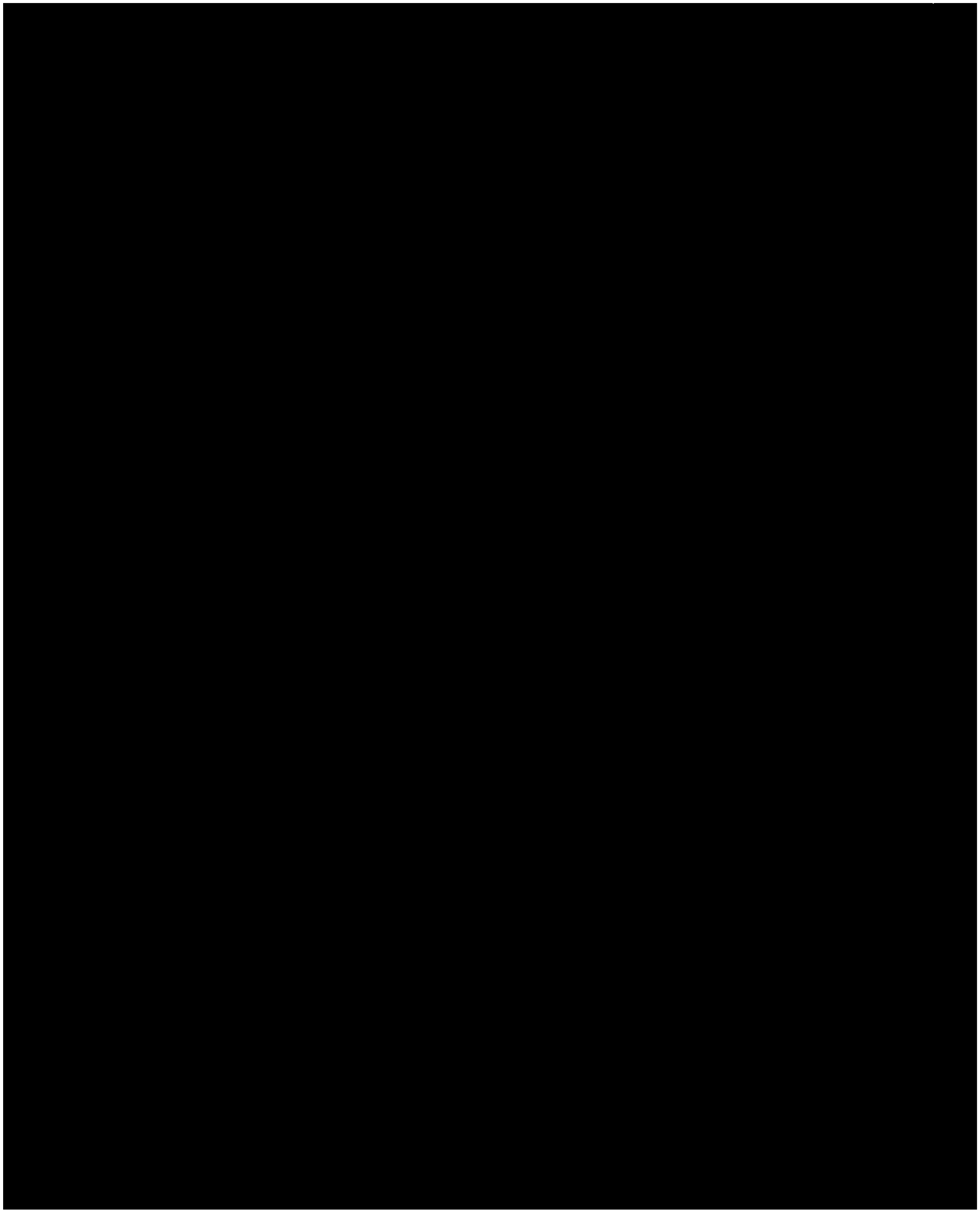
*I have taken my medical records from the Law Offices of Thomas J. Popovich.* _____

*I request that the Law Offices of Thomas J. Popovich destroy my medical records.* _____

# Law Offices of Thomas J. Popovich, P.C.
## Unbilled Costs by Job
### All Transactions

| Type | Num | Date | Source Name | Memo | Account | Amount |
|---|---|---|---|---|---|---|
| **Dulberg, Paul** | | | | | | |
| Check | 19289 | 12/13/2011 | Copy-Rite, Inc | Dulberg - records from Centegra McHenry | Costs Advanced | 62.10 |
| Check | 1817 | 5/3/2012 | Associated Neurology | Dulberg - Medical Records | Costs Advanced | 33.17 |
| Check | 1918 | 5/9/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | 0.00 |
| Check | 1938 | 5/10/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | 241.00 |
| Check | 2084 | 6/12/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 0.00 |
| Bill | CH REQ A... | 8/23/2012 | Dynamic Hand & Physical Therapy | Med Records from Dynamic Hand & Phys Ther | Costs Advanced | 58.56 |
| Check | 2576 | 9/17/2012 | MDS Investigations, Inc. | Dulberg - Personal Services | Costs Advanced | 115.00 |
| Check | 2702 | 9/26/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 14.68 |
| Check | 2785 | 10/8/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 6.56 |
| Check | 3096 | 11/26/2012 | Midwest ROI | Dulberg - Medical Records | Costs Advanced | 46.25 |
| Check | 3129 | 11/29/2012 | Minuteman Press of McHenry | Dulburg - Copies | Costs Advanced | 9.75 |
| Check | 3177 | 12/4/2012 | Northwest Community Hospital | Dulberg - Medical Records | Costs Advanced | 76.27 |
| Check | 3178 | 12/4/2012 | MidAmerica Hand to Shoulder Clinic | Dulberg - Medical Billing | Costs Advanced | 20.00 |
| Bill | 13870 | 2/4/2013 | Urbanski Reporting Company, Inc. | Deposition-DULBERG-dep of Gagnon | Costs Advanced | 772.90 |
| Check | 3557 | 2/25/2013 | Michael McArtor | Dulberg - Subpoena for Deposition | Costs Advanced | 35.00 |
| Check | 4317 | 7/2/2013 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 86.75 |
| Check | 4399 | 7/9/2013 | Urbanski Reporting Company, Inc. | Dulberg - Deposition | Costs Advanced | 972.10 |
| Bill | 80587 | 11/19/2013 | Minuteman Press of McHenry | 163 B/W copies - Dulberg | Costs Advanced | 35.45 |
| Bill | 11-21-13 | 11/21/2013 | Deb Fisher | Deposition - DULBERG, PAUL - Dep of P Dulberg | Costs Advanced | 453.20 |
| Bill | 80723 | 12/11/2013 | Minuteman Press of McHenry | 225 b/w copies | Costs Advanced | 33.75 |
| Bill | 83076 | 1/22/2015 | Minuteman Press of McHenry | Copy Service Fees - Job 129152 | Costs Advanced | 6.15 |
| Total Dulberg, Paul | | | | | | 3,078.64 |
| **TOTAL** | | | | | | **3,078.64** |

POP 000135



# Law Offices of Thomas J. Popovich, P.C.
## Unbilled Costs by Job
### All Transactions

| Type | Num | Date | Source Name | Memo | Account | Amount |
|---|---|---|---|---|---|---|
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| Check | 19289 | 12/13/2011 | Copy-Rite, Inc | Dulberg - records from Centegra McHenry | Costs Advanced | 62.10 |
| Check | 1817 | 5/3/2012 | Associated Neurology | Dulberg - Medical Records | Costs Advanced | 33.17 |
| Check | 1918 | 5/9/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | 0.00 |
| Check | 1938 | 5/10/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | 241.00 |
| Check | 2084 | 6/12/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 0.00 |
| Bill | CH REQ A... | 8/23/2012 | Dynamic Hand & Physical Therapy | Med Records-DULBERG, PAUL-fr Dynamic Hand & Phys Ther | Costs Advanced | 58.56 |
| Check | 2576 | 9/17/2012 | MDS Investigations, Inc. | Dulberg - Personal Services | Costs Advanced | 115.00 |
| Check | 2702 | 9/26/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 14.68 |
| Check | 2785 | 10/8/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 6.56 |
| Check | 3096 | 11/26/2012 | Midwest ROI | Dulberg - Medical Records | Costs Advanced | 46.25 |
| Check | 3129 | 11/29/2012 | Minuteman Press of McHenry | Dulburg - Copies | Costs Advanced | 9.75 |
| Check | 3177 | 12/4/2012 | Northwest Community Hospital | Dulberg - Medical Records | Costs Advanced | 76.27 |
| Check | 3178 | 12/4/2012 | MidAmerica Hand to Shoulder Clinic | Dulberg - Medical Billing | Costs Advanced | 20.00 |
| Bill | 13870 | 2/4/2013 | Urbanski Reporting Company, Inc. | Deposition-DULBERG-dep of Gagnon | Costs Advanced | 772.90 |
| Check | 3557 | 2/25/2013 | Michael McArtor | Dulberg - Subpoena for Deposition | Costs Advanced | 35.00 |
| Check | 4317 | 7/2/2013 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 86.75 |
| Check | 4399 | 7/9/2013 | Urbanski Reporting Company, Inc. | Dulberg - Deposition | Costs Advanced | 972.10 |
| Bill | 80587 | 11/19/2013 | Minuteman Press of McHenry | 163 B/W copies - Dulberg | Costs Advanced | 35.45 |
| Bill | 11-21-13 | 11/21/2013 | Deb Fisher | Deposition - DULBERG, PAUL - Dep of P Dulberg | Costs Advanced | 453.20 |
| Bill | 80723 | 12/11/2013 | Minuteman Press of McHenry | 225 b/w copies | Costs Advanced | 33.75 |
| Bill | 83076 | 1/22/2015 | Minuteman Press of McHenry | Copy Service Fees - Job 129152 | Costs Advanced | 6.15 |
| Total Dulberg, Paul | | | | | | 3,078.64 |
| **TOTAL** | | | | | | **3,078.64** |



Dulberg

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

February 19, 2015

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed your updated medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $58,387.33.

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

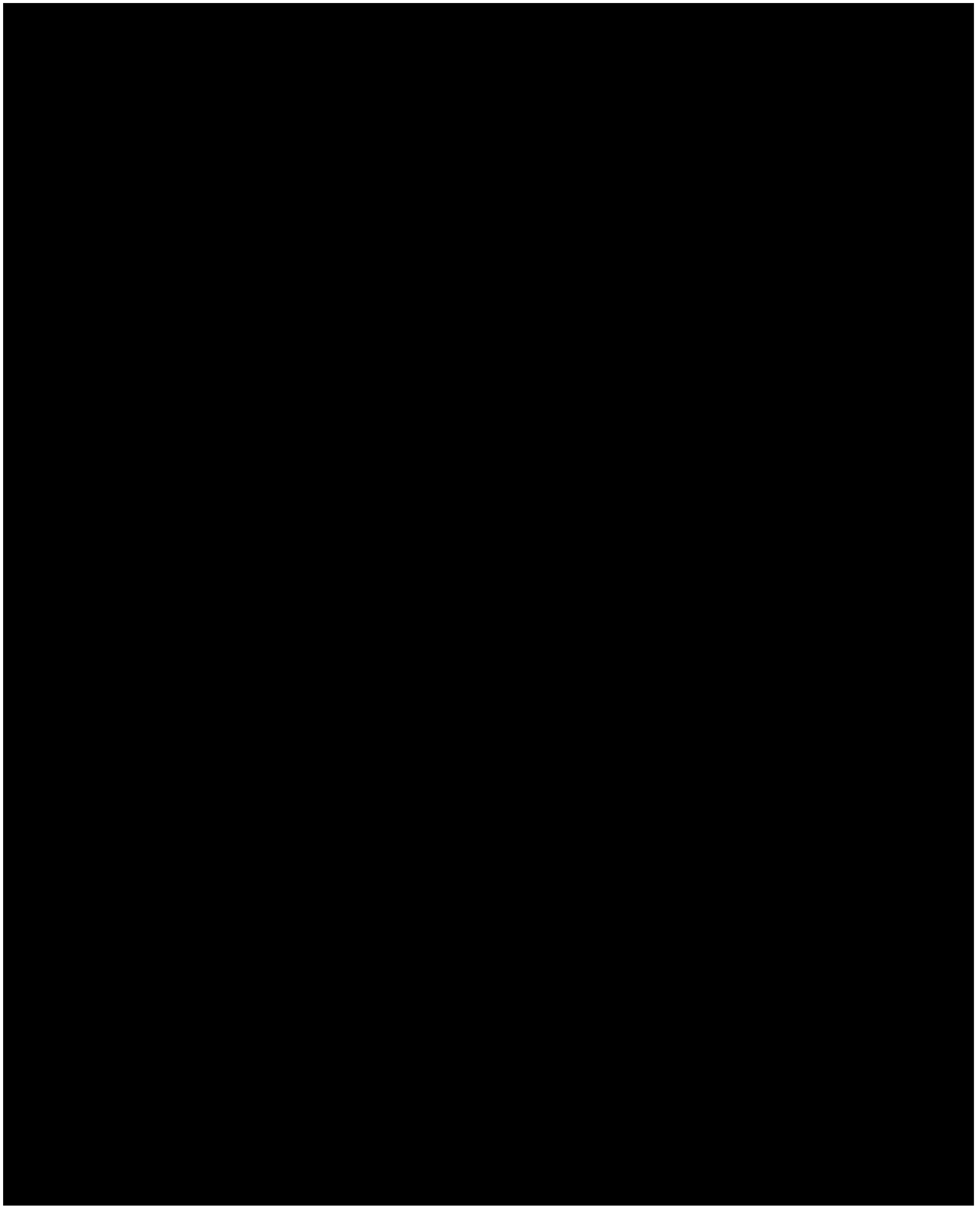
Very truly yours,

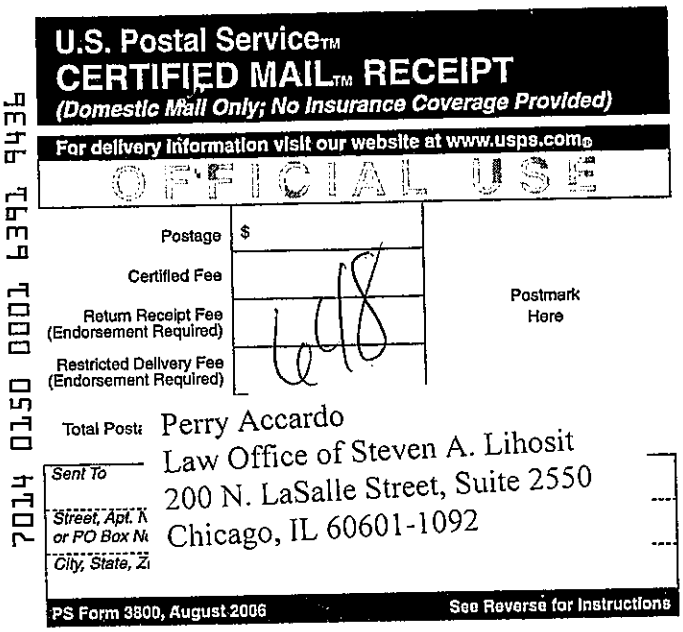
COPY

**HANS A. MAST**

smq
Enclosure

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*





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Sent To
Perry Accardo
Law Office of Steven A. Lihosit
Street, Apt. No. or PO Box No.
200 N. LaSalle Street, Suite 2550
City, State, ZIP+4
Chicago, IL 60601-1092

PS Form 3800, August 2006 See Reverse for Instructions

7014 0150 0001 6397 9434

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

March 17, 2015

**VIA CERTIFIED MAIL:**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

RE: ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed our Notice of Attorney's Lien in the above-referenced matter.

Very truly yours,

HANS A. MAST

smq
Enclosure

*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 WEST ELM STREET
MCHENRY, IL 60050
PHONE: 815-344-3797
FAX: 815-344-5280

## NOTICE OF ATTORNEY'S LIEN

TO: Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

You are hereby notified that **PAUL DULBERG**, has placed in my hands as his attorney, for suit or collection, a claim, demand or cause of action against the Defendant in the above matter growing out of a certain accident that occurred on or about **June 28, 2011, at 1016 W. Elder Avenue, McHenry, Illinois, McHenry County** and has agreed to pay me for my services certain legal fees not exceeding one-third of whatever amount may be recovered therefrom by suit, settlement or otherwise, plus costs and that a lien is hereby made and placed upon said claim, demand or cause of action of such fee.

Hans A. Mast

I, Han A. Mast, an attorney, on oath state that I served this Notice by mailing a true and correct copy of the same to the party(s) listed above and depositing the same in the U.S. Mail at McHenry, Illinois before 5:00 p.m. on March 17, 2015.

Hans A. Mast

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, IL 60050
815-344-3797

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

February 16, 2015

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please be advised that the Defendant has agreed to submit this matter to the court for purposes of pre-trial settlement conference. What this involves is that all the parties will appear on April 9, 2015 at 1:30 p.m. at the McHenry County Courthouse, 2200 N. Seminary, Courtroom 201, Woodstock, Illinois. We will meet with the judge and discuss the case and potentially negotiate a settlement.

I would you to be available and present for the pre-trial settlement. Please advise whether you are available for the pre-trial settlement conference as scheduled above.

Also, please find enclosed the draft of our Pre-Trial Settlement Memorandum. Please review and contact me to discuss.

I look forward to hearing from you.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

February 4, 2015

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

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Very truly yours,

Copy

**HANS A. MAST**

smq

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

January 23, 2015

Megan G. Heeg
Ehrmann, Gehlbach, Badger, Lee & Considine, LLC
215 E. First Street, Suite 100
Dixon, IL 61021

**RE:** ***Bankruptcy Estate of Paul Dulberg, Case No. 14-82297***

Dear Ms. Heeg:

Per your request, please find enclosed our attorney's contract, Paul's medical expense report, complaint and various pleadings in his pending suit.

Thank you for your cooperation.

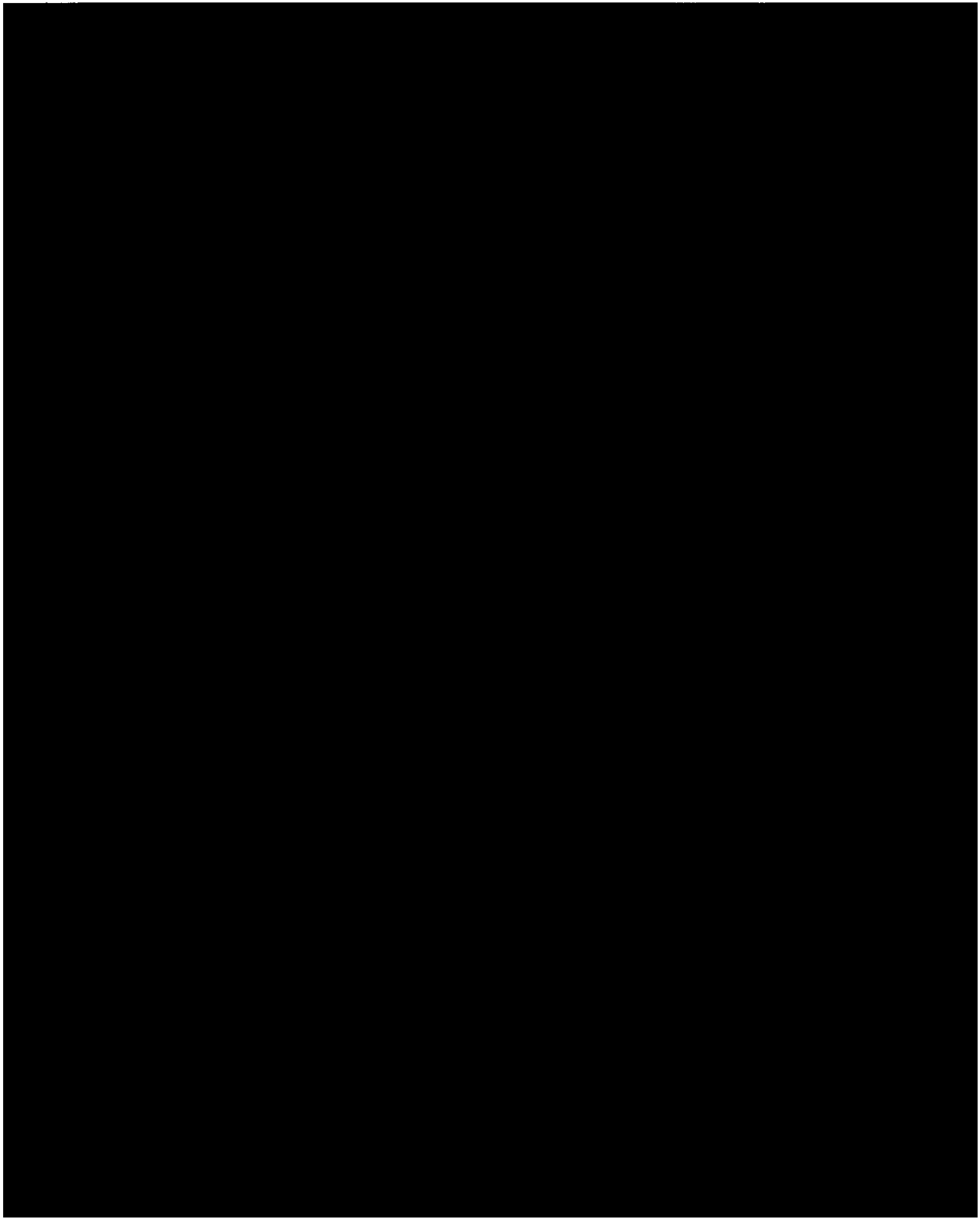
Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosures

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*



# *Ehrmann Gehlbach Badger Lee & Considine, LLC*

*215 E. First Street, Suite 100*
*Dixon, IL 61021*
*815-288-4949*
*Fax: 815-288-3068 E-mail: heeg@egblc.com*

FAX TRANSMISSION COVER SHEET

***Date:*** *January 9, 2015*

***To:*** *Hans Mast, Esq.*

***Fax:*** *815-344-5280*

***Re:*** *Dulberg* *090129*

***Sender:*** *Megan G. Heeg, Esq./kme*

*YOU SHOULD RECEIVE 3 PAGES, INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 815-288-4949.*

---

**********

**CONFIDENTIALITY NOTICE:** The information contained in this facsimile message is **ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION** intended only for the use of the individual or entity named herein. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the United States Postal Service. Thank you.

# Ehrmann Gehlbach Badger Lee & Considine, LLC

Attorneys At Law

Commerce Towers, Suite 100
P.O. Box 447
215 E. First Street
Dixon, IL 61021

Gary R. Gehlbach
David W. Badger
Douglas E. Lee
also admitted in Virginia & the District of Columbia
Dana M. Considine

Megan G. Heeg
Darla A. Foulker
Sarwat B. Hanif

Telephone: (815) 288-4949
Facsimile: (815) 288-3068
e-mail: kheeg@egblc.com

Rolfe F. Ehrmann
1949 – 2011
Warren H. Badger
1911-2005


January 9, 2015

BY FAX
Hans A. Mast, Esq.
The Law Offices of Thomas J. Popovich P.C.
3416 W. Elm Street
McHenry, IL 60050

Re: Your File: Paul Dulberg v. David Gagnon, et al
My File: Bankruptcy Estate of Paul Dulberg; Case No. 14-82297

Dear Attorney Mast:

Thank you for your letter of January 7, 2015. Can you please:

1) Advise as to the total amount of medical liens filed against the pending pi case;
2) Forward a copy of your retention agreement;
3) Provide copies of the complaint, answer, and other pleadings filed in the case.

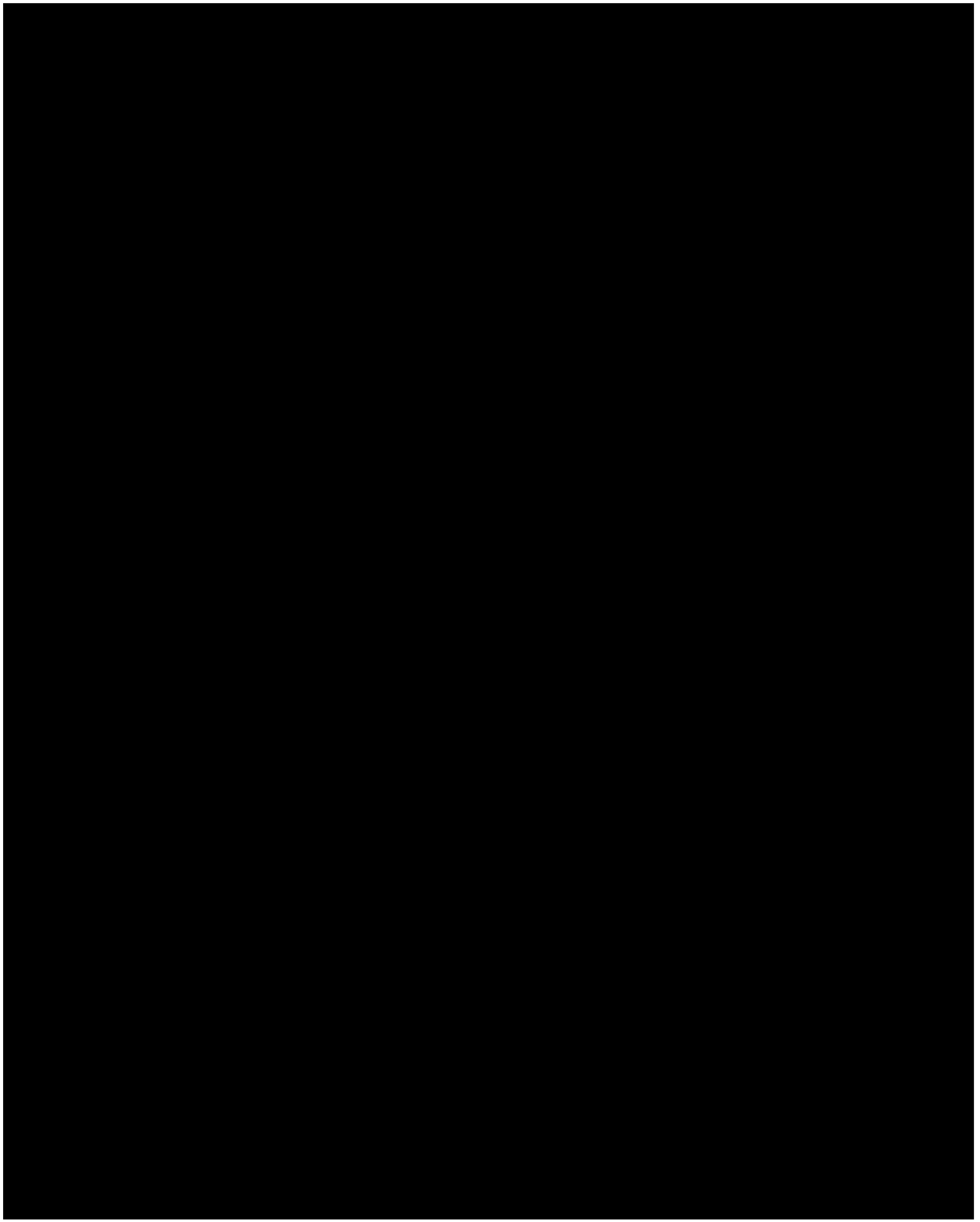
At this time, I am attempting to learn a possible value of the case. If the case could be worth enough, I would like to retain you and your firm to assist the Estate.

Very truly yours,

EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC

Megan G. Heeg

MGH/kme



XFINITY Connect hansmast@comcast.ne

+ Font Size -

**Re: New counsel**

**From :** Hans Mast <hansmast@comcast.net> Fri, Dec 19, 2014 04:11 PM

**Subject :** Re: New counsel

**To :** Paul Dulberg <pdulberg@comcast.net>

Here's the deal...they are going to be reviewing the case with a doctor. The doctor will probably say you weren't hurt that bad. So, even if they concede that Mr. Gagnon was at fault, they will likely not offer much on the case. How much, I don't know. But Im not interested in trying the case. I think it would be very difficult to win. So unless you want to work out a settlement, I think you should consider other counsel. Its tough to make these decisions. I know it makes it tough on you. But these decisions are the reality in working on such cases sometimes.
The good news is that you have a chance to recover in a jury trial. It would be tough, but there is a chance that the jury will believe you. But it will take some time and expense to take the case to trial. If the jury believes your specialist, the damages could be good for you. But there are a lot of "ifs" and Im not prepared to undertake the risks at this point.

----- Original Message -----From: Paul Dulberg <pdulberg@comcast.net>To: Hans Mast <hansmast@comcast.net>Sent: Fri, 19 Dec 2014 15:46:43 -0000 (UTC)Subject: New counsel

Morning Hans,I have a meeting with Randal Baudin's office on Monday.Do you really wish that I find new counsel?Paul

Paul Dulberg847-497-4250Sent from my iPad

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

October 7, 2014

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed your updated medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $58,367.72.

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

Very truly yours,

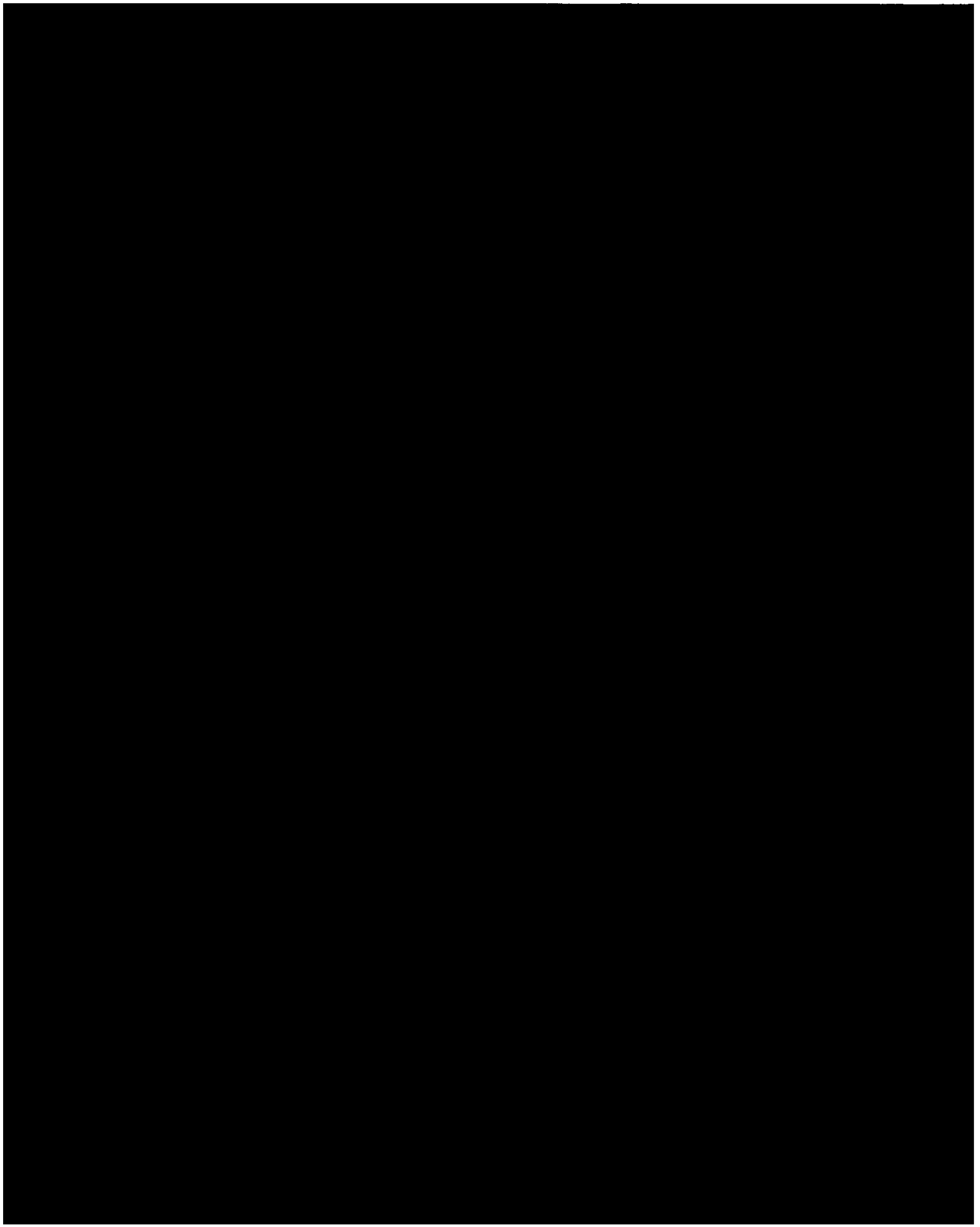
COPY

**HANS A. MAST**

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*



XFINITY Connect hansmast@comcast.ne

+ Font Size -

**Fwd: Just received your mailed letter**

**From :** Paul Dulberg <pdulberg@comcast.net> Wed, Sep 24, 2014 02:06 AM

**Subject :** Fwd: Just received your mailed letter

**To :** Hans Mast <hansmast@comcast.net>

Hans,
if I use a chainsaw and cut you badly who is going to believe me when I say it's not my fault, Hans just fell into it?

Who in their right mind is going to believe me when your pointing your finger at me saying I did it?

Who?

Begin forwarded message:

> From: Paul Dulberg <pdulberg@comcast.net>
> Date: September 23, 2014 at 8:25:03 PM CDT
> To: Hans Mast <hansmast@comcast.net>
> Subject: Re: Just received your mailed letter
>
> First, I'm sorry that I'm not a better witness to help prove David cut me with a chainsaw. I was but a lowly printer/graphic designer my whole life and never asked for anyone's sympathy till now.
>
> Secondly, I'm sorry I must live among a bunch of potential jurors that you don't trust to just do the right thing.
>
> Thirdly, I'm most sorry for agreeing to lend David Gagnon a hand when he needed some help, I had no idea he was going to try and lop it off.
>
> Fourth, I'm sorry you don't feel good about pushing for a trial. I wish whatever mysterious evidence you seek would be shared with me because without a video camera I can only say what I've seen from direct experience. And I guess in this case "me" the victim isn't credible enough but the one wielding a chainsaw that hurt me is.
>
> A few questions from a layman,
>
> How much could a trial actually cost?
> What,
> $50,000
> $150,000
> Does it even cost as much as a car?
> What number?
>
> How much would you hope to get for us in a settlement?
>
> How much could be expected if the trial does proceed and we have a favorable outcome?
>
> Hans, if your heart is not in this I'm sorry
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
>> On Sep 23, 2014, at 7:39 PM, Hans Mast <hansmast@comcast.net> wrote:
>>
>> Hi Paul. My view hasn't changed. I think each time we've talked I've always tried to be open about my reservation to take this case to trial. I just don't think we have enough evidence to prove our case and to invest the time and cost and preparing for trial and moving to trial just in my mind does not make sense to me. I have to be very realistic about things and honest with my opinion. It doesn't do you any good if I do not feel strongly about the case.
>>
>> That's the very reason why I wanted to have this discussion. I want to give you the option of finding other counsel at this point if you

really want to take the case to trial which I think ultimately will be necessary. I just do not believe strongly that defense counsel will offer much in the way of a settlement. Although I will ask him if he is going to make an offer and maybe that will allow you to make a better judgment on this.
>>
>>
>>
>> Sent from my iPhone
>>
>>> On Sep 23, 2014, at 7:17 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>>
>>> Before I proceed,
>>> Why the change of heart?
>>> I mean, last month your response was we are setting a date for trial or something like that but Now it's settle or find new council again.
>>> Paul
>>>
>>> Paul Dulberg
>>> 847-497-4250
>>> Sent from my iPad

---

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

September 22, 2014

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

COPY

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Just for purposes of an update, we did appear for the discovery deposition of Dr. Kujawa. She did a good job in describing your current limitations and issues with respect to the nerve damage you suffered from the chainsaw accident. She apparently saw you September 25, 2013. I understand that this was the only time she has seen you. You may want to continue to follow up with her.

As we discussed in the past, I do not feel that this is the sort of case that I want to try before a jury. I simply do not believe that we have strong enough evidence on the issue of liability to proceed to trial. I am happy to try to try to work to settle the case. Unfortunately, defense counsel has not shown any interest in settling the case - because he too knows the evidence will be challenging for us.

You have two options at this point. You can contact other attorneys in the area to see if they are willing to substitute in the case and proceed as your attorney to trial on the matter. To assist you in retaining other counsel, I am happy to discuss a release of our attorney's lien, but maintain a right to recover any costs that we have paid thus far. By "releasing" our lien, that would mean that we have been representing for no charge up to this point which should prove a great savings to you if and when the case is resolved or settled in the future.

Your second option is to just allow us to continue on in representing you on the claim and continue to pursue potential settlement. If the case, however, cannot be settled, we would not go to trial but instead we would dismiss the case with leave to refile it within one year to give you some additional time to retain other counsel.



*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*

Please let me know how you wish to proceed at this time.

Very truly yours,

**HANS A. MAST**

smq

FAXED 8/15

# HAND TO SHOULDER ASSOCIATES, S.C.

515 ALGONQUIN ROAD ARLINGTON HEIGHTS, IL 60005

* ALSIP * BOLINGBROOK * CHICAGO * COUNTRYSIDE * ELMHURST
* GLENVIEW *OAK LAWN * VERNON HILLS

**PHONE: 847.956.0099 FAX: 847.956.0433**

August 13, 2014

Mr. Hans Mast
Law Offices of Thomas Popovich
3416 West Elm Street
McHenry, IL 60050

| | |
|---|---|
| Patient Name: | Paul Dulberg |
| Date of Birth: | 03-19-1970 |
| Account Number: | 80330 |
| Case Number: | not known |

To Whom This May Concern:

This letter is a request to confirm that you are still the attorney of record representing the patient listed above, and that this case is currently in litigation. Please review the enclosed Statement of Account and sign and return this letter to the fax number listed below.

Please feel free to call us if you have any questions or need more information.

Thank you for your prompt attention to this matter.

Sincerely,

Hand to Shoulder Associates, S.C.
Billing Department

Enclosures

---

**PLEASE SIGN AND RETURN THIS LETTER TO FAX # 847-956-0433**

Patient Name: Paul Dulberg

Case Number: not known

Current Status: Pending

Signature of Attorney or Representative: _____ Date: 8-15-14

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
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| 18479560433 | FAX | Fine | 08/15 11:04am | 00'29" | 1 | # 0 K | |

# HAND TO SHOULDER ASSOCIATES, S.C.

515 ALGONQUIN ROAD ARLINGTON HEIGHTS, IL 60005

* ALSIP * BOLINGBROOK * CHICAGO * COUNTRYSIDE * ELMHURST
* GLENVIEW *OAK LAWN * VERNON HILLS

**PHONE: 847.956.0099 FAX: 847.956.0433**

August 13, 2014

Mr. Hans Mast
Law Offices of Thomas Popovich
3416 West Elm Street
McHenry, IL 60050

Patient Name: Paul Dulberg
Date of Birth: 03-19-1970
Account Number: 80330
Case Number: not known

To Whom This May Concern:

This letter is a request to confirm that you are still the attorney of record representing the patient listed above, and that this case is currently in litigation. Please review the enclosed Statement of Account and sign and return this letter to the fax number listed below.

Please feel free to call us if you have any questions or need more information.

Thank you for your prompt attention to this matter.

Sincerely,

Hand to Shoulder Associates, S.C.
Billing Department

Enclosures

---

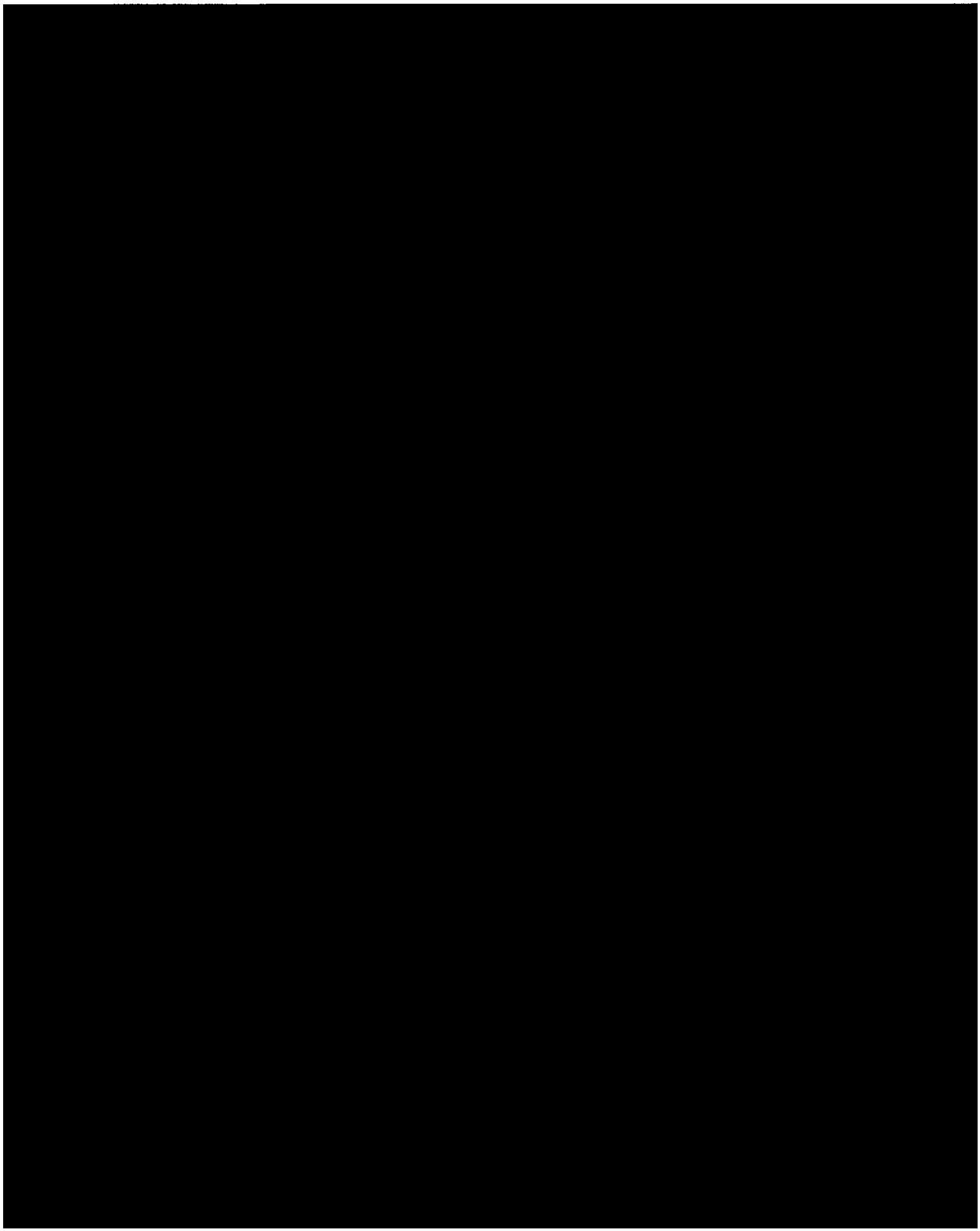
**PLEASE SIGN AND RETURN THIS LETTER TO FAX # 847-956-0433**

Patient Name: Paul Dulberg

Case Number: not known

Current Status: Pending

Signature of Attorney or Representative: _____ Date: 8-15-14



XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Dr. Kujawa**

**From :** Paul Dulberg <pdulberg@comcast.net>

Fri, May 09, 2014 03:38 PM

**Subject :** Dr. Kujawa

**To :** Hans Mast <hansmast@comcast.net>

**Cc :** Meredith Marcus <mmarcus@fdaleylaw.com>

Hi Hans and Meredith,

I had an appointment with Dr. Kujawa yesterday.
She said the Botox injections will not solve the spastic pains you saw marked on my arm in the video I sent you but it should help with opening and closing my hand so I did another round of injections.

Of coarse I asked, am I stuck with those pains the rest of my life, it's been almost 3 years?

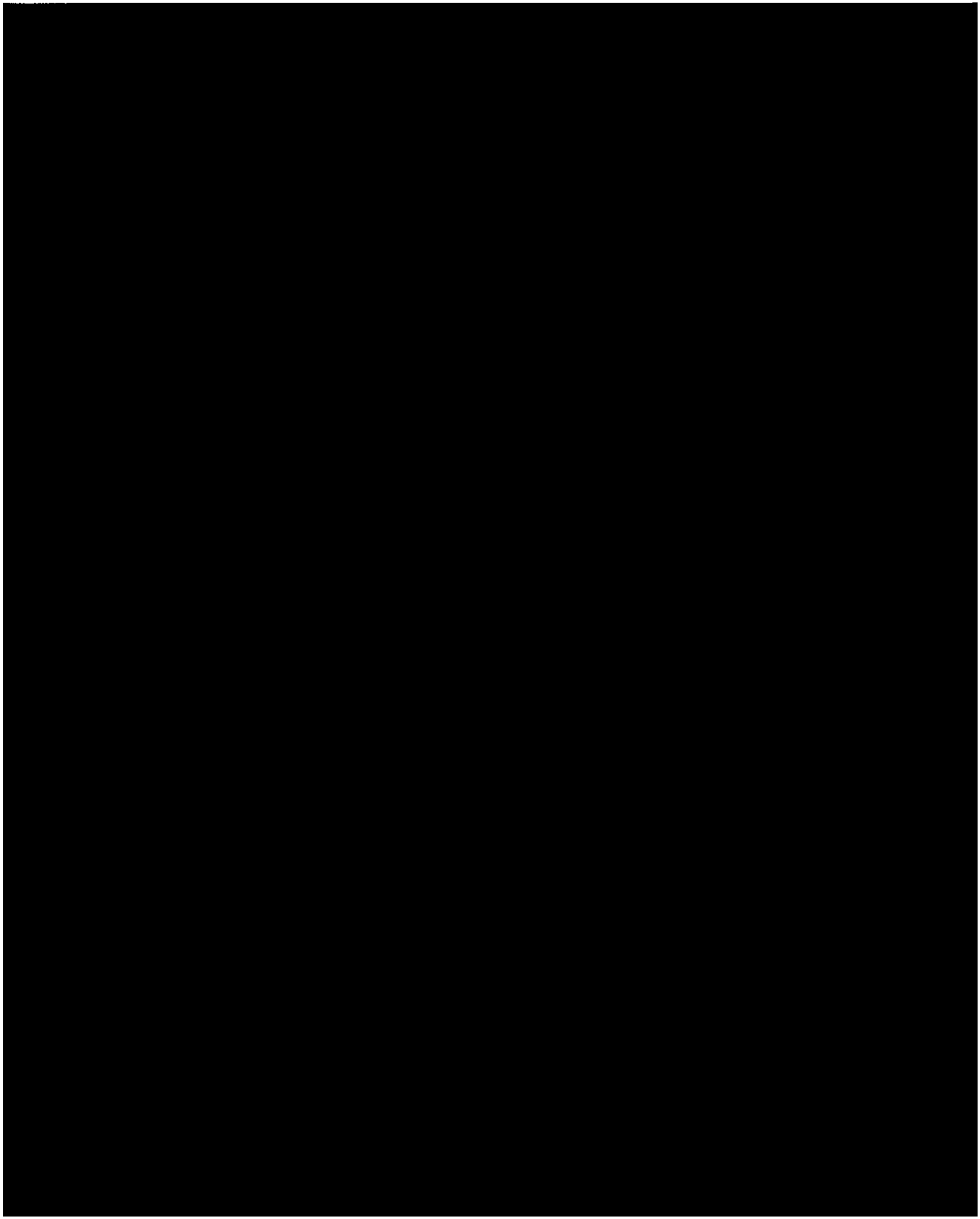
She replied, most likely but that's what the Neurontin/Gabapentin are for and it should help curb some of those pains.

She prescribed Neurontin/Gabapentin for the pains and asked that I report any changes to her and to see her again in another 3 months.

My next appointment is set for August 14th.

Thanks again,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

FAXED 3/24

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

March 24, 2014

**VIA FACSIMILE: 847/729-8852**

Dr. Kathy Kujawa
2614 Patriot Blvd, Suite A
Glenview, IL 60026

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Dr. Kujawa:

This letter confirms that we spoke to you today and we are cancelling your deposition (without charge) previously set for March 26, 2014 at 3:30 p.m. in reference to your care and treatment of our client, Paul Dulberg.

I will have my assistant, Sheila follow up with Attorney Perry Accardo's office to have them reschedule your deposition.

Thank you again for your cooperation.

Very truly yours,

**HANS A. MAST**

smq

c: Perry Accardo (fax: 877/715-9317)

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

* * Transmit Confirmation Report * *

P1 Mar 24 2014 04:49pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page | Note | Result | Details |
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| 18777159317 | FAX | Fine | 03/24 04:48pm | 00'47" | 1 | Broadcast | * 0 K | |


The Law Offices of Thomas J. Popovich P.C.

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*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*


March 24, 2014

**VIA FACSIMILE: 847/729-8852**

Dr. Kathy Kujawa
2614 Patriot Blvd, Suite A
Glenview, IL 60026

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

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Thank you again for your cooperation.

Very truly yours,

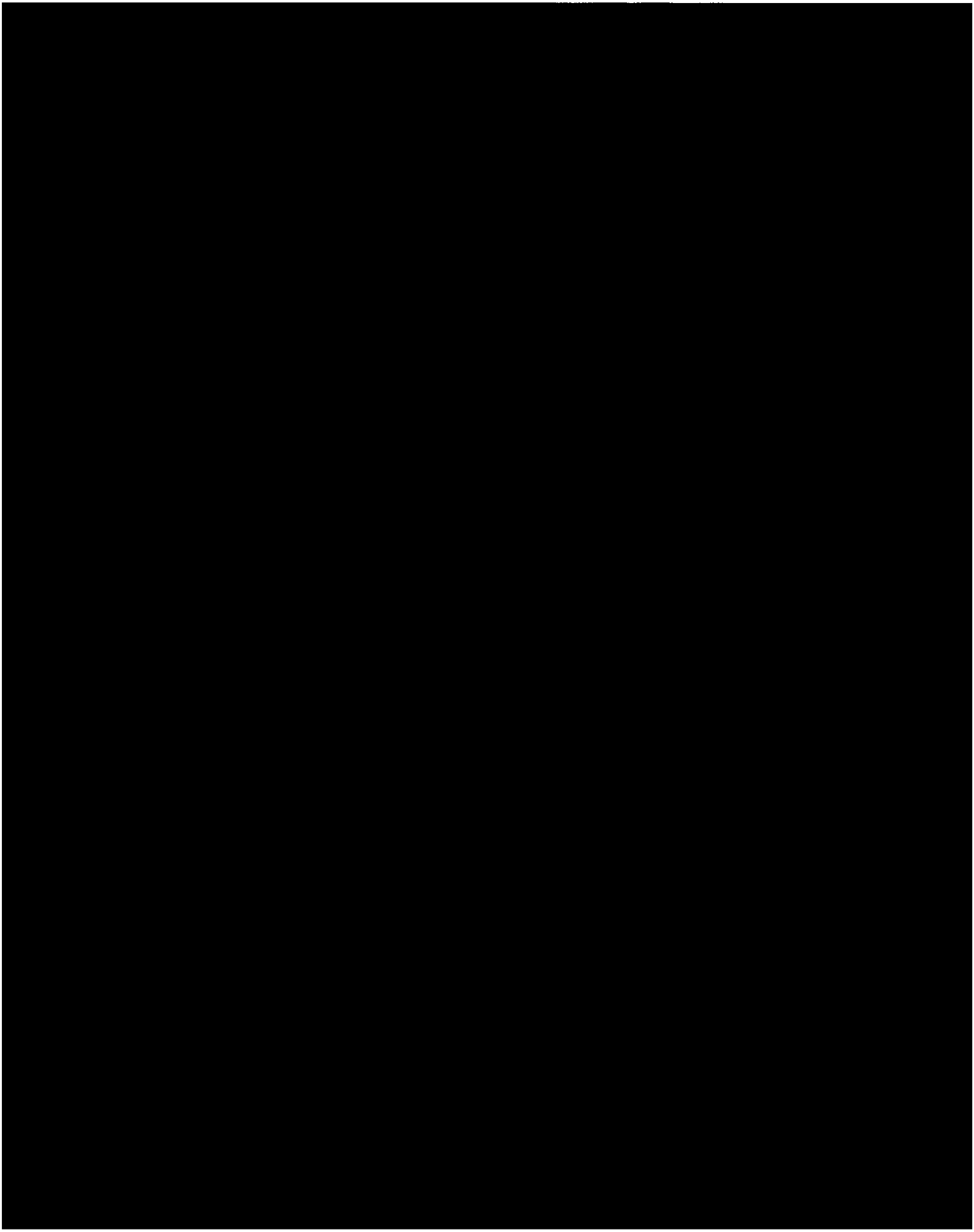
**HANS A. MAST**

smq

c: Perry Accardo (fax: 877/715-9317)




*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*



**XFINITY Connect**

**hansmast@comcast.ne**

+ Font Size -

**Thanks**

**From :** Paul Dulberg <pdulberg@comcast.net>

Mon, Apr 14, 2014 10:08 PM

**Subject :** Thanks

**To :** Hans Mast <hansmast@comcast.net>

Hans,
Sorry for the rants, it's been an emotional roller coaster on my end.
Bringing this to an end would be a big step towards healing for me.
Believe me when I say thanks for all the hard work and get the best deal you can!
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

March 12, 2014

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Enclosed please find an executed Authorization signed by my client. Please forward any copies that you receive pursuant to this Authorization to my attention and I will be happy to reimburse you for the copy charges. Thank you.

Very truly yours,

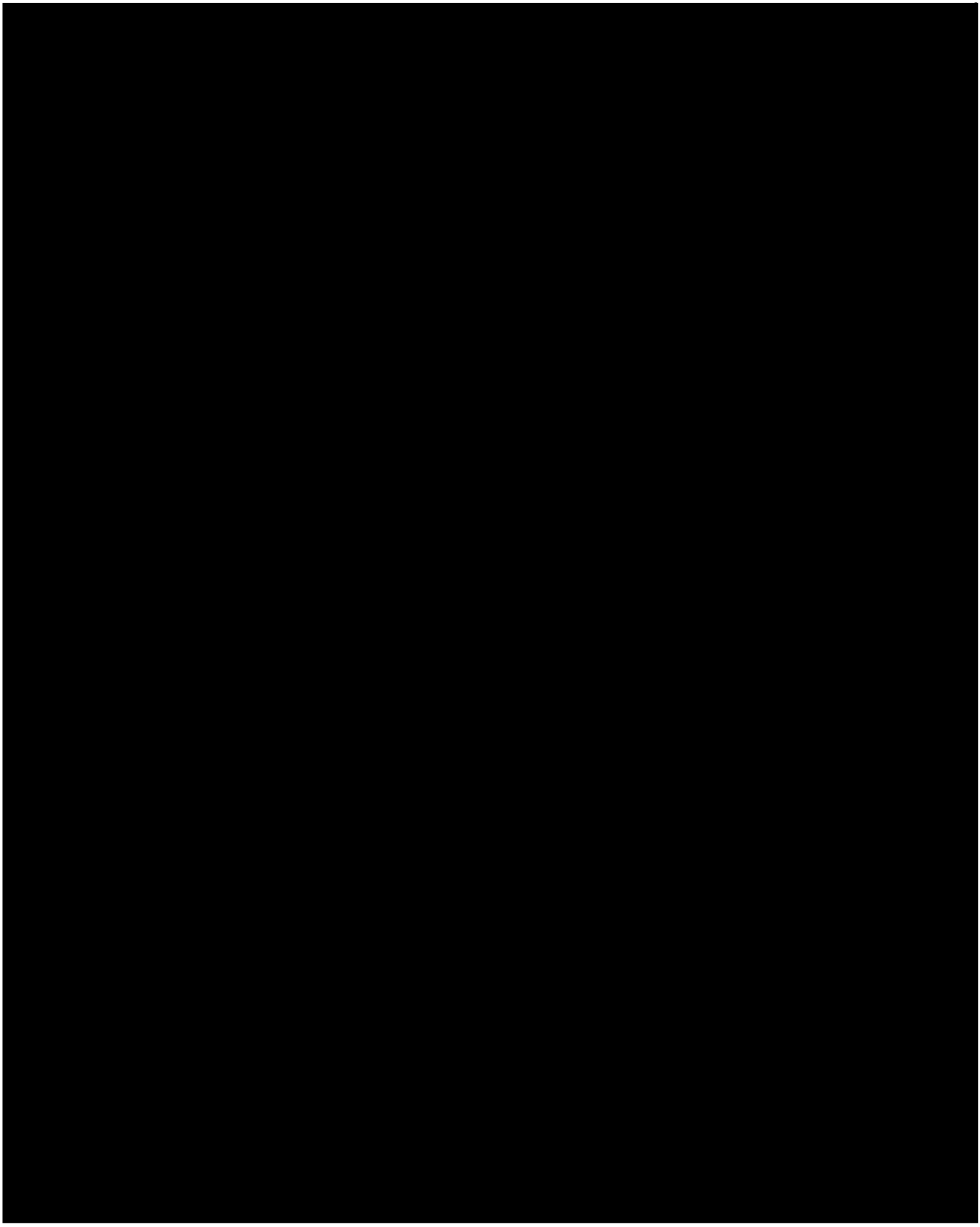
COPY

**HANS A. MAST**

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther*



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

February 20, 2014

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed an Authorization to Alexian Brothers Neurosciences Institute form to obtain medical records on your behalf. Please sign the form and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*

## AUTHORIZATION TO FURNISH MEDICAL/EMPLOYMENT INFORMATION

**I authorize Alexian Brothers Neurosciences Institute -800 Biesterfield Road Elk Grove Village, IL 60007- to furnish medical/employment information to The Law Office of Steven A. Lihosit or its agent COMPEX. Pursuant to the Health Insurance Portability and Accountability Act (H.I.P.A.A.). My understanding of this authorization is as follows:**

**INFORMATION TO BE FURNISHED**
The Law Office of Steven A. Lihosit may request information related to my injury on June 28, 2011, including information related to diagnoses, treatment records, bills and assessments of my current and expected physical condition. Additionally, The Law Office of Steven A. Lihosit may request my medical history as it relates to this injury. This information may include but is not limited to historical medical records, past physical condition, diagnoses, and treatment records and bills. I further understand and consent that the released medical records may contain information on the following: HIV/AIDS related records; Mental Health information; Genetic testing information; and Drug/alcohol diagnosis, treatment or referral information. The Law Office of Steven A. Lihosit may either review or photocopy this information.

**SOURCES OF INFORMATION**
The Law Office of Steven A. Lihosit may contact any physician, surgeon, dentist, hospital, rehabilitation/convalescent/custodial facility, ambulance owner, nurse, or insurance company, and provide them with a copy of this authorization in order to obtain the necessary information.

**USE OF PROVIDED INFORMATION**
The Law Office of Steven A. Lihosit and it representatives will use this information solely for litigation. In some instances, The Law Office of Steven A. Lihosit may also furnish the information to professional organizations whose purpose is to detect and deter insurance fraud. We may furnish it to other insurance companies to whom a claim has or may be submitted. We may disclose copies of the bills to third parties as needed to seek reimbursement or repayment of benefits paid under the policy. I further understand that the information shall be either destroyed or returned to the provider at the end of litigation.

**TIME PERIOD OF THIS AUTHORIZATION**
I understand that this authorization will remain valid until the claim is legally concluded. I also understand that I can revoke this authorization at any time by notifying The Law Office of Steven A. Lihosit in writing.

**COPIES OF THIS AUTHORIZATION**
I can request a copy of this signed authorization at any time from The Law Office of Steven A. Lihosit.

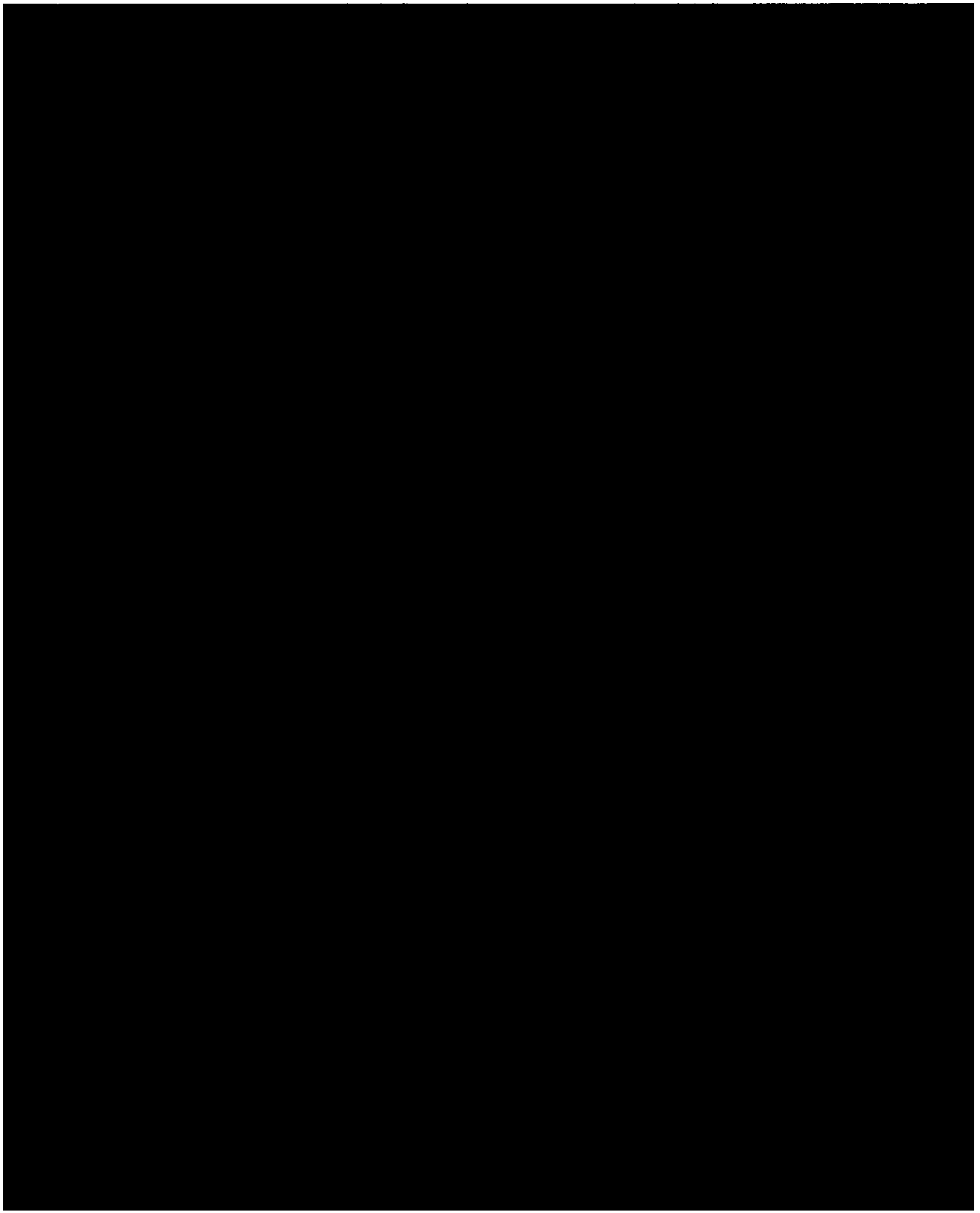
**THIS IS NOT A RELEASE OF MY CLAIM. I understand that it is my decision whether or not to sign this form. I understand that the evaluation of my claim is based on the information available to The Law Office of Steven A. Lihosit. I understand that signing this form does not mean I have settled my claim.**

**I understand that if the person or entity that receives the information is not a health care provider or health plan covered by the federal privacy regulations the information described above may be re-disclosed and no longer protected by these regulations.**

**Paul Dulberg**
**4606 Hayden Ct., McHenry IL 60050**
**323-76-4001**
**3/19/70**

Signature _____ Date _____

**PLEASE COMPLETE AND RETURN THIS FORM TO The Law Office of Steven A. Lihosit, 200 N. LaSalle Street, Suite 2550, Chicago, IL 60601-1014**



# Allstate Insurance Company – STAFF COUNSEL

## Staff Counsel Employees Allstate Insurance Company, Encompass Insurance, and Esurance Insurance Company

*All Attorneys are Employees of Allstate Insurance Company*

# FAX

**Date** Thursday, February 20, 2014

**Number of Pages** (Including coversheet) 03

**To** Hans A. Mast

**Fax** 815-344-5280

**From** Robinson, Stephanie

**Phone** 1 (312) 558-9845

**E-Mail** Stephanie.Robinson@allstate.com

**Notes**

Dulberg vs. Gagnon, et al

Notice of Confidentiality: The document accompanying this facsimile transmission contains information which is confidential or otherwise protected from disclosure. The information is intended only for the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the return of the original document.

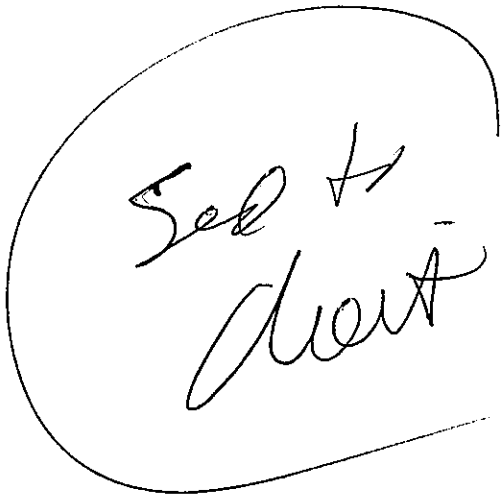
Dear Counsel:

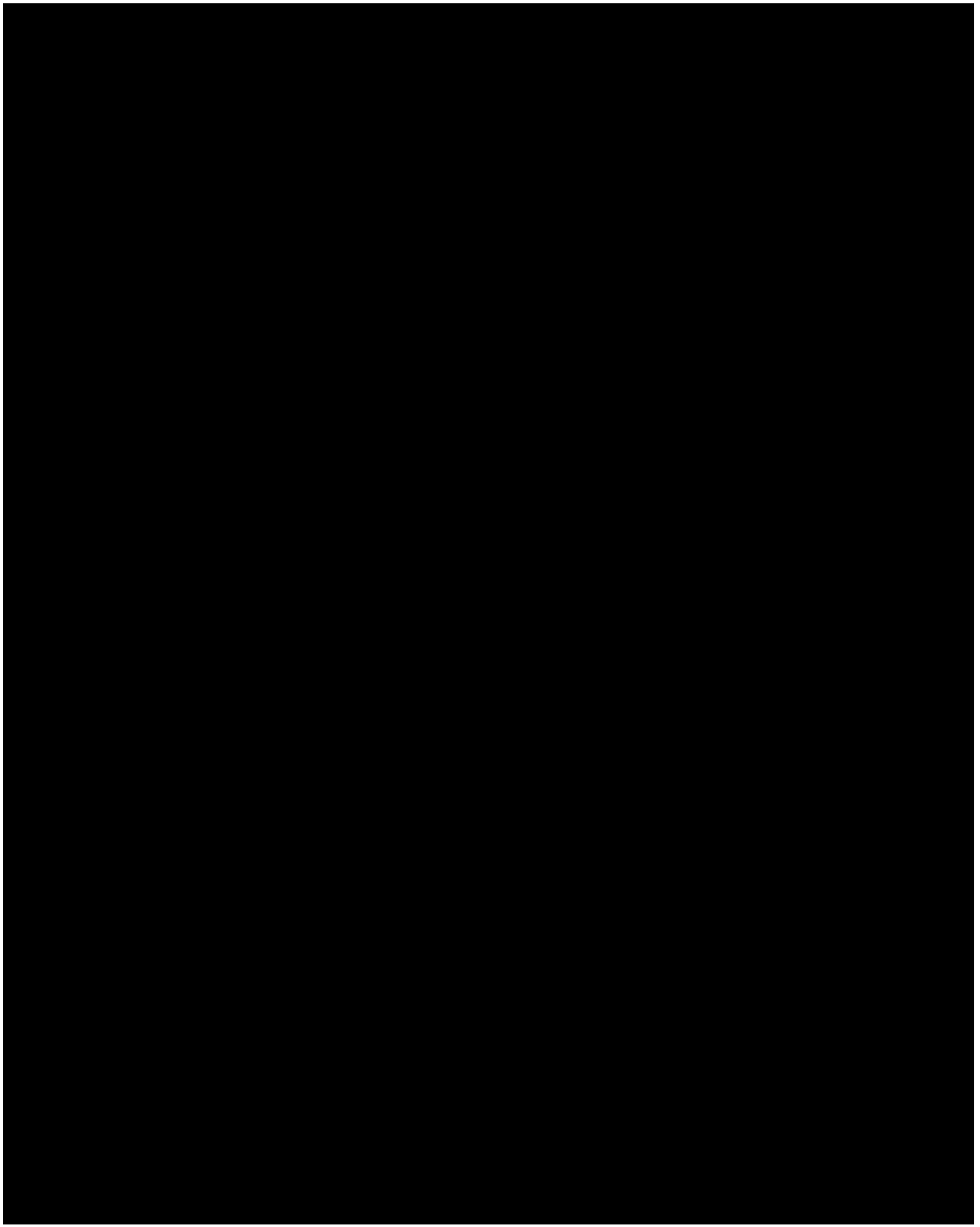
Enclosed please find a HIPAA Privacy Authorization form in reference to the above-captioned lawsuit. Pursuant to Illinois Supreme Court Rule 201 (b), kindly have your client sign the enclosed form and return the same to our office so we may properly subpoena his/her records from Alexian Brothers Neurosciences Institute.

Thank you very much for your prompt attention to this matter.

Sincerely,

Stephanie Robinson
Paralegal for Perry Accardo





The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

December 10, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed a copy of David Gagnon's transcript taken February 4, 2013 for your review.

Very truly yours,

COPY

HANS A. MAST

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

December 2, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed a copy of your deposition transcript taken January 24, 2013 for your review.

Very truly yours,

COPY

HANS A. MAST

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

**XFINITY Connect**

**hansmast@comcast.ne**

+ Font Size -

**Possible witness**

**From :** Paul Dulberg <pdulberg@comcast.net>

Wed, Nov 20, 2013 04:44 PM

**Subject :** Possible witness

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,
Talked with the McGuire neighbor Brian Beebe

Brian Beebe
815-669-0655
1015 oak leaf ave.
McHenry, IL 60051

He remembers the day the tree work was done and said he watched for a while and talked with the people over there because they had asked him to borrow his chainsaw for the same project but doesn't remember the incident itself. He did tell me he has been used as an expert witness for chainsaw incidents because of the kind of work he does.
He did say that his "x" lived with him at the time and is going to ask her if she remembers anything at all and will get back to us. He seems very willing to help.
He has both yours and my number.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

Dahlberg

Johnny Choyinski (815) 385-8483
4815 Pioneer Rd
McHenry, IL

Dave's best friend. Dave saved me. I had head trauma. Paul is good friend too. Dave only works for money. He had chain saw in his hand. Dave told me - he went in to him. Paul says I didn't go into him. Dave said Paul I stepped into. Paul said I didn't.

XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Character reference**

**From :** Paul Dulberg <pdulberg@comcast.net>

Tue, Nov 05, 2013 03:13 AM

**Subject :** Character reference

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

Just spoke with John Choyinski a lifelong friend of myself and David Gagnon.

First off I should mention that John has suffered a brain injury in his youth and did spend a few months in a coma and rehab but that was over 20 years ago and he's improved dramatically since. If you should talk with him you will notice something's off about him and I thought the heads up would help. One important note and you have to take my word for this till you talk to him and realize it for yourself, it is that John is damn near incapable of lying. Ask him anything and he's so darn honest he gets himself in trouble and doesn't know it. He often says way too much and I'm sure that can't be good except its what makes him so darn believable.

John is willing to talk about certain aspects of what David has said to him in confidence. John is extremely hesitant to go against David in fear of retribution and rejection from his lifelong friend and is on guard in his reactions and words but this can easily be avoided by asking him questions that skirt around the issue rather than directly at it until he already answered it.

John explained to me tonight that Dave is not the same person I knew a decade ago. These days Dave is all about himself and he has become money hungry. John told me I would have known that if I hadn't been off working all those years and been around more often. John went on to say that he knows that David is lying about how it happened because David seems to think he will have to pay more for insurance and he's so cheap he'd rather screw Paul over than paying 1 penny more or have to admit he did something wrong for no money. John went on to say that David was upset at having to do his Moms tree, didn't want to be there because he wasn't getting money for it and that he was trying to go too fast, didn't tell Paul what he was doing and that's how it happened. At this point Johnny showed confusion and said "um well I mean Paul moved his arm.... Ohhh whatever, I don't want to talk about it any more."

Hans, Johnny is David's longest lasting friend. These two were the closest of buddies growing up. Johnny said he would be willing to talk with you not to go against David but because he knows the troubles I have doing normal things that I used to be able to do very well. If you start by asking Johnny about my grip or things I have trouble with like hand shakes or opening jars, writing or typing he will go on and on, he needs to be guided a bit in the right direction and soon you will have what you should need about his conversations with David.
But be forewarned, Johnny can go off on tangents and most of what you hear won't have anything to do with what he is there for and I'm more than positive he will say things that will ruin his own credibility.

When I asked johnny if it was ok for you to speak with him he said yes but to give you his home number and not his cell because he doesn't answer calls if he doesn't know the number. He also went on to say his parents told him to stay out of the issue between Dave and I because of David. They fear David may do something drastic if he feels Johnny went against him.

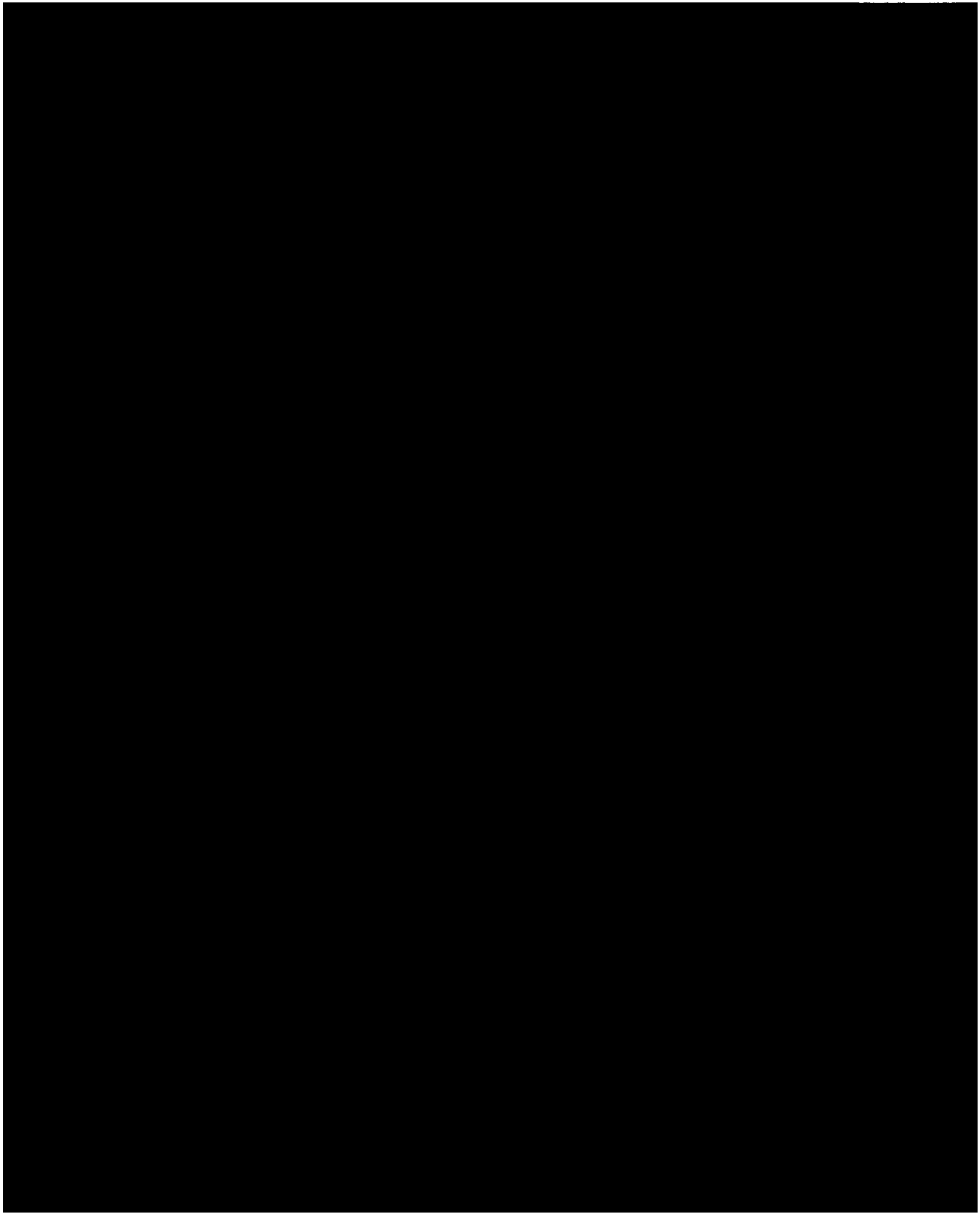
Best time to call him at home is either early morning before 9 am or at 6 pm but he is in and out all day.

John Choyinski Jr.
Home. (815) 385-8483

Hans, John has issues and may not make the best witness in my opinion but he is Dave's lifelong friend and if handled correctly can't lie or should I say can't keep one up for very long.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad



XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Re: Dave's Best and oldest friend John**

**From :** Paul Dulberg <pdulberg@comcast.net> Tue, Nov 19, 2013 02:29 AM

**Subject :** Re: Dave's Best and oldest friend John

**To :** Hans Mast <hansmast@comcast.net>

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?

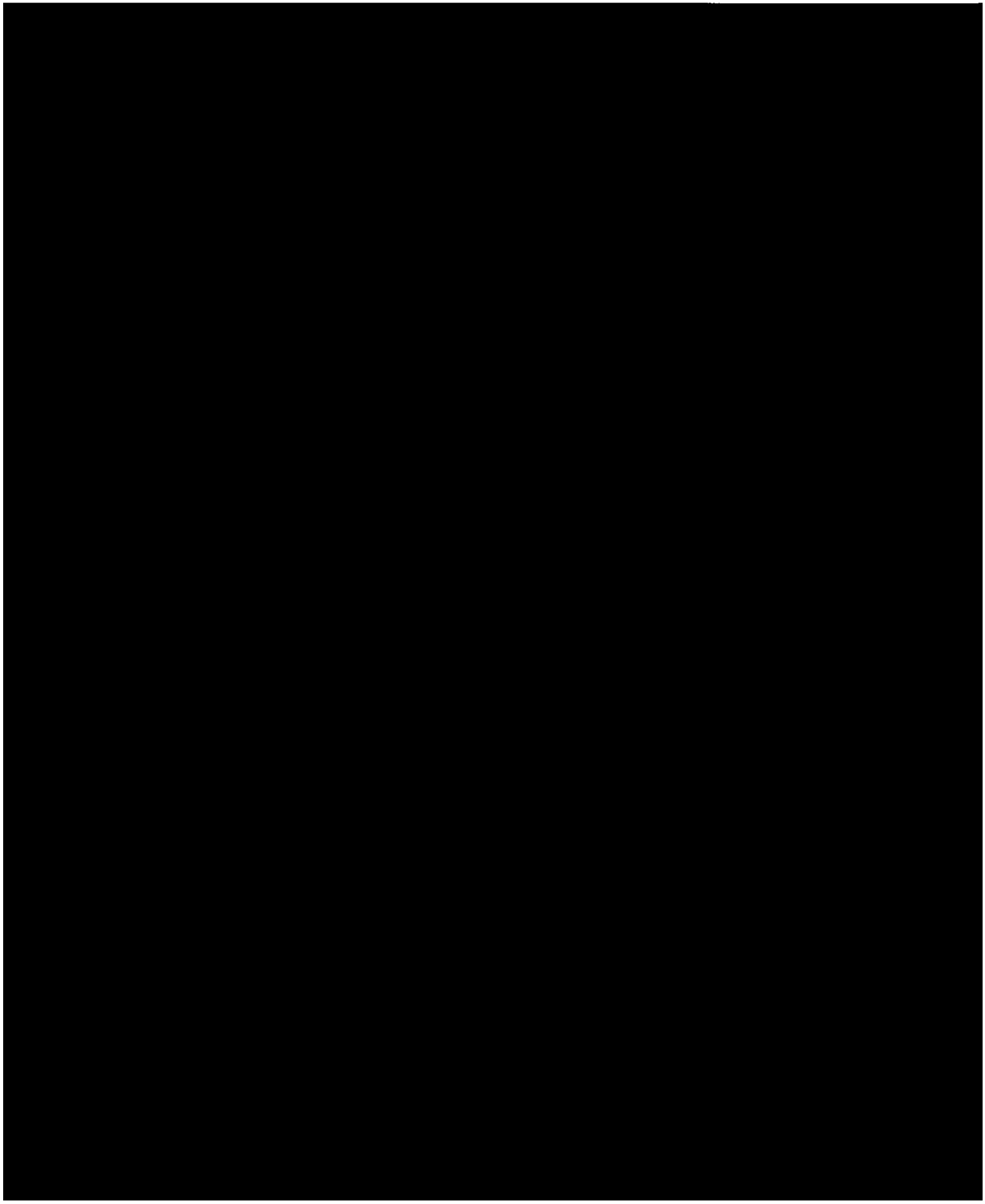
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 18, 2013, at 8:07 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> 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
>
> Sent from my iPhone
>
>> On Nov 18, 2013, at 7:40 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>
>> Only 5, That's not much at all.
>> Is this a take it or leave it or do we have any other options?
>>
>> If you want a negligence case for the homeowners ask what happened immediately after the accident.
>>
>> Neither of them offered me any medical assistance nor did either of them call 911 and all Carol could think of besides calling David an idiot was calling her homeowners insurance.
>>
>> They all left me out in the yard screaming for help while they were busy making sure they were covered.
>>
>> She even went as far as to finally call the Emergency Room after I was already there just to tell me she was covered.
>>
>> How selfish are people when they worry about if their insured over helping the person who was hurt and bleeding badly in their yard.
>>
>> I'm glad she got her answer and had to share it with me only to find out her coverage won't even pay the medical bills.
>>
>> I'm not happy with the offer.
>>
>> As far as John Choyinski, he knows he has to call you and said he will tomorrow.
>>
>> Paul
>>
>> Paul Dulberg
>> 847-497-4250
>> Sent from my iPad
>>
>>> On Nov 18, 2013, at 1:28 PM, Hans Mast <hansmast@comcast.net> wrote:
>>>
>>> Im waiting to hear from John. I tried calling him last week, but no one answered.
>>>
>>> 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. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery....
>>>
>>> Let me know what you think..
>>>
>>> Hans
>>> ----- Original Message -----
>>> From: Paul Dulberg <pdulberg@comcast.net>
>>> To: Hans Mast <hansmast@comcast.net>
>>> Sent: Fri, 15 Nov 2013 22:41:26 -0000 (UTC)
>>> Subject: Dave's Best and oldest friend John
>>> Hans,
>>> Just spoke with John Choyinski again about talking with you.
>>> I am leaving your number with him as he has agreed to talk with you about David Gagnon.
>>> I believe he will try and call sometime tomorrow.
>>> Paul
>>> Oh and I know that nothing that happened right after the incident makes any difference as to the validity of the injuries but David's conduct immediately after the incident does show his lack of moral values for other humans and what he was willing and was not willing to do to help me get medical help. For his actions towards me or any other human being is enough to sue the shit out him alone. It is the things that happened afterwards that upset me the most.
>>> Sorry for the rant but Dave was a complete ass all the way and deserves this.
>>> Paul Dulberg
>>> 847-497-4250
>>> Sent from my iPad

---



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
James P. Tutaj
Robert J. Lumber
Theresa M. Freeman

FAXED

November 7, 2013

**VIA FACSIMILE: 877/715-9317**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed a note from Paul's treating neurosurgeon Dr. Kathy Kujawa concerning Paul's diagnosis of post-traumatic dystonia of the right hand and treatment with botox. We intend to call Dr. Kujawa to testify at the time of trial to her diagnosis, treatment and the necessity for ongoing medical care.

I am not sure of your client's position with regard to settlement at this point. I realize that liability is being disputed. However, if your client is interested I am happy to sit down with my client to figure out a reasonable demand.

In my view, liability falls directly on your client. While Mr. Gagnon tried to argue Paul was contributorily at fault for moving his arm in to the path of the chainsaw during his deposition, Mr. Gagnon's recorded statement - which he admitted in his deposition was properly transcribed - said nothing about Paul repositioning his arm at the time, but instead Gagnon stated that Paul was injured when Gagnon "hit the crotch [of the branch and] it flexed." This statement places liability squarely on Mr. Gagnon, since Gagnon struck Paul's arm while he was holding the branch when it "flexed". Mr. Gagnon stated several times during the recorded phone statement that he was being "complete and truthful" in the statement. I do not think a jury will accept Mr. Gagnon attempting to modify his account at the time of trial to avoid liability.



Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

As to damages, there is some difference of opinion as to why Paul is continuing to have pain in the right arm. As Dr. Kujawa's note states, she believes it is due to the "trauma" suffered in the chainsaw accident. I believe Dr. Sagerman has stated the same thing in his deposition. The only question is whether the cubital tunnel injury is causally related.

Again, if you are interested in some initial pre-trial settlement discussion, I am happy to meet with my client and provide a demand. With over $50,000 in medical expense, a surgery and ongoing pain and limitation, its easy to see how this case may turn out if Mr. Gagnon is determined liable at trial. Still, if your client prefers having the jury evaluate the respective conduct of each party, further settlement discussions clearly would not be fruitful.

Please advise.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

* * Transmit Confirmation Report * *

P1 Nov 7 2013 01:16pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
|---|---|---|---|---|---|---|---|
| 18777159317 | FAX | Fine | 11/07 01:09pm | 07'10" | 3 | * O K | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*


November 7, 2013

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*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Character reference**

**From :** Paul Dulberg <pdulberg@comcast.net>

Tue, Nov 05, 2013 03:13 AM

**Subject :** Character reference

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

Just spoke with John Choyinski a lifelong friend of myself and David Gagnon.

First off I should mention that John has suffered a brain injury in his youth and did spend a few months in a coma and rehab but that was over 20 years ago and he's improved dramatically since. If you should talk with him you will notice something's off about him and I thought the heads up would help. One important note and you have to take my word for this till you talk to him and realize it for yourself, it is that John is damn near incapable of lying. Ask him anything and he's so darn honest he gets himself in trouble and doesn't know it. He often says way too much and I'm sure that can't be good except its what makes him so darn believable.

John is willing to talk about certain aspects of what David has said to him in confidence. John is extremely hesitant to go against David in fear of retribution and rejection from his lifelong friend and is on guard in his reactions and words but this can easily be avoided by asking him questions that skirt around the issue rather than directly at it until he already answered it.

John explained to me tonight that Dave is not the same person I knew a decade ago. These days Dave is all about himself and he has become money hungry. John told me I would have known that if I hadn't been off working all those years and been around more often. John went on to say that he knows that David is lying about how it happened because David seems to think he will have to pay more for insurance and he's so cheap he'd rather screw Paul over than paying 1 penny more or have to admit he did something wrong for no money. John went on to say that David was upset at having to do his Moms tree, didn't want to be there because he wasn't getting money for it and that he was trying to go too fast, didn't tell Paul what he was doing and that's how it happened. At this point Johnny showed confusion and said "um well I mean Paul moved his arm.... Ohhh whatever, I don't want to talk about it any more."

Hans, Johnny is David's longest lasting friend. These two were the closest of buddies growing up. Johnny said he would be willing to talk with you not to go against David but because he knows the troubles I have doing normal things that I used to be able to do very well. If you start by asking Johnny about my grip or things I have trouble with like hand shakes or opening jars, writing or typing he will go on and on, he needs to be guided a bit in the right direction and soon you will have what you should need about his conversations with David.
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Best time to call him at home is either early morning before 9 am or at 6 pm but he is in and out all day.

John Choyinski Jr.
Home. (815) 385-8483

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Paul

Paul Dulberg
847-497-4250
Sent from my iPad

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3416 W. Elm Street
McHenry, Illinois 60050
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Facsimile: 815.344.5280
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

November 5, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed the deposition notes from Dr. Sagerman's deposition taken October 15, 2013 regarding your care and treatment for your review.

Be advised that Dr. Ford's deposition is currently scheduled for November 20, 2013.

Very truly yours,

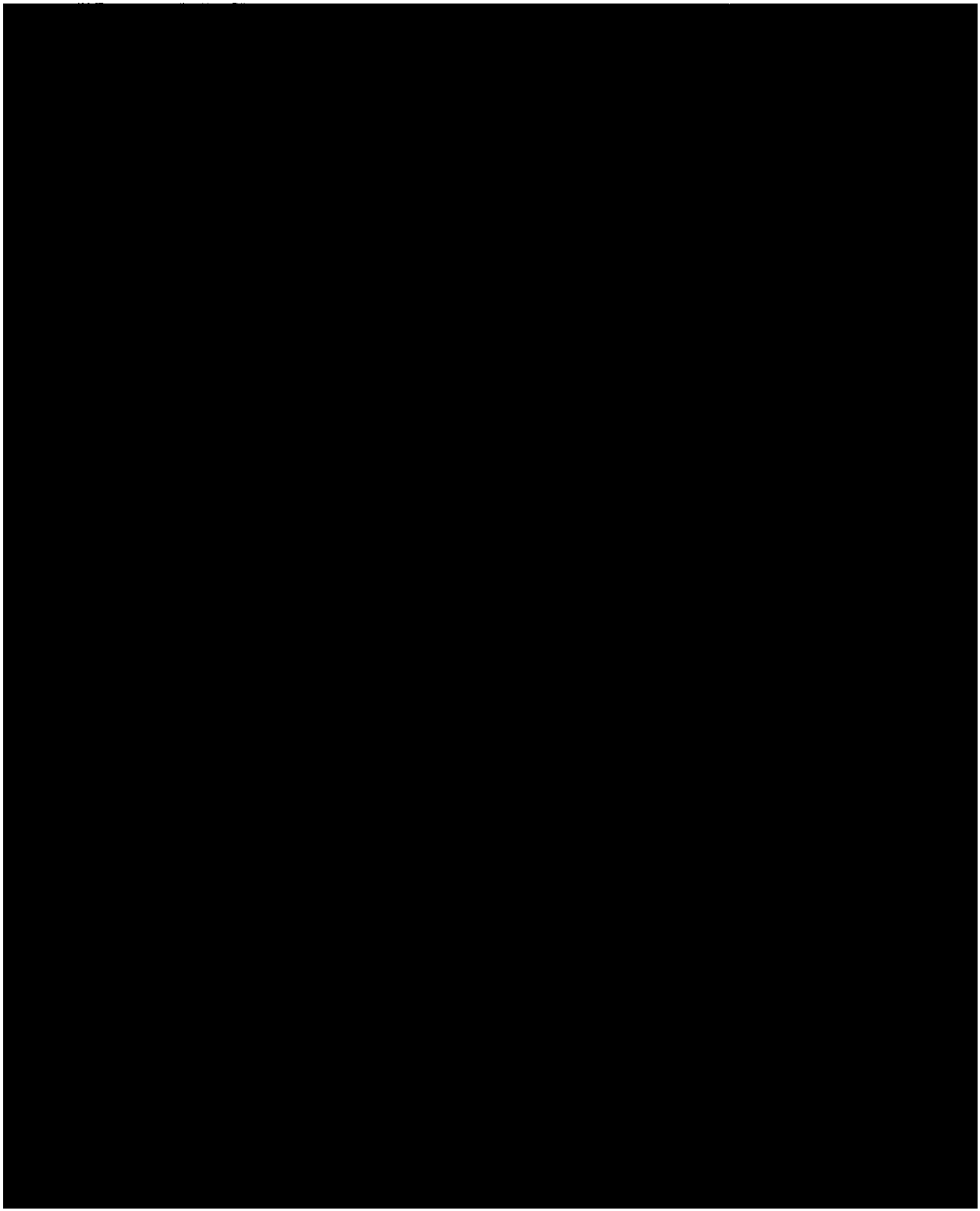
COPY

HANS A. MAST

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*



The Law Offices of Thomas J. Popovich P.C.

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Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
James P. Tutaj
Robert J. Lumber
Theresa M. Freeman

FAXED

October 22, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

I recently discussed this claim with my client. We are prepared to let your clients out of the case for $7,500 at this point. Please advise how you wish to proceed.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

** Transmit Conf.Report **

P.1 Oct 22 2013 12:24pm
LAW OFFICE T POPOVICH Fax 1-815-344-5280

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Theresa M. Freeman


October 22, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

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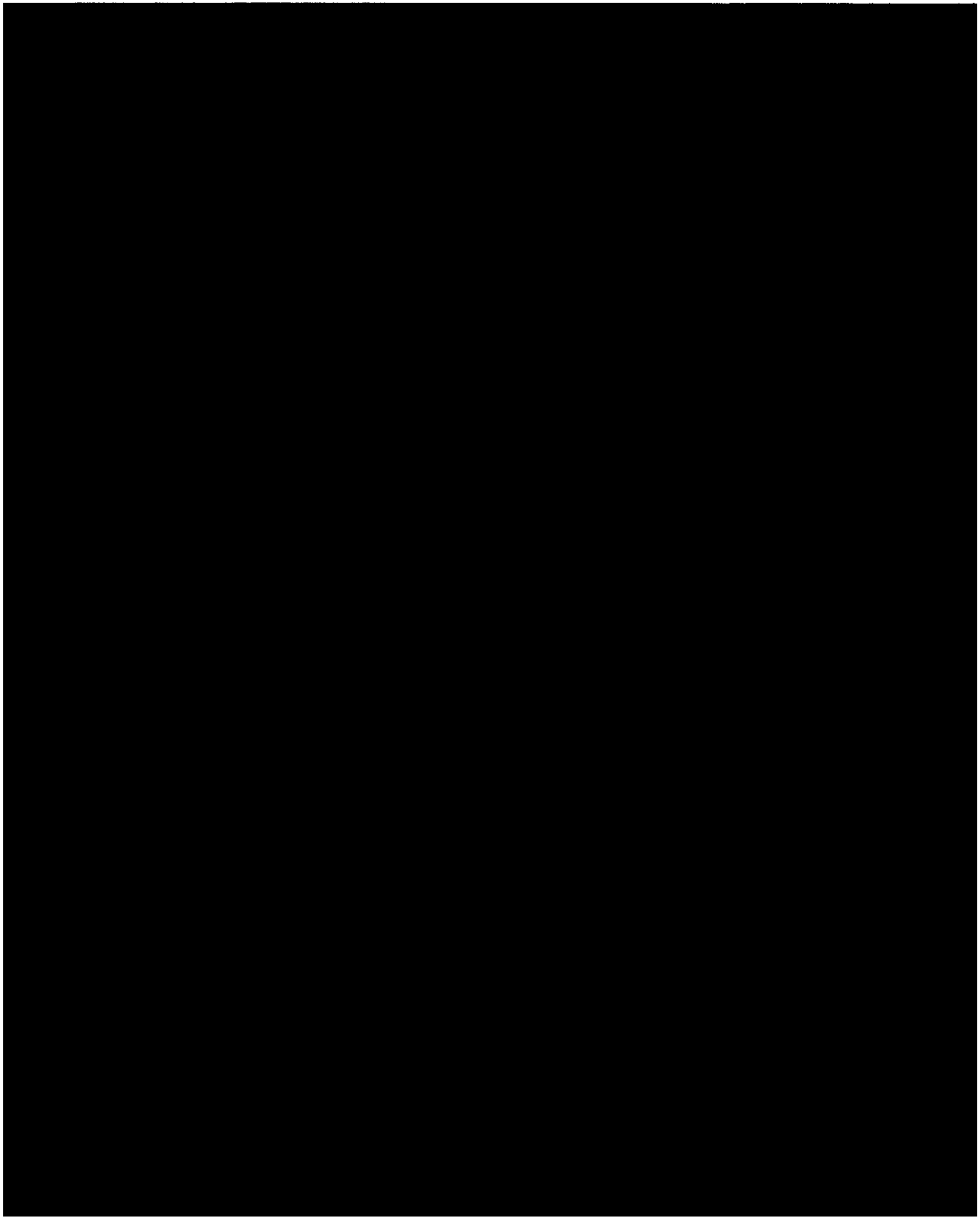
Thank you for your cooperation.

Very truly yours,

HANS A. MAST

smq


Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085



XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Re: Medical depositions**

**From :** Hans Mast <hansmast@comcast.net>

Wed, Oct 30, 2013 02:34 PM

**Subject :** Re: Medical depositions

**To :** Paul Dulberg <pdulberg@comcast.net>

**Cc :** Hans Mast <hansmast@comcast.net>

Paul, here are my thoughts regarding your case. There are two issues. The first liability, or whether Mr. Gagnon is liable for your injury. If he is not proven liable, then it does not matter how badly you were hurt since he will not be found responsible for your damages. The second issue is your damages, or to what extent you were injured due to Mr. Gagnon’s acts.
Both of these issues are strongly contested in your case.
As to liability, there were no witnesses to the accident. So, whether Mr. Gagnon will be held responsible for your damages is uncertain and a gamble. That is because it is your word against his word. Our argument is that you were simply holding a limb when he caused the chain saw to strike you. His argument is that you moved your arm in the path of the chain saw unexpectedly. If the jury determines that we did not prove your "version" of the accident, then they can find against you and in favor of Mr. Gagnon at trial.
As to damages, the issue is complicated. That is because your treating physicians do not all agree on exactly what injury you suffered or whether your had a fully recovery or not.
Dr. Talerico at MidAmerica Hand and Shoulder, saw you twice. The first time was in December, six months after your injury. He was not supportive of your claim in most respects. He didn’t really feel there was anything wrong with you - as to the forearm. He said that you complained mostly of pain radiating down the forearm from the laceration site with numbness and tingling. On exam he noted no tenderness and it was mostly a normal presentation. Strength was good. He did not see any nerve problem. He prescribed physical therapy due to a muscular sort of symptomology - not nerve related. Apparently you did only 2 sessions of therapy and returned January, 2012. No new complaints at the time. The EMG was normal. He did not believe you were disabled. He continued you on therapy. He saw no evidence of nerve problems. The only symptoms were subjective - not represented by any abnormal exam finding.
Dr. Sagerman has also been deposed. I will summarize his testimony for your soon. His was more favorable, but still limited in what he related to the chain saw accident. Apparently he does not believe you presently have any symptoms relatable to the chain saw injury.
Think about these issues. I will provide you Dr. Sagerman’s summary soon.
Hans

----- Original Message -----From: Paul Dulberg <pdulberg@comcast.net>To: Hans Mast <hansmast@comcast.net>Sent: Fri, 25 Oct 2013 13:18:24 -0000 (UTC)Subject: Medical depositions

Morning Hans,Wanted to touch base this morning because the call from you about something not being medically linked has been on my mind.I'm not sure what was said during that deposition with the drs that prompted the call but I have been thinking about what it could be. Most likely it was the right elbow procedure. During my deposition I remember being asked if the two were linked and I answered yes. Let me explain my answer to you. If the chainsaw had not gone through my arm then the procedure on my elbow wouldn't have happened. That procedure was exploratory to find what was bothering the arm from the chainsaw. Upon opening up the arm they did find some compressions which from my understanding was nothing unusual for a male of my age and very well may or may not have happened during my retreat from the chainsaw when I ended up half way across the yard on the ground. Incidental finding or not it still would not have been found if I hadn't had the chainsaw incident. So as I see it they are linked good or bad and cannot be separated. The exploratory procedure was to find and possibly fix issues relating to the chainsaw incident. They also removed a ton of scar tissue in the forearm on the same day during the same exploratory procedure that was a direct result of the chainsaw.

Hope this helps explain things better.Let me know,Thanks,Paul

Paul Dulberg847-497-4250Sent from my iPad

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: May 20, 2013

---

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Dr. Frank W. Sek
4606 W. Elm Street
McHenry, IL 60050
815-385-0164

| | | |
|---|---|---|
| 07/01/11 | $80.00 | |
| 07/08/11 | 80.00 | |
| 01/14/12 | 80.00 | |
| 02/13/12 | 80.00 | |
| 03/13/13 | 100.00 | |
| 04/24/13 | 90.00 | |
| 08/06/12 | 80.00 | |
| Total | | $590.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048

847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| 01/30/12 | 105.00 | |
| 02/13/12 | 75.00 | |
| 03/13/12 | 1,415.00 | |
| 05/16/12 | 75.00 | |
| 02/04/13 | 115.00 | |
| Total | | $2,940.00 |

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive
Suite 6035
Chicago, IL 60675
708-237-7200 - Acct. 1002454

| | | |
|---|---|---|
| 12/02/11 | $230.00 | |
| 01/06/12 | 160.00 | |
| Total | | $390.00 |

Dynamic Hand Therapy & Rehab
498 S US Highway 12
Suite C
Fox Lake, IL 60020
847-587-3301 - Acct. 0042000185

| | | |
|---|---|---|
| 12/06/11 thru 03/12/13 | $26,005.00 | $26,005.00 |

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065

| | | |
|---|---|---|
| 02/03/12 | $3,390.00 | $3,390.00 |

Hand Surgery Associates, SC
Dr. Sagerman/Dr. Biafora
515 W. Algonquin Road
Arlington Heights, IL 60005
847-956-0099 - Acct. 80330

| | |
|---|---|
| 04/02/12 | $116.00 |
| 05/14/12 | 90.00 |
| 05/17/12 | 116.00 |
| 06/06/12 | 171.00 |
| 07/09/12 | 8,338.00 |
| 10/22/12 | 116.00 |

12/03/12 ..... 282.00
01/14/13 ..... 90.00
Total ..... $9,319.00

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673
847-618-4747 - Acct. 71265382
07/09/12 ..... $6,366.00 ..... $6,366.00

Northwest Suburban Anesthesiologist, Ltd
8163 Solutions Center
Chicago, IL 60677-8001
800-709-2715 - Acct. 71265382
07/09/12 ..... $1,365.00 ..... $1,365.00

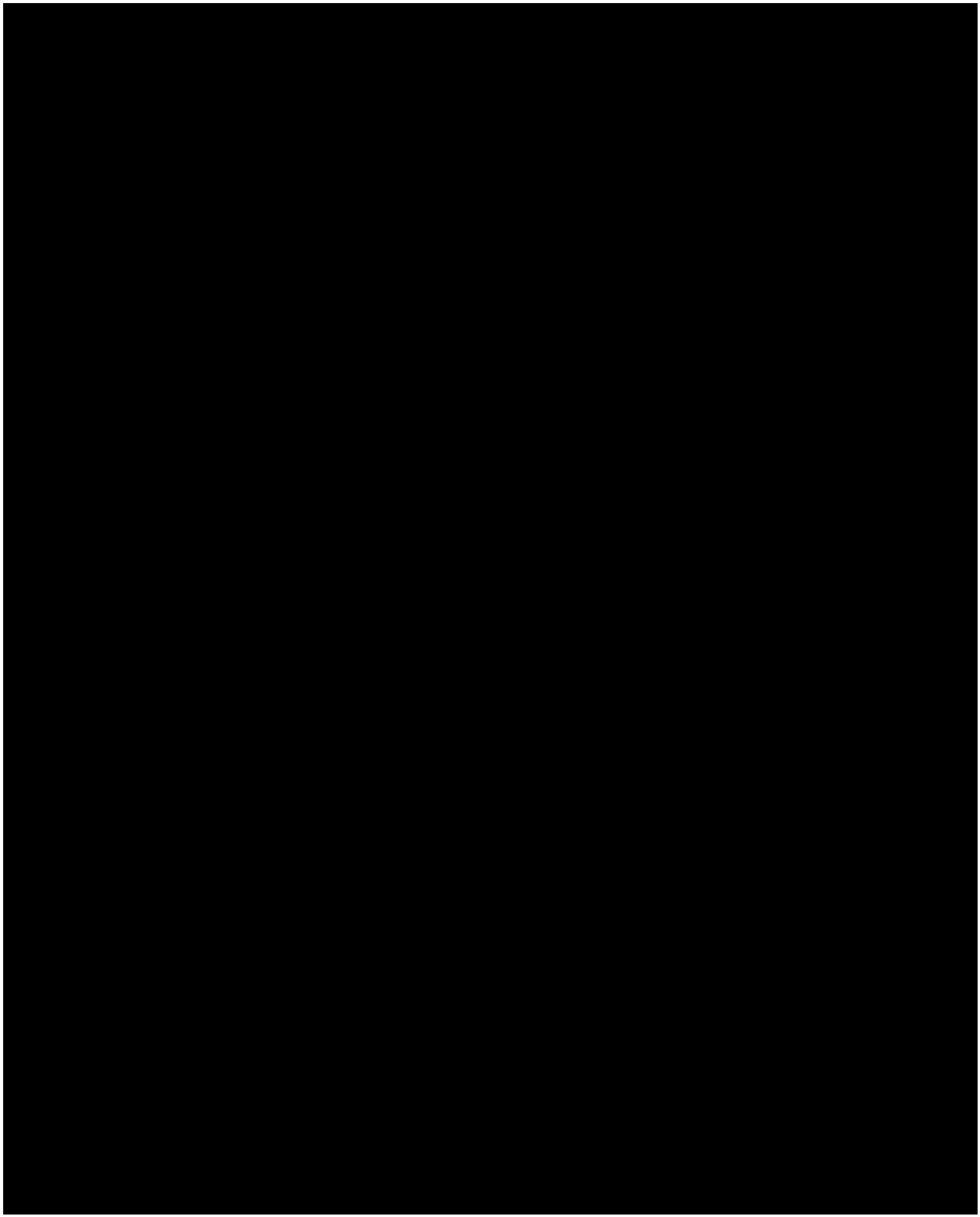
Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

Walmart Pharmacy
3801 Running Brook Farms Blvd.
Johnsburg, IL 60051
05/16/12 ..... $25.79
06/11/12 ..... 126.08
07/09/12 ..... 16.11
07/19/12 ..... 21.15
08/02/12 ..... 126.08
10/02/12 ..... 126.08
11/16/12 ..... 126.78
12/28/12 ..... 126.54
02/09/13 ..... 126.68
Total ..... $821.29

TOTAL EXPENSES: ..... $53,954.72

Misc Expenses
Medical Supplies ..... $19.61
Total Misc. Expenses ..... $19.61

TOTAL ALL EXPENSES ..... $53,974.33



XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Fwd: Medical depositions**

**From :** Paul Dulberg <pdulberg@comcast.net>

Wed, Oct 30, 2013 10:09 PM

**Subject :** Fwd: Medical depositions

**To :** Hans Mast <hansmast@comcast.net>

Hans,
One more thing.
If I were to accept their position that dr Talerico is correct it means I lose anyway even without a trial.
I have a ton of medical bills after I met that man and just the thought that I agree to not getting those paid for means I lose my home and everything I've ever worked for. I'd take my chance with a jury if that's the only options I have. I'd rather flip a coin with the jury than agree to not pay the good folks who helped me.

Please let me know when we can meet.
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

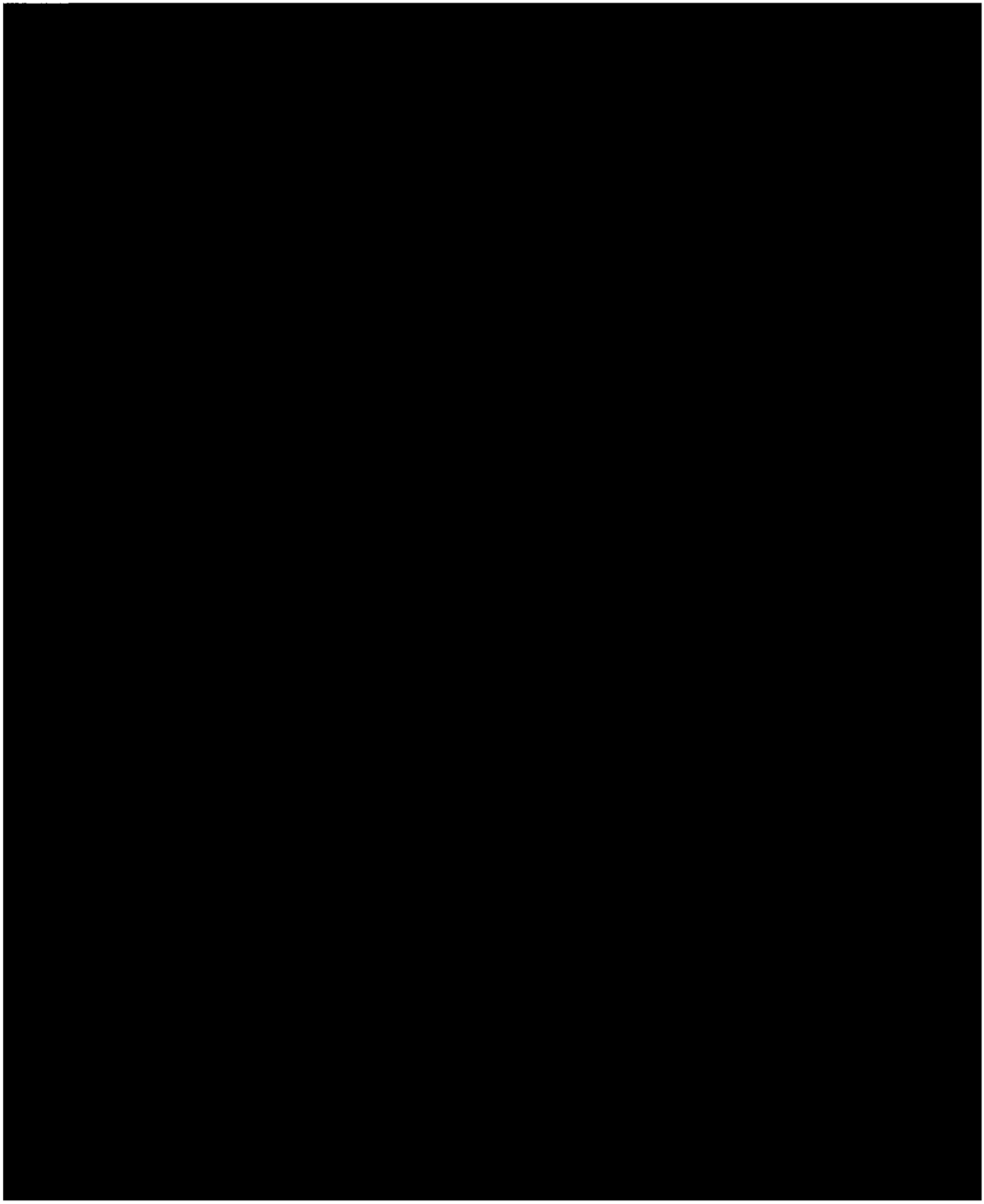
> From: Paul Dulberg <pdulberg@comcast.net>
> Date: October 30, 2013 at 4:49:34 PM CDT
> To: Hans Mast <hansmast@comcast.net>
> Subject: Re: Medical depositions
>
> Ok when is a good time to meet?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
>> On Oct 30, 2013, at 4:44 PM, Hans Mast <hansmast@comcast.net> wrote:
>>
>> Paul. I really think you are missunderstanding the whole process. While the points you bring up our understandable I don't think you understand the reality of a trial and how it's all going to be decided... Let's meet and talk this through
>>
>> Sent from my iPhone
>>
>>> On Oct 30, 2013, at 4:39 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>>
>>> Hans,
>>> In that case we are fine.
>>>
>>> The uncontested fact that both parties agree to is that he (David G) used the chainsaw and it cut me. He (David G) was obviously in too close of proximity of another person to be operating it.
>>> He (David G) did not provide adequate safety while working and he obviously disregarded anyone's safety around him.
>>> That chainsaw did not operate itself.
>>> Basically his (David G) brain fart was that he did not give any care to those around him when he was using that equipment.
>>>
>>> Bottom line.... He failed to exercise the care that a reasonably prudent person would exercise in like circumstances.
>>>
>>> I don't see any jury denying the liability to pay for the dr's care under those circumstances.
>>> What do we need to do to make a jury understand exactly that?
>>>
>>> Let's talk strategy soon and thank you so much for your help.
>>> Paul
>>>
>>> Paul Dulberg

>>> 847-497-4250
>>> Sent from my iPad
>>>
>>>> On Oct 30, 2013, at 4:26 PM, Hans Mast <hansmast@comcast.net> wrote:
>>>>
>>>> Same thing.
>>>>
>>>> Sent from my iPhone
>>>>
>>>>> On Oct 30, 2013, at 4:17 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>>>>
>>>>> Liable or negligent?
>>>>>
>>>>> Paul Dulberg
>>>>> 847-497-4250
>>>>> Sent from my iPad
>>>>>
>>>>>> On Oct 30, 2013, at 4:14 PM, Hans Mast <hansmast@comcast.net> wrote:
>>>>>>
>>>>>> All of the issues your raising are reasonable considerations. But what you have to understand is the jury will not feel as strongly about these issues as you will. There will be more than Dr. Talerico testifying. So they will be listening to all of the testimony including the other treaters as well as the defendants expert. They will also be determining whether Mr. Gagnon is even liable. Depending on how they answer that question they may not have to get to the medical issues.
>>>>>>
>>>>>> Sent from my iPhone
>>>>>>
>>>>>>> On Oct 30, 2013, at 3:58 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>>>>>>
>>>>>>> Hans,
>>>>>>> Something you should consider, is dr Talerico covering his own ass because something was done to make my injury better and he didn't find it or because he told me I was fine and brushed me away because I had no insurance?
>>>>>>> He made the insurance issue way to clear to me in his office and brushed me off.
>>>>>>> That's the main reason I fired him. I felt this man was not going to give me the time, respect, or attention I'm accustomed to and would expect from any dr.
>>>>>>>
>>>>>>> Paul Dulberg
>>>>>>> 847-497-4250
>>>>>>> Sent from my iPad
>>>>>>>
>>>>>>> Begin forwarded message:
>>>>>>>
>>>>>>>> From: Paul Dulberg <pdulberg@comcast.net>
>>>>>>>> Date: October 30, 2013 at 3:37:38 PM CDT
>>>>>>>> To: Hans Mast <hansmast@comcast.net>
>>>>>>>> Subject: Re: Medical depositions
>>>>>>>>
>>>>>>>> Ok Hans,
>>>>>>>> If you want to sit down and talk that's fine, we can do that.
>>>>>>>>
>>>>>>>> If the defense wants to pay some expert, who has never examined me, to testify as to what my injuries are I'm going to laugh all the way to the bank. No one will believe a dr or anyone else if that dr. never actually examined the patient and knows nothing of the real injury.
>>>>>>>> The jury needs to be made aware of that.
>>>>>>>>
>>>>>>>> What exactly is it that dr Talerico is going to testify to?
>>>>>>>> That I had no injury?
>>>>>>>> That I had no scar tissue that needed to be removed from the wound?
>>>>>>>> That I have no major nerve damage?
>>>>>>>>
>>>>>>>> First ? Is obvious I had an injury
>>>>>>>> Second ? Did he cut open and look at the injured muscles like dr Sagerman and can he feel the difference in pain/strength level or feel better like I can since the procedure was done?
>>>>>>>> Third, I don't have major nerve damage. All tests say I don't. It's all just branch nerves that were damaged and the usual numbness, tingling, burning pains associated with branch nerve damage.
>>>>>>>>
>>>>>>>> I don't exactly know what it is he can testify to that's so damaging other that give an opinion on a very short examination.
>>>>>>>>
>>>>>>>> Your making me feel sorry for even mentioning this guys name (dr. Talerico) but I thought honesty was the best policy.
>>>>>>>>

>>>>>>>>>
>>>>>>>> Paul Dulberg
>>>>>>>> 847-497-4250
>>>>>>>> Sent from my iPad
>>>>>>>>
>>>>>>>>> On Oct 30, 2013, at 3:10 PM, Hans Mast <hansmast@comcast.net> wrote:
>>>>>>>>>
>>>>>>>>> I understand what your saying. But my 20 years of experience before a jury causes me to believe otherwise unfortunately. When you have time, Im happy to sit down with you and explain what I mean. Its hard to do this by email. But the reality of the situation is that the Plaintiff /victim looses in a "close" argument on any issue, unfortunately. We have very conservative Juries in McHenry county and they don't lean toward the victim. Also, the defense will likely hire their own expert to say the same thing as Dr. Talerico - so dr. T will sound more credible. That's just how these things are handled.
>>>>>>>>> ----- Original Message -----
>>>>>>>>> From: Paul Dulberg <pdulberg@comcast.net>
>>>>>>>>> To: Hans Mast <hansmast@comcast.net>
>>>>>>>>> Sent: Wed, 30 Oct 2013 19:57:50 -0000 (UTC)
>>>>>>>>> Subject: Re: Medical depositions
>>>>>>>>> Hans,
>>>>>>>>> I don't believe that any reasonable person sitting in a jury is going to give dr talerico's 5 minute evaluation much credit next to dr Sagerman's extensive examinations. I'd bet the farm on Dr. Sagerman over Talerico any day.
>>>>>>>>> Next issue?
>>>>>>>>>
>>>>>>>>> Paul Dulberg
>>>>>>>>> 847-497-4250
>>>>>>>>> Sent from my iPad
>>>>>>>>>
>>>>>>>>> On Oct 30, 2013, at 2:08 PM, Hans Mast <hansmast@comcast.net> wrote:
>>>>>>>>> I understand that Paul. The problem is that you are preaching to the choir. The jury - that will decide this case - doesn't know you or the doctor. If a treating doctor says he doesn't think you were injured badly, they can accept it or believe it. That is the jury's job. And in cases that have complicated medical issues, many times the jury will not be so accommodating and give you the benefit of the doubt. That's why Plaintiff's always have a more difficult time at trial, because they have the burden of proof. And, if the jury doesn't like the evidence they can find against you.
>>>>>>>>> ----- Original Message -----
>>>>>>>>> From: Paul Dulberg <pdulberg@comcast.net>
>>>>>>>>> To: Hans Mast <hansmast@comcast.net>
>>>>>>>>> Sent: Wed, 30 Oct 2013 18:26:57 -0000 (UTC)
>>>>>>>>> Subject: Re: Medical depositions
>>>>>>>>> Lol, ok.
>>>>>>>>> Hans, if your sick and this dr you don't know says your not, do you go see someone else or do you take his word for it and continue to suffer?
>>>>>>>>> Ask dr Talerico that question.
>>>>>>>>> This dr Talerico guy has no intimate knowledge of my injuries other than 2 very short visits that I walked out of feeling like I was waisting my time because there was no real examination.
>>>>>>>>> I don't even agree with paying for his services.
>>>>>>>>> I have been seeing Dr. Levin and Dr. Sagerman for a couple of years now. And I get to choose who is the best dr for me. Not David or his insurance.
>>>>>>>>>
>>>>>>>>> Paul Dulberg
>>>>>>>>> 847-497-4250
>>>>>>>>> Sent from my iPad
>>>>>>>>>
>>>>>>>>> On Oct 30, 2013, at 1:09 PM, Hans Mast <hansmast@comcast.net> wrote:
>>>>>>>>> Yes. That's how it works.
>>>>>>>>>
>>>>>>>>> Sent from my iPhone
>>>>>>>>>
>>>>>>>>> On Oct 30, 2013, at 12:57 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>>>>>>>> Quick ?
>>>>>>>>> Are they pitting Dr. Talerico against My other dr's?
>>>>>>>>> He only saw me twice for approx 5-10 minutes and there is a reason I stopped seeing dr Talerico.
>>>>>>>>>
>>>>>>>>>
>>>>>>>>> Paul Dulberg
>>>>>>>>> 847-497-4250
>>>>>>>>> Sent from my iPad
>>>>>>>>>
>>>>>>>>> On Oct 30, 2013, at 9:34 AM, Hans Mast <hansmast@comcast.net> wrote:
>>>>>>>>> Paul, here are my thoughts regarding your case. There are two issues. The first liability, or whether Mr. Gagnon is liable for your injury. If he is not proven liable, then it does not matter how badly you were hurt since he will not be found responsible for your

damages. The second issue is your damages, or to what extent you were injured due to Mr. Gagnon's acts.
>>>>>>>>>
>>>>>>>>> Both of these issues are strongly contested in your case.
>>>>>>>>>
>>>>>>>>> As to liability, there were no witnesses to the accident. So, whether Mr. Gagnon will be held responsible for your damages is uncertain and a gamble. That is because it is your word against his word. Our argument is that you were simply holding a limb when he caused the chain saw to strike you. His argument is that you moved your arm in the path of the chain saw unexpectedly. If the jury determines that we did not prove your "version" of the accident, then they can find against you and in favor of Mr. Gagnon at trial.
>>>>>>>>>
>>>>>>>>> As to damages, the issue is complicated. That is because your treating physicians do not all agree on exactly what injury you suffered or whether your had a fully recovery or not.
>>>>>>>>>
>>>>>>>>> Dr. Talerico at MidAmerica Hand and Shoulder, saw you twice. The first time was in December, six months after your injury. He was not supportive of your claim in most respects. He didn't really feel there was anything wrong with you - as to the forearm. He said that you complained mostly of pain radiating down the forearm from the laceration site with numbness and tingling. On exam he noted no tenderness and it was mostly a normal presentation. Strength was good. He did not see any nerve problem. He prescribed physical therapy due to a muscular sort of symptomology - not nerve related. Apparently you did only 2 sessions of therapy and returned January, 2012. No new complaints at the time. The EMG was normal. He did not believe you were disabled. He continued you on therapy. He saw no evidence of nerve problems. The only symptoms were subjective - not represented by any abnormal exam finding.
>>>>>>>>>
>>>>>>>>> Dr. Sagerman has also been deposed. I will summarize his testimony for your soon. His was more favorable, but still limited in what he related to the chain saw accident. Apparently he does not believe you presently have any symptoms relatable to the chain saw injury.
>>>>>>>>>
>>>>>>>>> Think about these issues. I will provide you Dr. Sagerman's summary soon.
>>>>>>>>>
>>>>>>>>> Hans
>>>>>>>>>
>>>>>>>>> ----- Original Message -----
>>>>>>>>> From: Paul Dulberg <pdulberg@comcast.net>
>>>>>>>>> To: Hans Mast <hansmast@comcast.net>
>>>>>>>>> Sent: Fri, 25 Oct 2013 13:18:24 -0000 (UTC)
>>>>>>>>> Subject: Medical depositions
>>>>>>>>> Morning Hans,
>>>>>>>>> Wanted to touch base this morning because the call from you about something not being medically linked has been on my mind.
>>>>>>>>> I'm not sure what was said during that deposition with the drs that prompted the call but I have been thinking about what it could be. Most likely it was the right elbow procedure.
>>>>>>>>> During my deposition I remember being asked if the two were linked and I answered yes. Let me explain my answer to you.
>>>>>>>>> If the chainsaw had not gone through my arm then the procedure on my elbow wouldn't have happened. That procedure was exploratory to find what was bothering the arm from the chainsaw. Upon opening up the arm they did find some compressions which from my understanding was nothing unusual for a male of my age and very well may or may not have happened during my retreat from the chainsaw when I ended up half way across the yard on the ground. Incidental finding or not it still would not have been found if I hadn't had the chainsaw incident. So as I see it they are linked good or bad and cannot be separated. The exploratory procedure was to find and possibly fix issues relating to the chainsaw incident. They also removed a ton of scar tissue in the forearm on the same day during the same exploratory procedure that was a direct result of the chainsaw.
>>>>>>>>> Hope this helps explain things better.
>>>>>>>>> Let me know,
>>>>>>>>> Thanks,
>>>>>>>>> Paul
>>>>>>>>>
>>>>>>>>> Paul Dulberg
>>>>>>>>> 847-497-4250
>>>>>>>>> Sent from my iPad

---



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

September 25, 2013

FAXED

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Counselors:

I have tried to contact Mr. Michael Thomas, but apparently he does not want to get involved in the suit. If we have named him as a witness I am happy to withdraw him as a witness. However, if you wish to contact him yourself, you may subpoena him at his home at 406 Waldeck Drive, Twin Lakes, WI 53181.

Very truly yours,

**HANS A. MAST**

smq

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

** Transmit Conf.Report **

P.1
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Sep 25 2013 10:20am

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 18152267701 | Normal | 25:10:19am | 0'27" | 1 | * O K | Brdcast |
| 13125589357 | Normal | 25:10:20am | 0'15" | 1 | # O K | Brdcast |


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McHenry, Illinois 60050
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
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*Robert J. Lumber*
*Theresa M. Freeman*


September 25, 2013

**VIA FACSIMILE: 815/226-7701**

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**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

RE: ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Counselors:

I have tried to contact Mr. Michael Thomas, but apparently he does not want to get involved in the suit. If we have named him as a witness I am happy to withdraw him as a witness. However, if you wish to contact him yourself, you may subpoena him at his home at 406 Waldeck Drive, Twin Lakes, WI 53181.

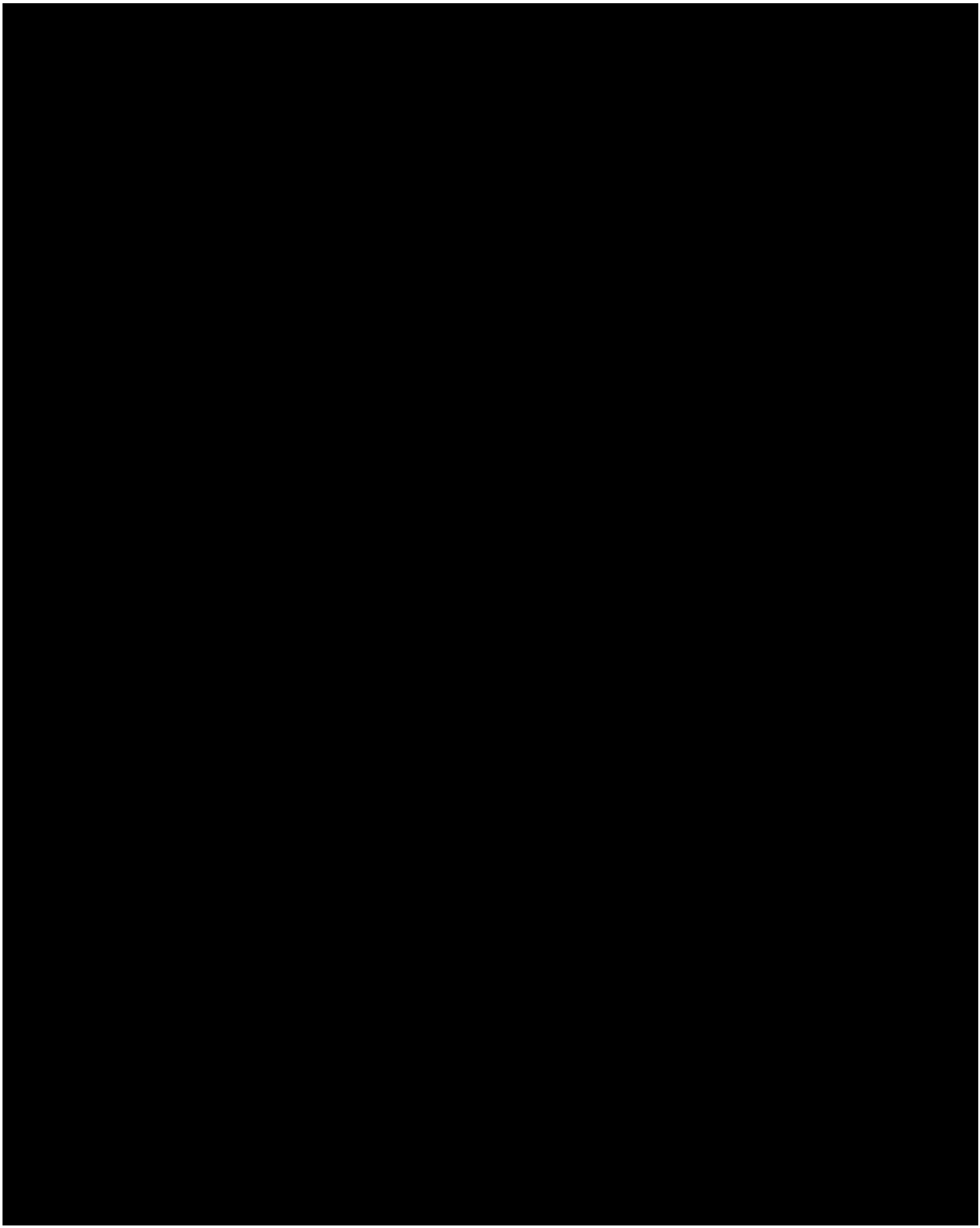
Very truly yours,

HANS A. MAST

smq




*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*



XFINITY Connect hansmast@comcast.ne

+ Font Size -

**Fwd: Deposition**

**From :** Paul Dulberg <pdulberg@comcast.net> Fri, Sep 20, 2013 04:21 PM

**Subject :** Fwd: Deposition

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,
Just spoke with Mike Thomas and he doesn't want to call you because he is afraid of getting caught by the IRS for paying me in cash.
Tried to tell him how he paid me doesn't matter but he's afraid and doesn't want to get involved.
Here is all the contact info I have on him.

Mike Thomas
Winning Promotions, LLC

Phone:
(262) 758-8966

Email:
mike@winpromos.com

Website:
http://www.winpromos.com/

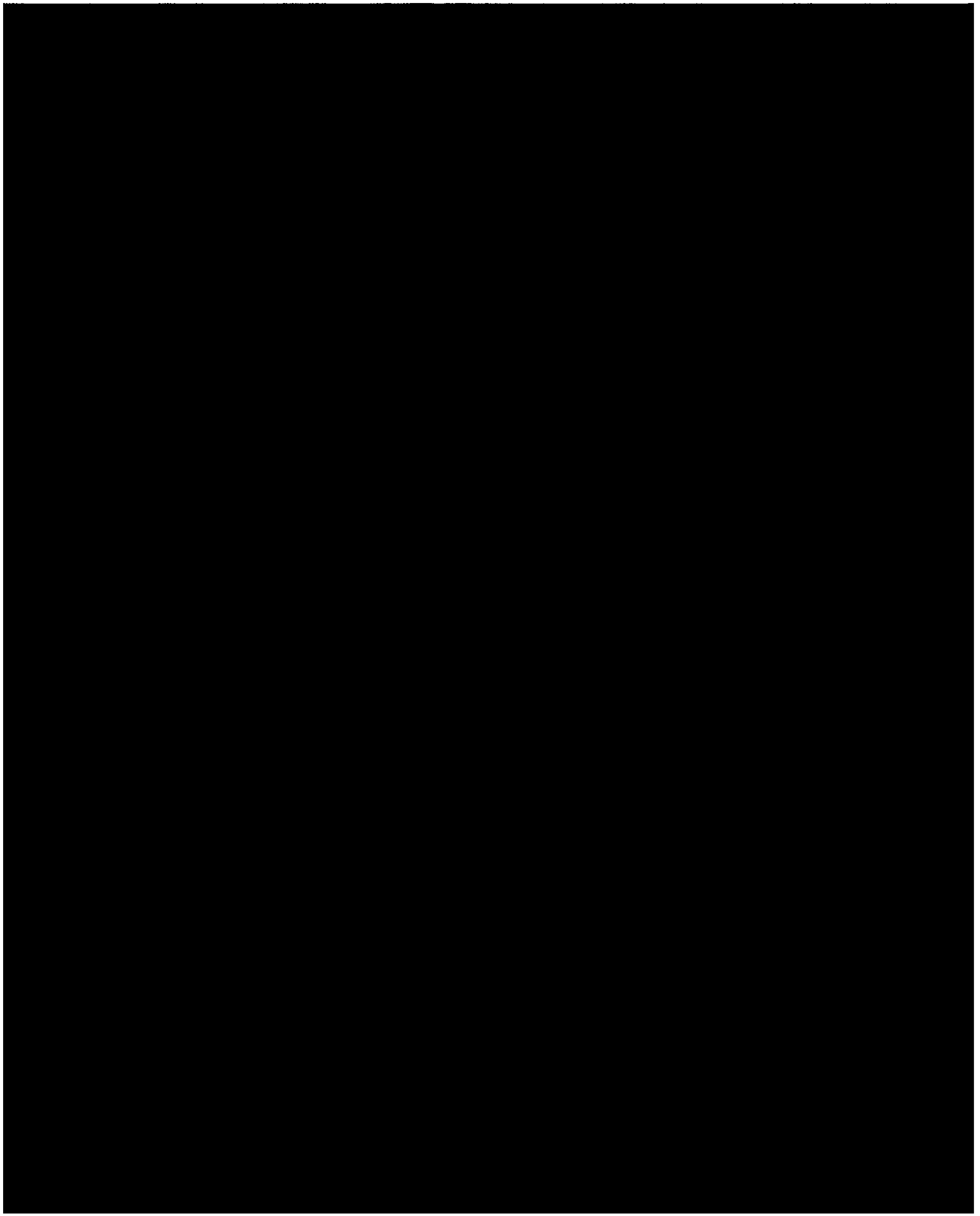
Work address:
5512 May Ave
Richmond IL 60071
United States

Home address:
460 Waldeck Drive
Twin Lakes WI 53181
United States

Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

> From: Paul Dulberg <pdulberg@comcast.net>
> Date: September 20, 2013, 10:41:27 AM CDT
> To: Hans Mast <hansmast@comcast.net>
> Subject: Re: Deposition
>
> Hi Hans,
> I sent Mike Thomas your contact info.
> Please let me know if he calls.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Sep 20, 2013, at 10:12 AM, Hans Mast <hansmast@comcast.net> wrote:
>
>> Paul...we need to set his deposition. Can you have him call me.. thanks
>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Thu, 19 Sep 2013 16:04:55 -0000 (UTC)



CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

September 4, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

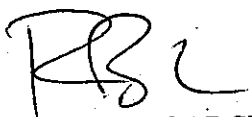
Back in early July we discussed my desire to depose Mike Thomas. You advised that you would reach out to your client for contact information on Mr. Thomas. Shortly thereafter (July 15, 2013), you issued a letter advising that you would make arrangements for Mr. Thomas' deposition. Your letter requested that I propose some open dates for his deposition.

On July 25, 2013, I sent a letter to you offering up seven dates for Mr. Thomas' deposition. Apparently none of the dates worked, as I did not hear back from you or your office.

Following the hearing on August 14, 2013, I asked your colleague (Theresa Freeman) to follow-up with you about Mr. Thomas' deposition. I am not sure if the message got to you but I did not hear from you or your office.

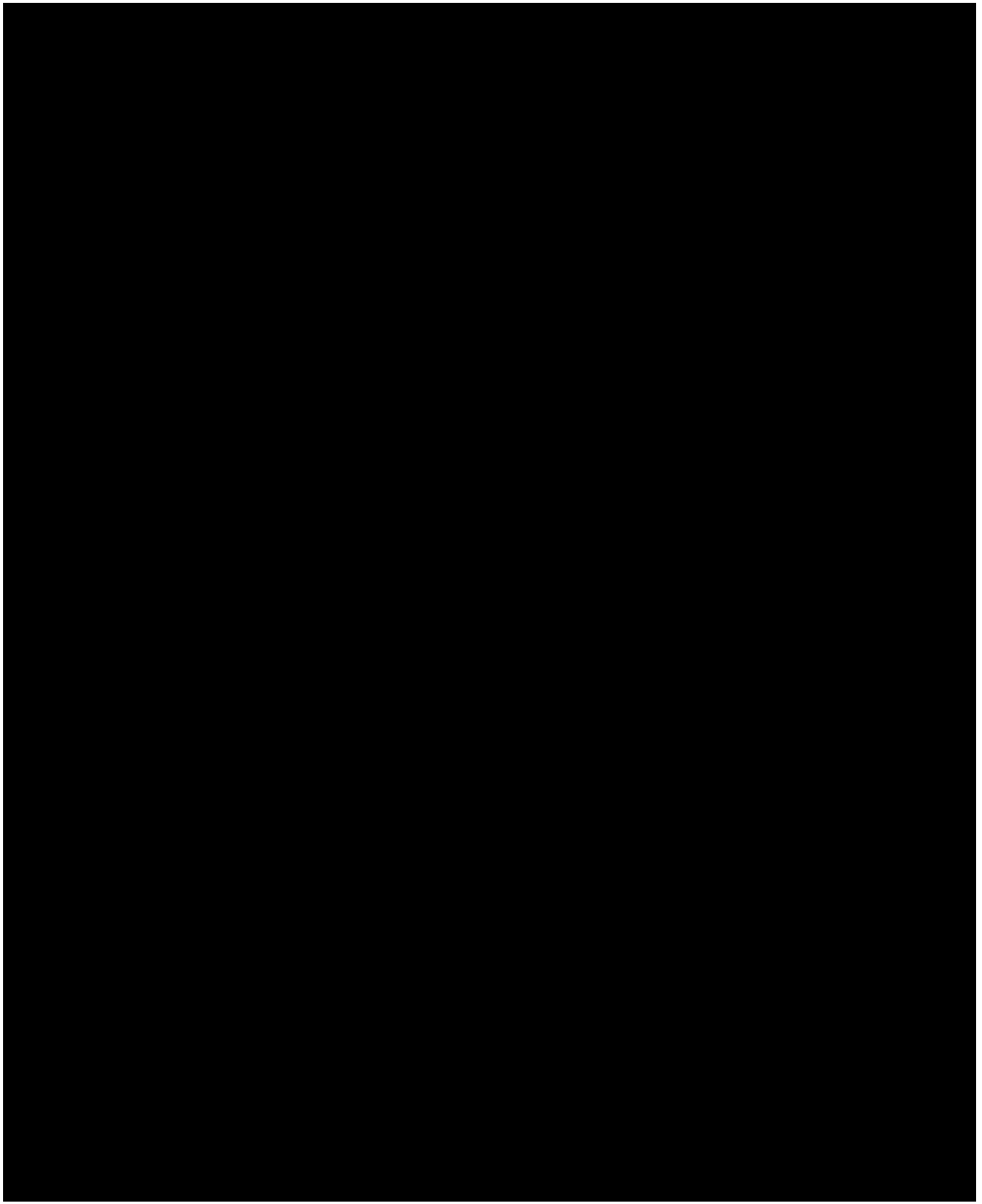
In any event, I remain interested in deposing Mr. Thomas. Please check with him and offer two or three deposition dates in September or October so we can get his deposition done. I look forward to hearing from you. Thank you.

Very truly yours,



RONALD A. BARCH

RB:mj\33ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Perry Accardo



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

September 6, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please be advised that the defense has scheduled the depositions of your treaters as follows:

Dr. Levin on October 1, 2013;
Dr. Sagerman on October 15, 2013; and
Dr. Talerico on October 16, 2013.

If you have any questions, please feel free to call.

Very truly yours,

COPY

**HANS A. MAST**

smq

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

August 14, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please be advised that the defense is in the process of scheduling the depositions of Drs. Sagerman, Levin, Talerico and Ford.

That will probably take some time to complete. In the meantime, please advise if you have any other questions regarding the status of your case.

Very truly yours,

COPY

**HANS A. MAST**

smq

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Medical deps**

**From :** Paul Dulberg <pdulberg@comcast.net>

Fri, Aug 16, 2013 08:56 PM

**Subject :** Medical deps

**To :** Hans Mast <hansmast@comcast.net>

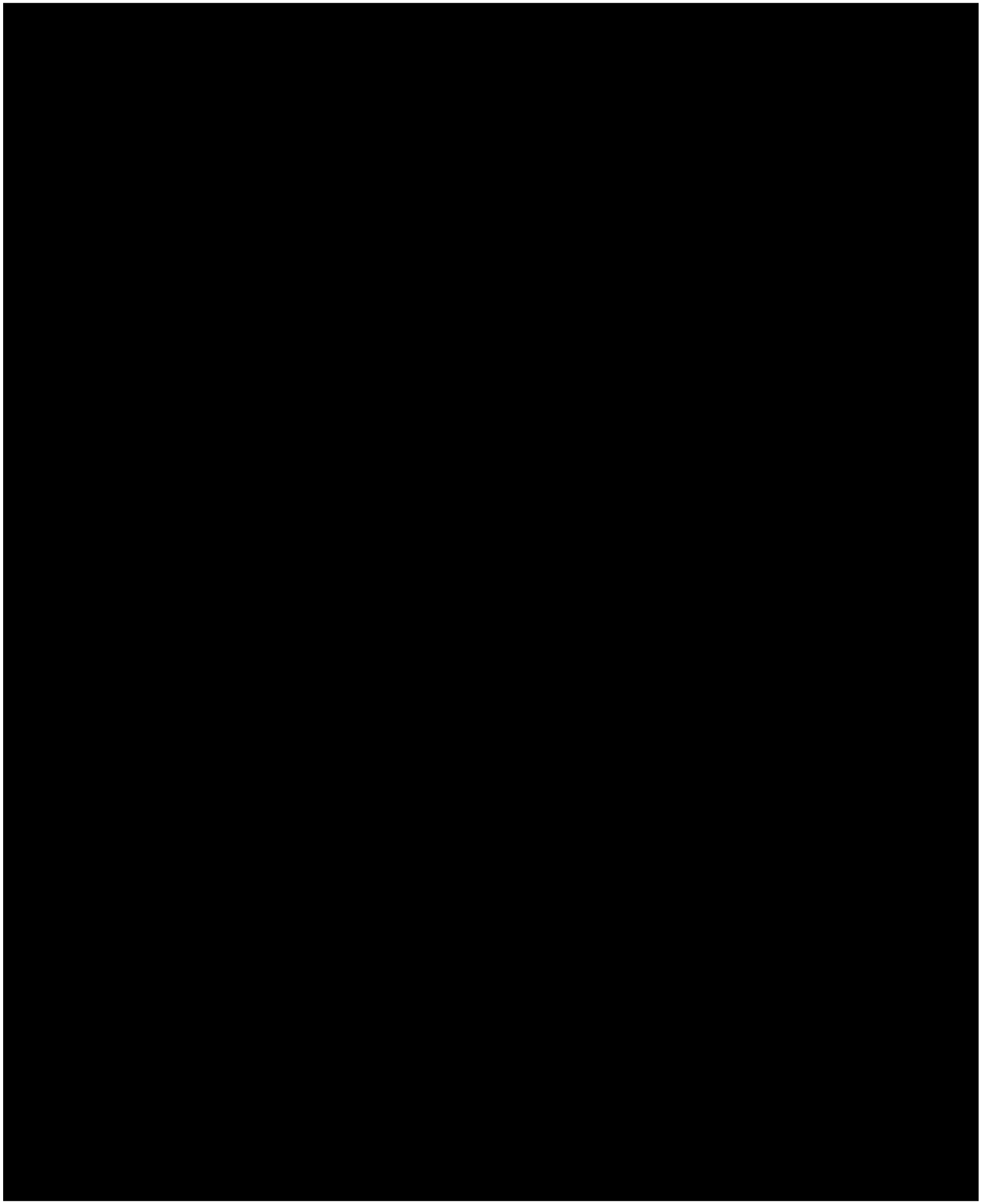
Hi Hans,

Just received your letter notifying me of the medical round of deps.
Thanks for the update.

On another note, I went in to see Dr. Levin earlier this week. She said I'm stuck with something called Dystonia in my right arm. Not sure exactly what that is yet but I do have to see dr Sagerman on the 26th and plan to ask about it.

Thanks again for keeping me updated.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad





Allstate.
You're in good hands.

# FAX

**Date** Friday, August 09, 2013 5:24:12 PM Central Time

**Number of Pages** 03
(Including Cover Sheet)

**To** Hans Mast

**Company**

**Phone** **Fax** 8153445280

**From** Accardo, Perry

**Department**

**Phone** **Fax**

**Notes:** Dulberg v Gagnon 12 LA 178

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# Facsimile From The Desk Of

Perry A. Accardo
Law Office of Steven A. Lihosit
Staff Counsel Allstate, Encompass & Esurance
200 N LaSalle St Ste 2550
Chicago, IL 60601
312-558-9821 (phone)
847-345-5016 (cell)
877- 715-9317 (fax)
Perry.Accardo@Allstate.com

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*Perry A. Accardo*
*Mary Jo Bonamino*
*Joseph P. Callahan*
*Christine Chrobak-Wastyn*
*Adam J. Coombe*
*Valerie E. Davis*
*Tammy S. Dorun*
*Martin D. Kennelly*
*David Killen*
*Stephen G. Loverde*
*M.A. Christine Lyons*

***Law Office of Steven A. Lihosit***
***200 North LaSalle Street, Suite 2550***
***Chicago, Illinois 60601-1014***
***Fax (877) 715-9317***
***STAFF COUNSEL***
***Allstate Insurance Company***
***Encompass Insurance***
***Esurance Insurance Company***
***All Attorneys are Employees of Allstate Insurance Company***
*This Office is not a Partnership or a Corporation*

*Shannon M. McCabe*
*Lucia Montaño*
*Terry A. Mueller*
*John H. Mullen*
*Shoshan E. Reddington*
*James J. Rosemeyer*
*Mark A. Sukacz*
*Sal C. Tramontana*
*Stacy B. Walker*
*Stewart M. Zelmar*

*Attorney*
*(312) 558-9821*

*Administrative Assistant*
*(312) 558-9849*

*Paralegal*
*(312) 558-9812*

August 9, 2013

VIA FACSIMILE

Ronald A. Barch
Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd
Rockford, IL 61114

Hans A. Mast
The Law Offices of Thomas J. Popovich, P.C.
3416 W. Elm Street
McHenry, IL 60050

Re: Dulberg vs. Gagnon, et al.
Court Case Number: 12LA000178
Date of Loss: June 28, 2011
Our File Number: 0245281968.1 SKO

Dear Mr. Barch and Mr. Mast:

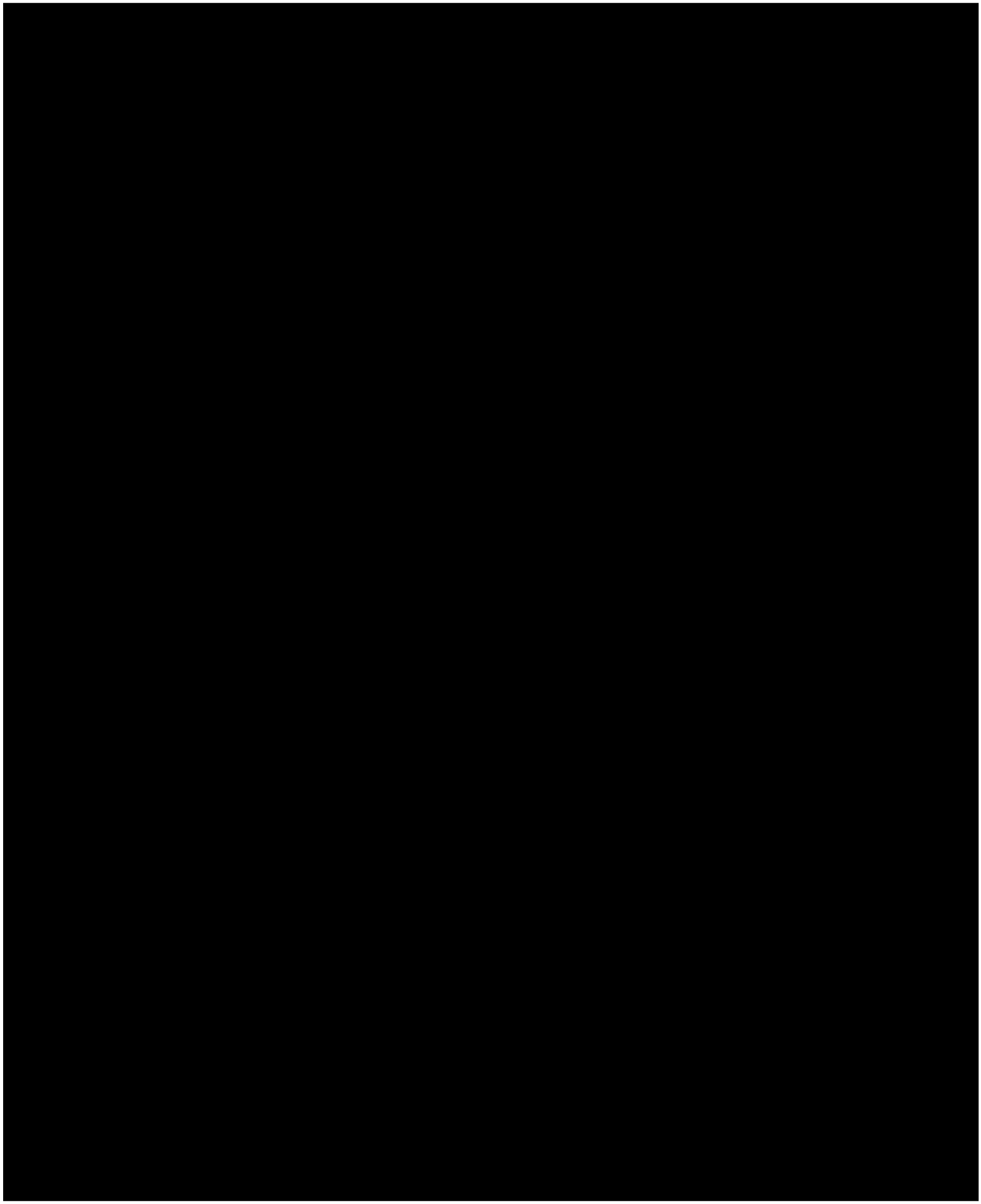
I am writing to inform you both that I will be unable to appear for the status hearing currently scheduled for August 14, 2013 in McHenry County as I will be out of the office on vacation.

However, I did wish to inform you that my office is working to secure dates for the discovery depositions of Dr. Apiwat Ford, Dr. Scott Sagerman, Dr. Karen Levin and Dr. Marcus Talerico.

In my absence, I have advised my secretary to work on scheduling those depositions and to inform your offices of the progress prior to the next status date.

Sincerely,

Perry A. Accardo



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

August 29, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed your medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $53,974.33.

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

Very truly yours,

COPY

HANS A. MAST

smq
Enclosure

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Re: Medical/SSDI update**

**From :** Paul Dulberg <pdulberg@comcast.net>

Wed, Aug 28, 2013 04:21 PM

**Subject :** Re: Medical/SSDI update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

Thanks for the reminder on the bills. Should have new printouts of the totals by next week.

I have scheduled an appointment with Dr.Kathleen Kujawa on November 14th, 2:30pm at alexian brothers hospital for an evaluation/consultation to see if is in fact Dystonia affecting the severed muscles and branch nerves in my right arm.

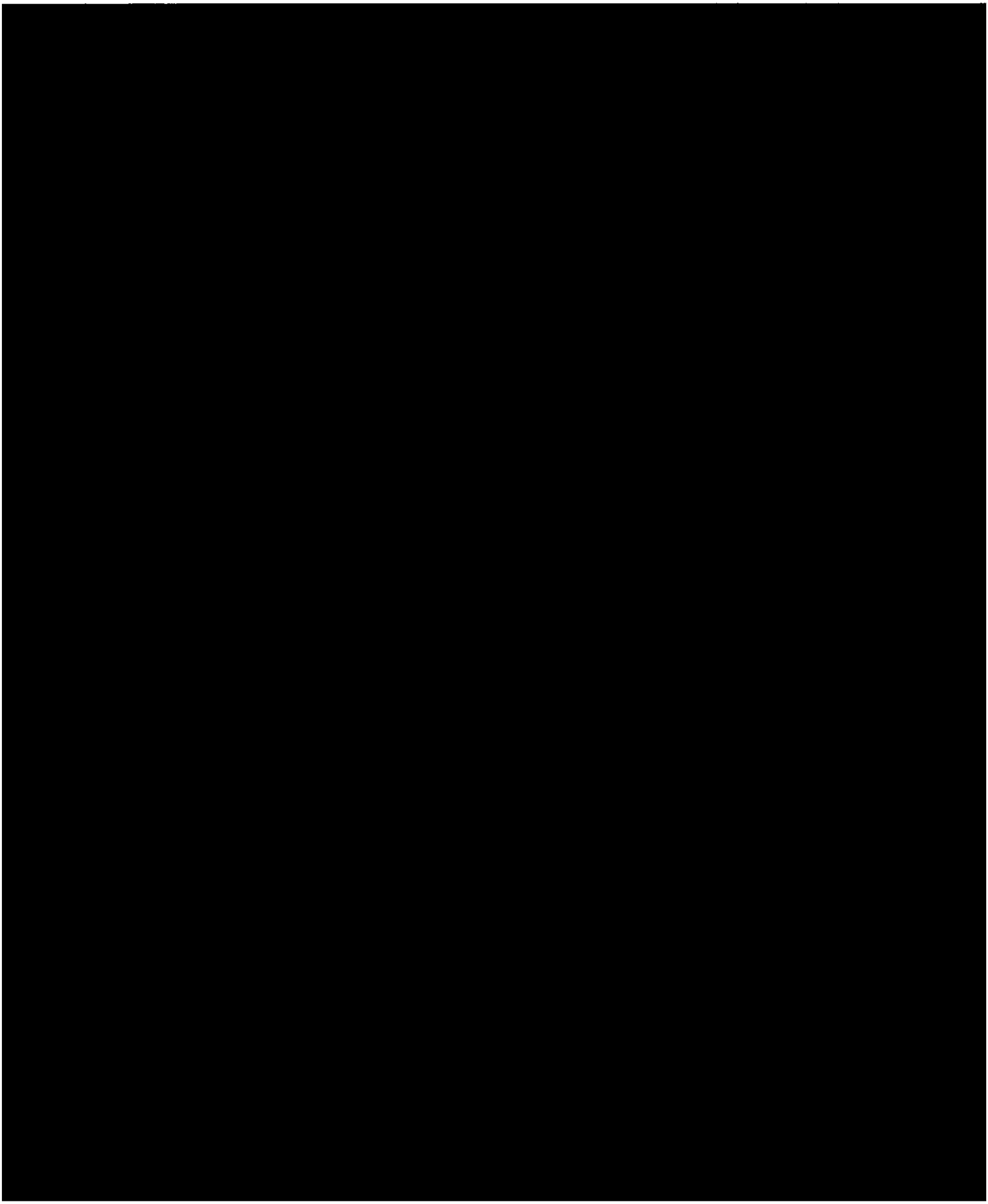
Dr. Sagerman told me to finish physical therapy at home for the left arm and left scheduling another visit up to me if I should need it.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Aug 26, 2013, at 4:41 PM, Hans Mast <hansmast@comcast.net> wrote:

> Paul. Thanks for the update. Each time you follow up with your drs. please get a new itemized print out of your entire bill so we can keep the billing "report" updated. I'll send you what bills i have so you can see what we're missing.
>
> Thanks
> Hans
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
> Sent: Mon, 26 Aug 2013 17:32:06 -0000 (UTC)
> Subject: Medical/SSDI update
> Hi
> Had an appointment with Dr. Sagerman today. He called Dr. Levin and discussed Dystonia in the muscle in my right arm that was cut with the chainsaw. They are sending me to another Dr. who specializes in Dystonia. Her name is Dr. Kathleen Kujawa. I will send you a note when the appointment is.
> Thanks,
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

FAXED 7/15

July 15, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Thank you for your recent correspondence. You may call the physicians you wish to depose and schedule them with the deposition assistant.

As to the witness, please advise when you are available for his deposition and I will contact my client and try to arrange the deposition through our office.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq

c: Perry Accardo (fax: 312/558-9357)

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

** Transmit Conf.Report **

P.1 Jul 15 2013 04:48pm
LAW OFFICE T POPOVICH Fax 1-815-344-5280

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 18152267701 | Normal | 15:04:47pm | 0'45" | 1 | * O K | Brdcast |
| 13125589357 | Normal | 15:04:48pm | 0'16" | 1 | # O K | Brdcast |


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Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
James P. Tutaj
Robert J. Lumbek
Theresa M. Freeman


July 15, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Thank you for your recent correspondence. You may call the physicians you wish to depose and schedule them with the deposition assistant.

As to the witness, please advise when you are available for his deposition and I will contact my client and try to arrange the deposition through our office.

Thank you for your cooperation.

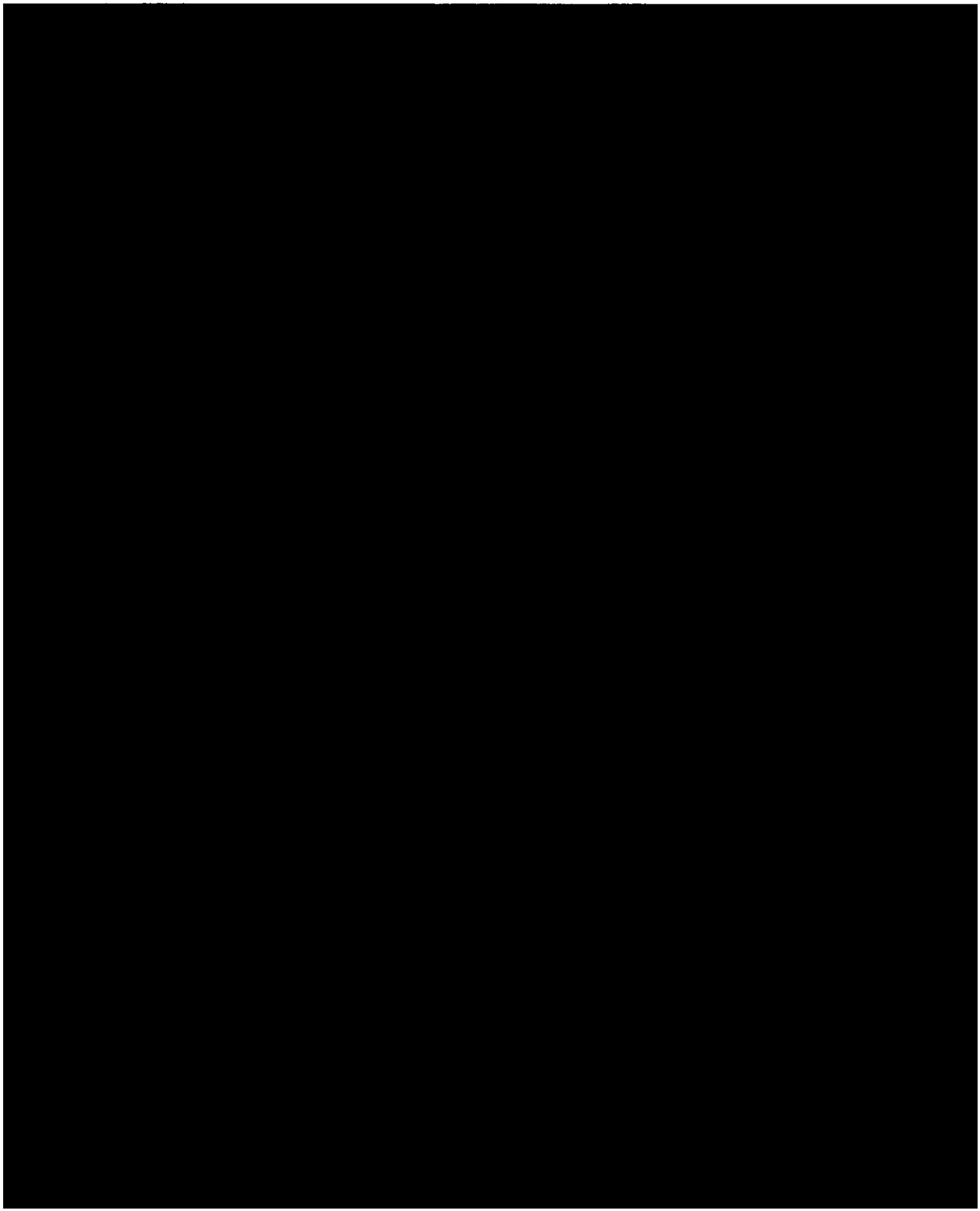
Very truly yours,

HANS A. MAST

smq

c: Perry Accardo (fax: 312/558-9357)


Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085



CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

July 11, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

When we spoke by phone prior to the last status hearing I mentioned a desire to depose Mike Thomas. He is apparently an acquaintance of Mr. Dulberg's. If memory serves, you mentioned that you were trying to track down a phone and address for him as well. My clients believe he resides somewhere in Wisconsin. Please check with Mr. Dulberg and let me know if he has an address and phone for Mr. Thomas. Thank you.

As an aside, I recently called Attorney Accardo to discuss target medical discovery. As it turns out, Mr. Accardo is out of the office until July 15. Upon his return I will speak to Mr. Accardo and one of us will contact you about scheduling medical discovery. In the interim, please let me know whether your office will take the lead on scheduling the medical depositions or whether you will grant me or Attorney Accardo permission to contact Mr. Dulberg's providers for the sole purposes of scheduling.

I hope this letter finds you doing well and look forward to hearing from you at your convenience.

Very truly yours,

RONALD A. BARCH

RB:mj\26ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Perry Accardo

**XFINITY Connect** hansmast@comcast.ne

+ Font Size -

# Physical Therapy

**From :** Paul Dulberg <pdulberg@comcast.net> Wed, Jul 24, 2013 02:09 PM

**Subject :** Physical Therapy

**To :** Hans Mast <hansmast@comcast.net>

Morning Hans,

I started physical therapy after the cortisone shot at Fox Lake Dynamic Hand Therapy yesterday.

They notified me that I owe something around $25,000.00 and that they just had to close one of their clinics and that they were not willing to take on more at this time. After talking with them for a while they asked me to contact you to see where we are at as far as paying the bill and told me to ask you about how to pay for this round of visits.

I paid out of pocket for yesterday's session.

Thanks again for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

May 28, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire* (McHenry County Case No. 12 LA 178)

Dear Counsel:

I am writing to let you known that I have a schedule conflict for Wednesday, June 5, 2013. My colleague, Chantel Bielskis, will therefore be covering the status hearing.

I note that the last order entered indicates that the case is set for status on the completion of fact discovery (non-medical). I believe we have deposed all the major non-medical fact witnesses. The only lingering deposition for me is Mike Thomas. He has been disclosed as an individual that may have information about what and how Mr. Dulberg was doing following the chainsaw incident and prior to his surgery. It is my understanding that Mr. Thomas may reside in Twin Lakes, WI but I do not have an address or phone for him at this time. If either of your clients have an address and/or phone number, please advise.

With the above in mind, I am amenable to an order that closes non-medical fact discovery for all persons other than Mike Thomas (and any others you wish to include). We can then move on with medical discovery and accomplish Mr. Thomas' deposition if and when I locate him.

If you have any objections to the above, please give me a call. I am hopeful that we will have an agreement when the case is next in court.

Very truly yours,

RONALD A. BARCH

RB:mj\24ltr.OC
CC Tom Malatia (13-2779-11)

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

May 31, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Defense counsel would like to depose Mike Thomas. Do you know where he is located?

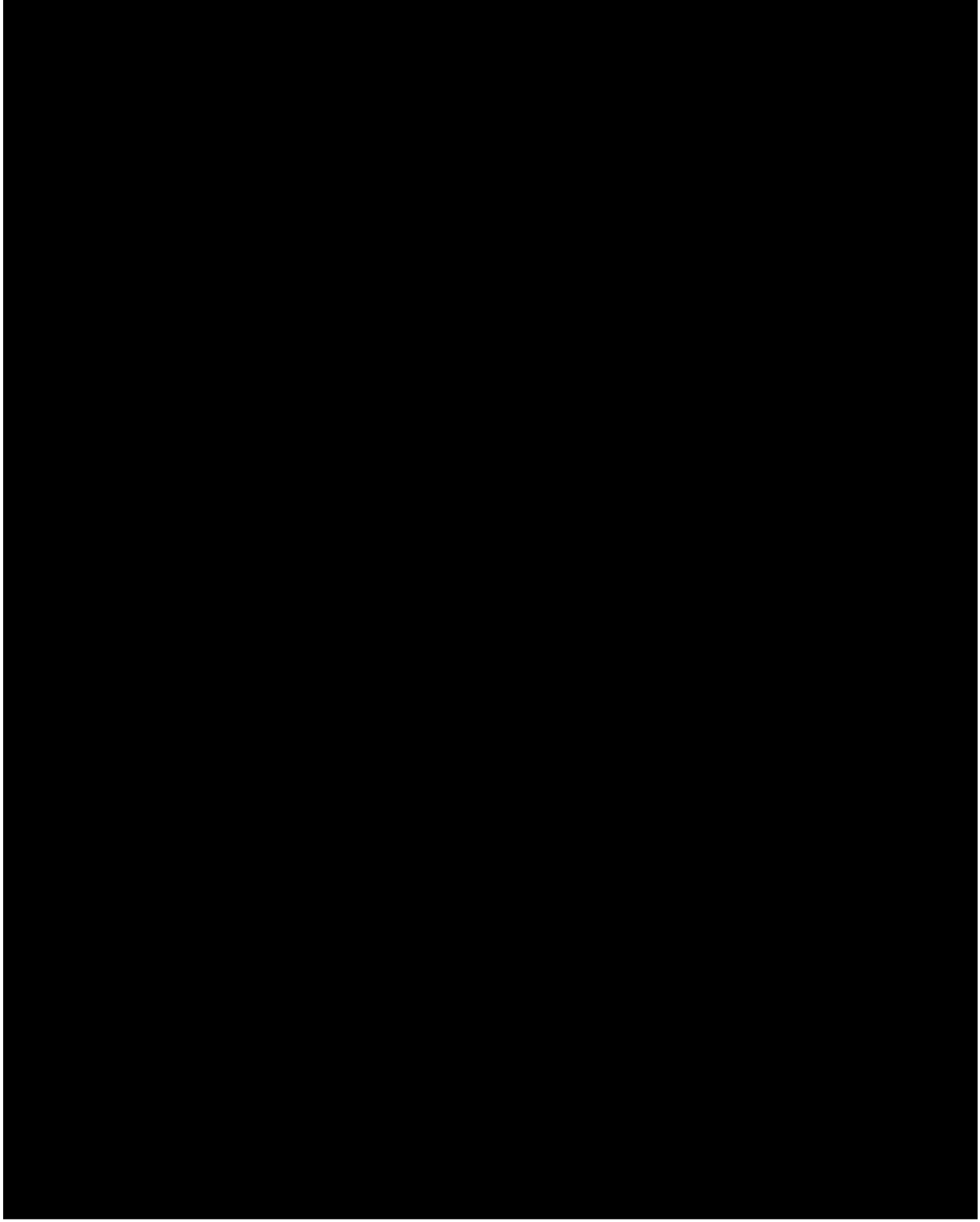
Please contact me to discuss.

Very truly yours,

**HANS A. MAST**

smq

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*



The Law Offices of Thomas J. Popovich P.C.

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*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

FAXED

March 18, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

In response to your March 13, 2013 correspondence, enclosed is the billing from Moraine Emergency Physicians, McHenry Radiologists, Open Advanced MRI of Round Lake and Walgreens.

With regard to Paul's "tennis elbow" he has been treating with Dr. Sagerman and Dynamic Hand Therapy. I am still updating the medical expense report and hopefully will have some additional bills to provide to you.

In the meantime, if you have any questions, please feel free to call.

Very truly yours,

**HANS A. MAST**

smq
Enclosures

c: Perry Accardo (fax: 312/558-9357)

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

MORAINE EMERGENCY PHYSICIANS
PO BOX 8759
PHILADELPHIA, PA 19101-8759

## STATEMENT OF ACCOUNT (1)

Statement Date: July 16, 2011

**ACCOUNT NUMBER: MNI711179003233**

**Patient Name: PAUL R DULBERG**

Tax ID #: 75-2896896
Account Balance: $1,346.00
Amount Pending Insurance: $0.00
Amount Due From Patient (Current): $1,346.00
Amount Due From Patient (Past Due): $0.00

**Pay This Amount: $1,346.00**

131409-0711179003233-05
#BWNJFDB
#00000MNI11606478#
PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

#MD0394

**PLEASE REMIT PAYMENT BY "PAYMENT DUE BY" DATE. THANK YOU. Please refer to coupon below for payment instructions.**

**Pay your bill securely online anytime at www.MyMedicalPayments.com**

| Date | # | Description | Charge | Paid By First Ins. | Paid By Other Ins. | Paid By Patient | Amount Adjusted | Due From Insurance | PATIENT BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 06/28/11 | 1 | 99283-25 EMERG INJURY EVAL & MGMT-LVL 3<br>DX:880.03 DR. FORD/CENTEGRA HOSPITAL MCHENRY | $537.00 | | | | | | $537.00 |
| 06/28/11 | 2 | 12004 WOUND REP 7.6-12.5CM SCALP ETC<br>DX:880.03 DR. FORD/CENTEGRA HOSPITAL MCHENRY | $809.00 | | | | | | $809.00 |
| | | THIS STATEMENT MAY NOT REFLECT ANY PAYMENTS YOU MADE AT TIME OF SERVICE. | | | | | | | |
| | | **TOTALS:** | $1,346.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,346.00 |

## *Important Messages:*

This statement is for the direct treatment and/or supervision of care you recently received from an Emergency Physician at Centegra Hospital McHenry. The fees for this private physician are billed separately from any hospital charges or other professional fees for which you may also be responsible. Therefore, should you receive a bill from the hospital or other physicians for charges in connection with this visit, it will not include the items listed on this statement.

**"Payment Plans" Accepted**
**Questions about this statement?/Llame de Lunes a Viernes?**
**Call 1-800-355-2470 Monday through Friday 9:30AM - 4:00PM.**
**Your automated system access code is 0230-711179003233, or you can send email to billing_questions@emcare.com.**

91384-01-9426 **Please detach and return bottom portion with your remittance.**

PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

YOU MAY PAY THIS BILL WITH YOUR CREDIT CARD
PLEASE SEE REVERSE SIDE.

**Make Check/Money Order payable to:**

MORAINE EMERGENCY PHYSICIANS
PO BOX 8759
PHILADELPHIA, PA 19101-8759

## STATEMENT OF ACCOUNT

Statement Date: July 16, 2011

**ACCOUNT NUMBER: MNI711179003233**

**Patient Name: PAUL R DULBERG**

**Payment Due By: 08/05/11**
**Amount Due: $1,346.00**
**Amount Enclosed:**

Go Green - pay online at
www.MyMedicalPayments.com
PROMPT PAY DISCOUNTED
BALANCE : $ 807.60

Insurance information not on file

**40% Discount Offer**
In consideration of your uninsured status, we are willing to extend a 40% prompt pay discount.

☐ If your address has changed, check this box. and complete the reverse side of this form

13140907111790032330013460000000000000006

**POP 000232**

# STATEMENT

0001

**McHenry Radiologists Imaging Associates**
P.O. Box 220
McHenry IL 60051-0220

CHECK CREDIT CARD BILLING FOR PAYMENT AND FILL OUT BELOW.
☐ MasterCard ☐ VISA

| CARD NUMBER | SEC. CODE | AMOUNT |
|---|---|---|
| | | |
| NAME ON CARD (PLEASE PRINT) | | EXP. DATE |
| | | |
| SIGNATURE | | |
| | | |

| STATEMENT DATE | ACCOUNT # | PAY THIS AMOUNT |
|---|---|---|
| 07/07/2011 | 235130-QMRIG | $50.00 |

AMOUNT PAID

Office Hours: 9:00am - 4:00pm, Monday - Friday
Phone: 815/759-0800 IRS# 36-3907435

Pay online at **www.ePayitOnline.com**
CodeID: **MCHENRY5** Access #: **2038252-1-63**
Guarantor: PAUL R DULBERG
Invoice #: 833112

01518

Paul R Dulberg
4606 Hayden Court
McHenry IL 60051-7918

MAKE CHECK PAYABLE & REMIT TO:

**McHenry Radiologists Imaging Associates**
P.O. Box 220
McHenry IL 60051-0220

MCHENRY5-0280287-0000000-2038252-001-000063-#007210-0001
PLEASE CHECK BOX IF ABOVE ADDRESS IS INCORRECT AND INDICATE CHANGES ON BACK.

DETACH HERE

AND RETURN THIS TOP PORTION WITH YOUR PAYMENT USING THE RETURN ENVELOPE ENCLOSED

| DATE | CODE | DESCRIPTION OF SERVICES | AMOUNT |
|---|---|---|---|
| | | CHARGES FOR PATIENT: PAUL DULBERG (235130-QMRIG) | |
| 06/28/11 | 73090-26 | X-RAY EXAM OF FOREARM | $50.00 |
| | | 07/07/11 GUARANTOR RESPONSIBILITY DATE (ChargeID: 1275862) | |
| | | ADDITIONAL INFORMATION CONCERNING YOUR ACCOUNT | |
| | | IF YOU HAVE INSURANCE COVERAGE FOR THIS CLAIM, PLEASE CALL OUR OFFICE. | |
| | | REFERRING PROVIDER 043 IS APIWAT FORD - UPIN: C69043 | |

**BALANCE DUE: $50.00**
**NET DUE 30 DAYS: 8/6/2011**

Guarantor: PAUL R DULBERG | Account Number: 235130-QMRIG | Statement Date: 07/07/2011

Invoice #: 833112

**McHenry Radiologists Imaging Associates**
P.O. Box 220
McHenry IL 60051-0220

Phone: 815/759-0800 IRS# 36-3907435

MCHENRY5-0280287-0000000-2038252-001-000063-#007210-0001

1500

# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

MEDCHEX
PO BOX 502
KATOHAH, NY 10536

PICA x x x

PICA x x x

CARRIER

1. MEDICARE MEDICAID TRICARE CHAMPUS CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
☐ (Medicare #) ☐ (Medicaid #) ☐ (Sponsor's SSN) ☐ (Member I.D. #) ☐ (SSN or ID) ☐ (SSN) ☒ (ID)

1a. INSURED'S I.D. NUMBER (For Program in Item 1): 265065

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): Dulberg, Paul

3. PATIENT'S BIRTH DATE: MM 3 DD 19 YY 1970 SEX: M ☐ F ☐

4. INSURED'S NAME (Last Name, First Name, Middle Initial): Dulberg, Paul

5. PATIENT'S ADDRESS (No., Street): 46 Hayden Ct

6. PATIENT RELATIONSHIP TO INSURED: Self ☒ Spouse ☐ Child ☐ Other ☐

7. INSURED'S ADDRESS (No., Street): 46 Hayden Ct

CITY: Mchenry STATE: IL

8. PATIENT STATUS: Single ☐ Married ☐ Other ☒ Employed ☐ Full-Time Student ☐ Part-Time Student ☐

CITY: Mchenry STATE: IL

ZIP CODE: 60051 TELEPHONE (Include Area Code):

ZIP CODE: 60051 TELEPHONE (INCLUDE AREA CODE):

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial):

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER:

a. OTHER INSURED'S POLICY OR GROUP NUMBER:

a. EMPLOYMENT? (CURRENT OR PREVIOUS) ☐ Yes ☒ No

a. INSURED'S DATE OF BIRTH: MM 3 DD 19 YY 1970 SEX: M ☐ F ☐

b. OTHER INSURED'S DATE OF BIRTH: MM DD YY SEX: M ☐ F ☐

b. AUTO ACCIDENT? ☐ Yes ☒ No PLACE (State):

b. EMPLOYER'S NAME OR SCHOOL NAME:

c. EMPLOYER'S NAME OR SCHOOL NAME:

c. OTHER ACCIDENT? ☒ Yes ☐ No

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEDCHEX BILLING PROGRAM

d. INSURANCE PLAN NAME OR PROGRAM NAME:

10d. RESERVED FOR LOCAL USE

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? ☐ Yes ☒ No If yes, return to and complete item 9 a-d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 2/3/2012

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT: MM 6 DD 28 YY 2011 ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP)

15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS, GIVE FIRST DATE MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM MM DD YY TO

17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE: Karen Levin MD

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM MM DD YY TO

19. RESERVED FOR LOCAL USE

20. OUTSIDE LAB? ☐ Yes ☒ No $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. (RELATED ITEMS 1, 2,3 OR 4 TO ITEM 24E BY LINE)
1. 3.
2. 4.

22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO

23. PRIOR AUTHORIZATION NUMBER

| 24. A DATE(S) OF SERVICE From MM | DD | YY | To MM | DD | YY | B. PLACE OF SERVICE | C. EMG | D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS | MODIFIER | E. DIAGNOSIS POINTER | F. $ CHARGES | G. DAYS OR UNITS | H. EPSDT Family Plan | I. ID QUAL | J. RENDERING PROVIDER ID # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 3 2012 | 2 3 2012 | 11 | | 73220 | | | | | | 3390 00 | 1 | | NPI | |
| 2 | | | | | | | | | | | | | | NPI | |
| 3 | | | | | | | | | | | | | | NPI | |
| 4 | | | | | | | | | | | | | | NPI | |
| 5 | | | | | | | | | | | | | | NPI | |
| 6 | | | | | | | | | | | | | | NPI | |

25. FEDERAL TAX I.D. NUMBER SSN EIN: 134214889 ☐ ☒

26. PATIENT'S ACCOUNT NO.: 265065

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) ☒ YES ☐ NO

28. TOTAL CHARGE: $ 3390 00

29. AMOUNT PAID: $ 00 00

30. BALANCE DUE: $ 3390 00

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
MedChex
SIGNED dtorres DATE 2/8/2012

32. SERVICE FACILITY LOCATION INFORMATION
Open Advanced MRI of Round Lake, LLC
720 East Rollins Road
Round Lake Beach, Illinois 60073
a b

33. BILLING PROVIDER INFO & PH #
MEDCHEX
PO BOX 502
KATOHAH, NY 10536
(866) 959-1100
a b

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at www.nucc.org

APPROVED OMB-0938-0999 FORM CMS-1500 (08/05)

PAUL DULBERG
4606 Hayden Ct, McHenry, IL 600517918
(847)497-4250
RX # 2132245-05469 DATE: 06/28/11

HYDROCODONE/APAP 10MG/325MG TABS
QTY: 20 NO REFILLS - DR. AUTH REQUIRED
New NDC: 00591-0853-05

$ 20.69

DR A. FORD
MFG:WATSON
SMC/TNT/TNT/ /TNT

Walgreens 3025 W ELM ST MCHENRY, IL 600504361
PH: (815)363-0722

Customer Receipt

PAUL DULBERG
4606 Hayden Ct, McHenry, IL 600517918
(847)497-4250
RX # 2132246-05469

DATE: 06/28/11

CEFADROXIL 500MG CAPSULES
QTY: 10 NO REFILLS - DR. AUTH REQUIRED
New NDC:00093-3196-01

$ 27.99

DR A. FORD
MFG:TEVA
SMC/TNT/TNT/ /TNT

Walgreens 3925 W ELM ST MCHENRY, IL 600504361
PH: (815)363-0722

Customer Receipt

** Transmit Conf.Report **

P.1 Mar 18 2013 05:48pm
LAW OFFICE T POPOVICH Fax 1-815-344-5280

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 13125589357 | Normal | 18:05:48pm | 0'53" | 6 | # 0 K | |

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

March 18, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

In response to your March 13, 2013 correspondence, enclosed is the billing from Moraine Emergency Physicians, McHenry Radiologists, Open Advanced MRI of Round Lake and Walgreens.

With regard to Paul's "tennis elbow" he has been treating with Dr. Sagerman and Dynamic Hand Therapy. I am still updating the medical expense report and hopefully will have some additional bills to provide to you.

In the meantime, if you have any questions, please feel free to call.

Very truly yours,

**HANS A. MAST**

smq
Enclosures

c: Perry Accardo (fax: 312/558-9357)

*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

## ** Transmit Conf.Report **

P.1 Mar 18 2013 05:34pm
LAW OFFICE T POPOVICH Fax 1-815-344-5280

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 18152267701 | Normal | 18:05:28pm | 1'51" | 6 | * O K | Brdcast |
| 13125589357 | Normal | 18:05:34pm | 0'00" | 0 | D.O.2 | Brdcast |
| ↑ Line Busy | | Line is busy. | | | | |


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McHenry, Illinois 60050
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*Theresa M. Freeman*


March 18, 2013

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Cicero, France, Barch & Alexander, PC
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Rockford, IL 61114

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In the meantime, if you have any questions, please feel free to call.

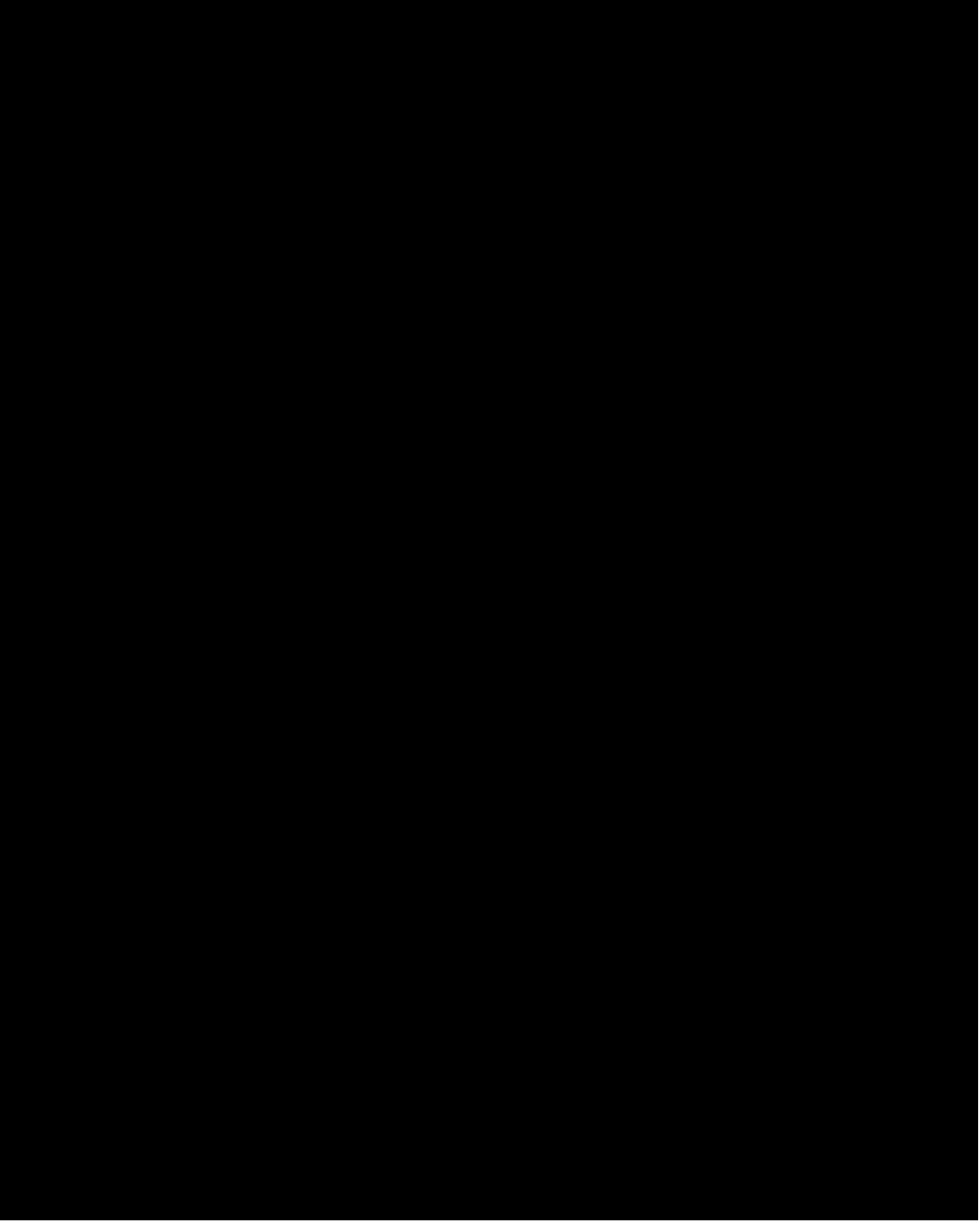
Very truly yours,

**HANS A. MAST**

smq
Enclosures

c: Perry Accardo (fax: 312/558-9357)


*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

FAXED 2/12

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

March 12, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please find enclosed a copy of my client's medical expense report itemizing his medical bills related to the underlying occurrence in the amount of $40,633.21.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Barch 3-11-13.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: AUGUST 31, 2012

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: August 31, 2012

---

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| 01/30/12 | 105.00 | |
| 02/13/12 | 75.00 | |
| 03/13/12 | 1,415.00 | |
| 05/04/12 | 33.17 | |
| 05/16/12 | 75.00 | |
| Total | | $2,858.17 |

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive

Suite 6035
Chicago, IL 60675
708-237-7200 - Acct. 1002454

| | |
|---|---|
| 12/02/11 | $230.00 |
| 01/06/12 | 160.00 |
| Total | $390.00 |

Dynamic Hand Therapy & Rehab
498 S US Highway 12
Suite C
Fox Lake, IL 60020
847-587-3301 - Acct. 0042000185

| | |
|---|---|
| 12/06/11 | $187.00 |
| 12/08/11 | 360.00 |
| 12/12/11 | 274.00 |
| 12/14/11 | 328.00 |
| 12/15/11 | 274.00 |
| 12/19/11 | 360.00 |
| 12/20/11 | 360.00 |
| 12/23/11 | 360.00 |
| 12/27/11 | 360.00 |
| 12/29/11 | 274.00 |
| 01/03/12 | 220.00 |
| 01/05/12 | 317.00 |
| 01/09/12 | 360.00 |
| 01/11/12 | 435.00 |
| 01/16/12 | 360.00 |
| 01/18/12 | 274.00 |
| 01/23/12 | 360.00 |
| 01/25/12 | 360.00 |
| 01/30/12 | 274.00 |
| 02/01/12 | 274.00 |
| 02/06/12 | 345.00 |
| 04/03/12 | 407.00 |
| 04/05/12 | 435.00 |
| 04/10/12 | 301.00 |
| 04/12/12 | 285.00 |
| 04/16/12 | 360.00 |
| 04/18/12 | 274.00 |
| 04/26/12 | 360.00 |
| 04/27/12 | 274.00 |
| 05/02/12 | 360.00 |
| 05/04/12 | 274.00 |
| 05/07/12 | 360.00 |
| 05/10/12 | 312.00 |

05/15/12 ..... 360.00
05/17/12 ..... 113.00
05/24/12 ..... 274.00
05/25/12 ..... 274.00
05/31/12 ..... 274.00
06/04/12 ..... 360.00
07/16/12 ..... 327.00
07/19/12 ..... 301.00
07/23/12 ..... 301.00
07/26/12 ..... 274.00
07/30/12 ..... 301.00
08/02/12 ..... 220.00
08/06/12 ..... 274.00
08/09/12 ..... 274.00
Total ..... $14,645.00

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065
02/03/12 ..... $3,390.00 ..... $3,390.00

Hand Surgery Associates, SC
Dr. Sagerman/Dr. Biafora
515 W. Algonquin Road
Arlington Heights, IL 60005
847-956-0099 - Acct. 80330
04/02/12 ..... $116.00
05/14/12 ..... 90.00
05/17/12 ..... 116.00
06/06/12 ..... 171.00
07/09/12 ..... 8,338.00
Total ..... $8,831.00

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673
847-618-4747 - Acct. 71265382
07/09/12 ..... $6,366.00 ..... $6,366.00

Northwest Suburban Anesthesiologist, Ltd
8163 Solutions Center
Chicago, IL 60677-8001
800-709-2715 - Acct. 71265382

07/09/12 ..... $1,365.00 ..... $1,365.00

Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

---

TOTAL EXPENSES: ..... $40,613.60

Misc Expenses
Medical Supplies ..... $19.61
Total Misc. Expenses ..... $19.61

TOTAL ALL EXPENSES ..... $40,633.21

** Transmit Conf.Report **

P.1 Mar 12 2013 05:13pm
LAW OFFICE T POPOVICH Fax 1-815-344-5280

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 18152267701 | Normal | 12:05:07pm | 1'17" | 6 | * O K | Brdcast |
| 13125589357 | Normal | 12:05:13pm | 0'00" | 0 | D.0.2 | Brdcast |
| ↑ Line Busy | | Line is busy. | | | | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*


March 12, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please find enclosed a copy of my client's medical expense report itemizing his medical bills related to the underlying occurrence in the amount of $40,633.21.

Very truly yours,

HANS A. MAST

smq
Enclosure

S:\Mast\DULBERG, PAUL\Letters\Letter to Atty Barch 3-11-13.wpd


*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

** Transmit Conf.Report **

P.1 Mar 13 2013 10:42am
LAW OFFICE T POPOVICH Fax 1-815-344-5280

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 13125589357 | Normal | 13:10:41am | 0'40" | 6 | # 0 K | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
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*Robert J. Lumber*
*Theresa M. Freeman*


March 12, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

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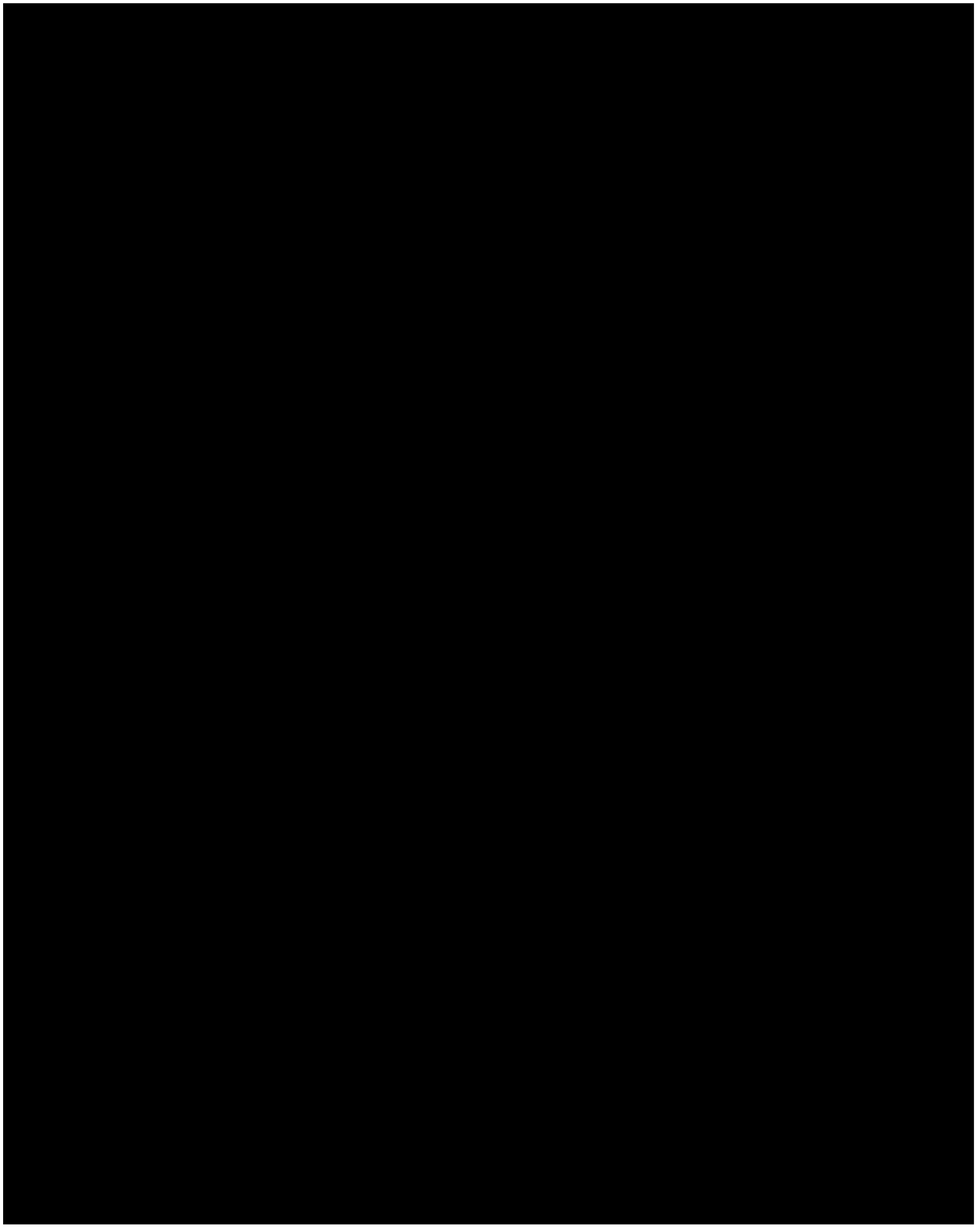
Very truly yours,

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letter\Letter to Atty Barch 3-11-13.wpd


*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*



The Law Offices of Thomas J. Popovich P.C.

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McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

March 12, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed your medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $40,633.21.

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

Specifically, I would like to know which treatment you are receiving for your tennis elbow and where you received treatment for the right elbow including the surgery.

Please contact me to discuss.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to client 3-11-13.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

# CICERO, FRANCE, BARCH & ALEXANDER, P.C.

A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701


March 5, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

In reviewing the medical expense summary that was used as Exhibit 2 to Mr. Dulberg's discovery deposition, I noticed that I do not have copies of bills from Moraine Emergency Physicians, McHenry Radiologists Imaging Assocaites, Open Advanced MRI of Round Lake or Walgreens. When you get a moment, please forward copies to me.

During his deposition Mr. Dulberg testified that he is now suffering with "Tennis Elbow" in his left arm. He claims his doctor told him the Tennis Elbow is the result of overuse due to the right arm injury. If Mr. Dulberg will be making that claim for left elbow problems at trial it would be helpful to have a medical records update on that injury.

Lastly, the current Medical Expense Summary does not include any of the expenses associated with the right elbow surgery, the related PT or the Tennis Elbow treatment and evaluation. If you are in a position to do so, please furnish an updated Medical Expense Summary as well.

Very truly yours,

RONALD A. BARCH

RB:mj\21ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Perry Accardo

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
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RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

March 5, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Counsel:

Long ago Attorney Mast filed a Motion for Protective Order wherein he expressed a desire to photograph and inspect the chainsaw involved in Mr. Dulberg's injury.

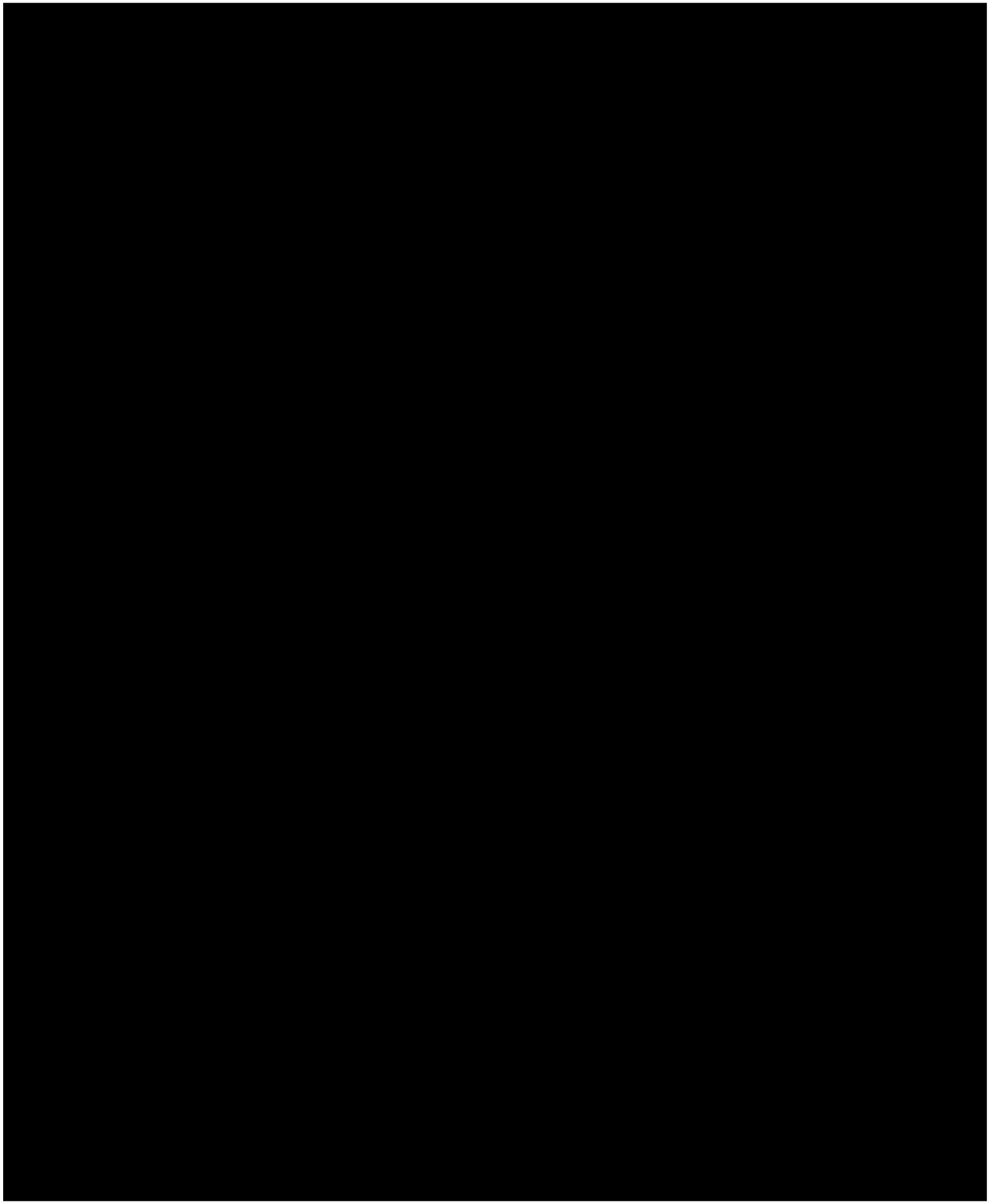
I will be bringing the chainsaw and manual to Mr. and Mrs. McGuires' depositions on March 20, 2013. Please be prepared to conduct any visual inspections you desire. I also ask that you be prepared to taken any photographs you desire. The user's manual will be available for copying as well.

Please feel free to call if you have any questions concerning the above.

Very truly yours,

RONALD A. BARCH

RB:mj\23ltr.OC
CC Tom Malatia (13-2779-11)



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

February 19, 2013

Dynamic Hand Therapy & Rehab
498 S. US Hwy 12, Suite C
Fox Lake, IL 60020

**RE: Patient: Paul Dulberg**
**Patient No.: 0042000185**

Dear Dynamic Hand Therapy:

Enclosed please find an executed letter of protection signed by my client, Paul Dulberg. Please feel free to forward a lien to my attention and I would be happy to honor it for purposes of settlement and/or recovery obtained in this case.

Thank you for your cooperation.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

c: Paul Dulberg

S:\Main\DULBERG, PAUL\Letters\Letter to Dynamic Hand Therapy 2-19-13.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

# LETTER OF PROTECTION
## (SAMPLE)

Patient/Client:

Patient Account Number:

I hereby authorize FACILITY to furnish _____ Attorney at Law, with my complete medical records, including examination, treatment diagnosis and prognosis in regard to the accident in which I was involved. I understand that such authorization should be accompanied by an executed Authorization for Disclosure of Protected Health Information in the form attached hereto prior to FACILITY's release of such records.

I give irrevocable authorization to my attorney to pay directly to FACILITY all such sums due for therapy rendered to me as a result of the accident. I further grant a lien on and/or assign any settlement or judgment in which I receive from any claim(s) filed as a result of the accident in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. I further agree to execute such further documents as necessary for FACILITY to preserve its right to enforce said lien and/or assignment.

I fully understand that I am directly and fully responsible to FACILITY for services rendered to me. This agreement is made solely for the purpose of affording FACILITY additional protection. I understand that payment of this obligation in full is not contingent on any settlement, judgment or verdict by which I may eventually recover such fees.

In addition, I understand and agree that payment in full on my account should be made within _____ months of this date unless other financial arrangements have been made. I understand that my account shall be forwarded to FACILITY's collection agency in the event I do not timely pay the account or make other financial arrangements. I further understand that the obligations recited herein (including the obligation to pay for services rendered) shall continue in full force and effect, and shall be binding upon me, my heirs, administrators, executors, successors, and assigns, until and unless all fees for services rendered have been paid in full.

Paul Dalby 2-13-13
Guarantor's Signature Date

Witness's Signature
Date

The undersigned attorney of record for the patient, does agree to observe all terms of this letter of Protection, and agrees to withhold such sums from any settlement, judgment or verdict as may be necessary to protect FACILITY.

2-13-13
Attorney Signature Date

© 2003 U.S. Physical Therapy, Inc.

# Litigation Agreement and Acknowledgement of Financial Responsibility

This Litigation Agreement and Acknowledgement of Financial Responsibility is executed as of _____, 200__, by _____ ("Patient") residing at _____.

WHEREAS, Patient has been prescribed physical therapy for injuries that have occurred in a recent event;

WHEREAS, Patient is pursuing litigation to recover damages for such injury (the "Claim");

WHEREAS, DYNAMIC HAND THERAPY ("Clinic") is willing, as a courtesy to Patient, to delay collection of its fee for the physical/occupational therapy services rendered in order to allow Patient time to recover monetary compensation to cover the cost of the therapy services.

NOW, THEREFORE, IT IS ACKNOWLEDGED AND AGREED THAT:

Clinic agrees to refrain from attempting to collect its fees for services rendered to the Patient which are the subject of the Claim for the period set forth herein, subject to compliance by Patient with Patient's agreements and obligations as set forth herein.

Patient acknowledges and agrees that it is their sole obligation to pay for the therapy services rendered for injuries arising from the event. Patient grants a lien on and/or assigns any settlement or judgment in which Patient receives from the Claim in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. Patient further agrees to execute such further documents as necessary for Clinic to preserve its right to enforce said lien and/or assignment.

Patient agrees that if the Clinic does not receive a satisfactory payment within 365 days from the date on which the last therapy services were rendered related to the Claim, Patient will pay for the therapy services without the necessity of notice or further demand. Patient acknowledges and agrees that in the event Patient does not pay for the therapy services within 395 days from the last date that the therapy services were rendered arising from the Claim, the account will be transferred to our collection agency. Patient agrees to be responsible for any expenses incurred in collecting Patient's account, including all fees, court costs, reasonable attorney's fee, and all other collection related expenses.

By signing below Patient acknowledges that he/she has read, understands and hereby accepts the above obligations and agreements.

Patient Signature: _____ Date: 2-13-13

Written Name: PAUL DILBERT

Acknowledgement by Clinic:

By: _____ Date: 2-13-13

Title: _____

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# HEALTH CARE PROVIDER'S LIEN

Patient: _____

I have a cause of action as a result of injuries sustained by me on _____.

I desire your services as a treating therapy DYNAMIC HAND THERAPY, even though I do not have the funds to personally pay for therapy services at this time.

I understand that I am directly and fully responsible to pay you for all the reasonable and necessary medical bills incurred by me for the rendering of reasonable and necessary services provided by you. This agreement is made in consideration of your continued treatment of me, awaiting payment and foregoing collection efforts.

I give a lien to you on any settlement or jury verdict that I receive as a result of my cause of action. I authorize and direct my attorney to pay directly to you such sum as may be due for services rendered to me, and to withhold such sum from my portion of any settlement or jury verdict. In the event my portion of the recovery is insufficient to cover all of the protected medical bills in my case, then I will promptly reimburse you from my portion of the recovery on an accepted basis with all of my other protected medical bills. I further understand, however, that such pro-rata payment will not be considered payment in full by me, and that I remain fully responsible to pay the balance of my medical bill, and that any personal liability is not contingent on the settlement or jury verdict which I may recover.

Patient's Signature: Paul Lathrop Date: 2-13-13

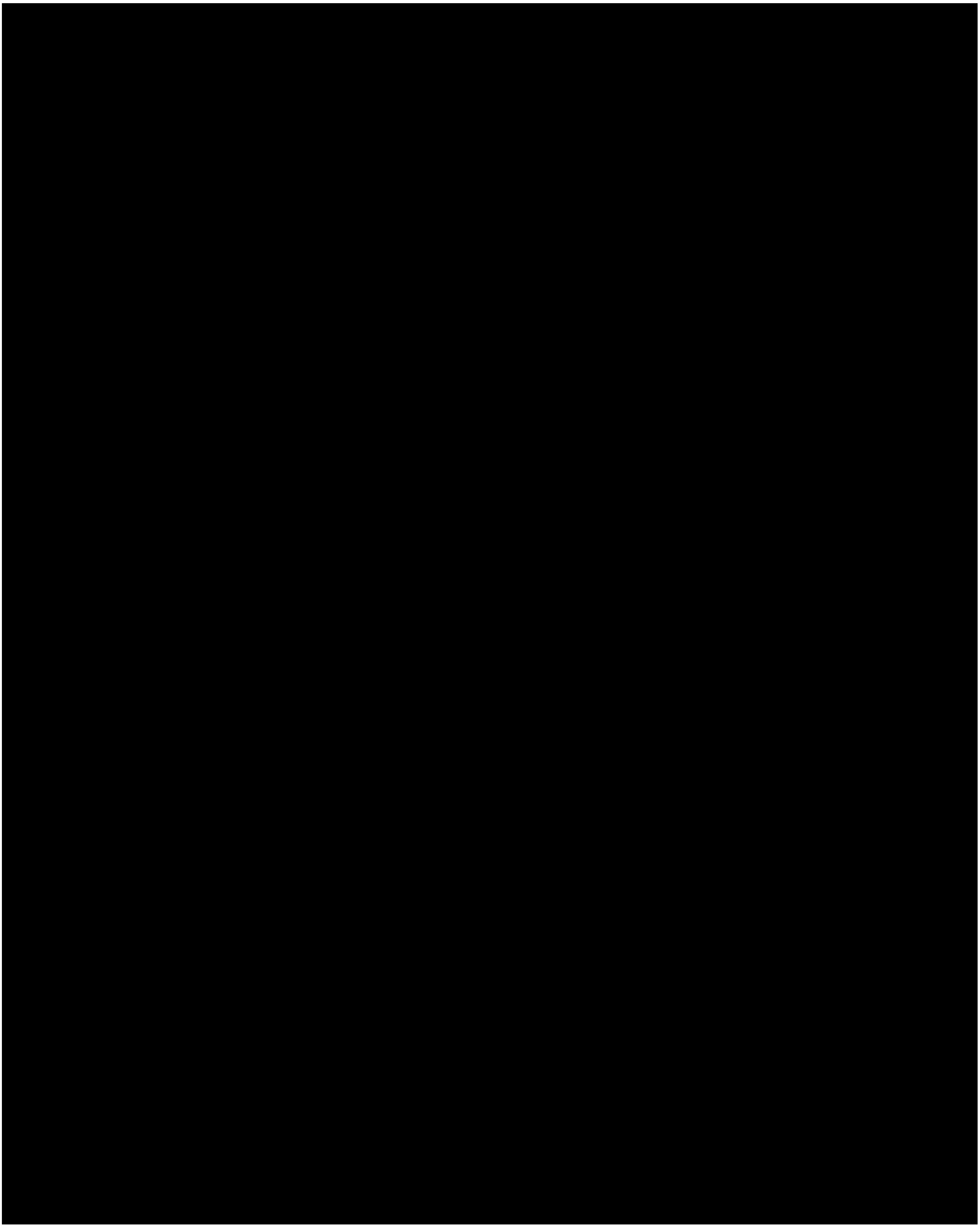
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As the patient's attorney, I acknowledge the above lien. Upon final settlement or jury verdict in this case, I agree to withhold your medical fees from the client's share of any settlement or jury verdict, and forward full payment to you.

It is expressly understood that in the event the attorney-client relationship is terminated prior to resolution of the above referenced client's case, I will immediately notify you, and I will continue to use my best efforts to ensure that your fees will be protected. I will immediately notify the appropriate insurance companies and any new attorney that the case cannot be concluded without paying your fees in accordance with this lien agreement.

Attorney's Signature: _____ Date: 2-13-13

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**XFINITY Connect**

hansmast@comcast.ne

+ Font Size -

# Reply to David's Deposition

**From :** Paul Dulberg <pdulberg@comcast.net>

Wed, Feb 13, 2013 06:03 PM

**Subject :** Reply to David's Deposition

**To :** Hans Mast <hansmast@comcast.net>

Hans,

In response to your letter about Gagnon's deposition:

In the first place, why would I hold up the very end of a branch with my damaged left arm? And if I did do it as Dave Gagnon said, I would have had my back to him. What he said makes no sense.

In the second place, if you have ever been cut by a chain saw, the last thing on anyone's mind would be making a profit. I was in so much pain that I could not have talked seriously about anything other than stopping the bleeding and getting to a hospital fast.

David did not come into the hospital with me. He dropped me at the door and was parking the car. He was brought into the ER and questioned by the staff that was there. You can check with whoever was working the ER that day. It's not really my word against David's but David's word against those that were working in the ER.

There is one witness as to David talking about making money off of this accident. Mike Mcartor heard David say this to me in David's garage the day I went up to David's house to get his home owner's insurance policy number per your request.
Mike Mcartor is a friend that grew up with David and myself and is currently living at my residence.

Will sign and drop off the medical release forms you requested.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

**XFINITY Connect** hansmast@comcast.ne

+ Font Size -

# Re: Reply to David's Deposition

**From :** Paul Dulberg <pdulberg@comcast.net> Thu, Feb 14, 2013 06:11 PM

**Subject :** Re: Reply to David's Deposition

**To :** Hans Mast <hansmast@comcast.net>

Morning Hans,

After sleeping on the information you shared with me about David's deposition I can't help but to ask a few questions.

Does David's or my version of what happened really matter if at the core of the issue is the manner/proximity in which he used the chainsaw?

Obviously I was seriously hurt because of his misuse of the chainsaw, he doesn't deny he used it too close to me.

From David's professional background of over 20 years of doing auto-body work he should know by now that he shouldn't operate any powered tools in close proximity of another person. He knows the hazards too well from his long history of having to work with air tools, drills, grinders, buffers, hammer drills, reciprocating saws, etc... It's not like he doesn't know what a safe distance is or isn't in order to operate any power driven tool. His so called lack of experience with a chainsaw is no excuse for operating a chain saw so close to another person that he could and in fact did harm them. His own account of me supposedly switching arms and going below the cut plane is a prime example of his knowledge in the use of saws.
How does he know what a cut plane is if he has little or no experience?
Surely somewhere in the past 20 years he took the time to read a manual from any power tool he owned or operated even if he didn't take the time to read the manual of this new chainsaw. Besides, I saw him remove the warning labels on the chainsaw itself and his mother was reading from the manual to find the right mix of gas and oil for the machine. Both of them skipped over the warning section at the front.
Is it in any way my fault that he did not take the time to read any of the numerous warning labels or owners manual?

So, I guess what I am saying is it makes sense for his version of events to differ from mine. Especially since he is the defendant and feels he has much to lose and must come up with something that sounds feasible. But it doesn't excuse the fact that he disregarded the manufactures warning labels, manual, etc... Or that he disregarded his own past experiences in his profession about the safety of the operator and anyone that is in the vicinity of the work being done with any of the various power driven tools he has operated. He knew better and failed to safely operate the saw period. With this brought to light it shouldn't matter if our version of events differ.

And as far as him putting words in my mouth and saying things like I'm going to be rich from this, that I won't have to work again, or that I offered him something in return for a favorable testimony. That's all hogwash and I'm more than positive Mike McArtor who was present during the so called meeting will straighten any of that out. It sounds to me like a desperate measure on his part because he knows he was wrong and wants to turn this into anything other than the fact that he improperly used the chainsaw and is negligible and accountable for his own actions.

David tries very hard to be a perfectionist in everything he does in life. It is understandable under the circumstances that he is going to try and squirm his way out of not being perfect especially since he feels he has so much at stake.

In the end he is 100% at fault but at the same time I'm no fool and understand the risks associated with pushing this to trial so I'm asking your best advise as to when to stop or proceed.

Thanks for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Feb 13, 2013, at 2:40 PM, Hans Mast <hansmast@comcast.net> wrote:

> I dont need the letter..I need witnesses who can show that what he's saying isn't true...
>
> ----- Original Message -----

The Law Offices of Thomas J. Popovich P.C.

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McHenry, Illinois 60050
Telephone: 815.344.3797
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www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

February 11, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please be advised that I just completed the deposition of David Gagnon. David Gagnon is a very interesting character. He testified pretty much as expected. He testified that during the branch cutting you had chosen to hold the branch out in front of you with your left arm and with your right arm down by your side. He said that when he went to cut a limb off the branch you unexpectedly reached over with your right arm and grabbed onto the branch below the cutting point. He did not expect you to do this and therefore, as he cut the branch he also "nipped" your arm. He doesn't believe that he did anything wrong in attempting to cut the branch.

Obviously, this case is going to come down to your word against David's word. With your testimony, it seemed very clear that David was negligent in operating the chainsaw to cause it to strike your right forearm. Unfortunately, David's version of the accident is much different. Given the conflict in the testimony, it is difficult to determine how a jury will ultimately decide liability in this case. If the jury decides for you, you will obviously win. However, if the jury finds for Mr. Gagnon, you will lose. One additional factor is that David testified that you stated after the fall "I may never have to work the rest of my life" and that you urged him to help by offering favorable testimony. If true, this could be problematic to the case.

We have the depositions of Mr. and Mrs. McGuire in a few weeks. I will keep you advised.

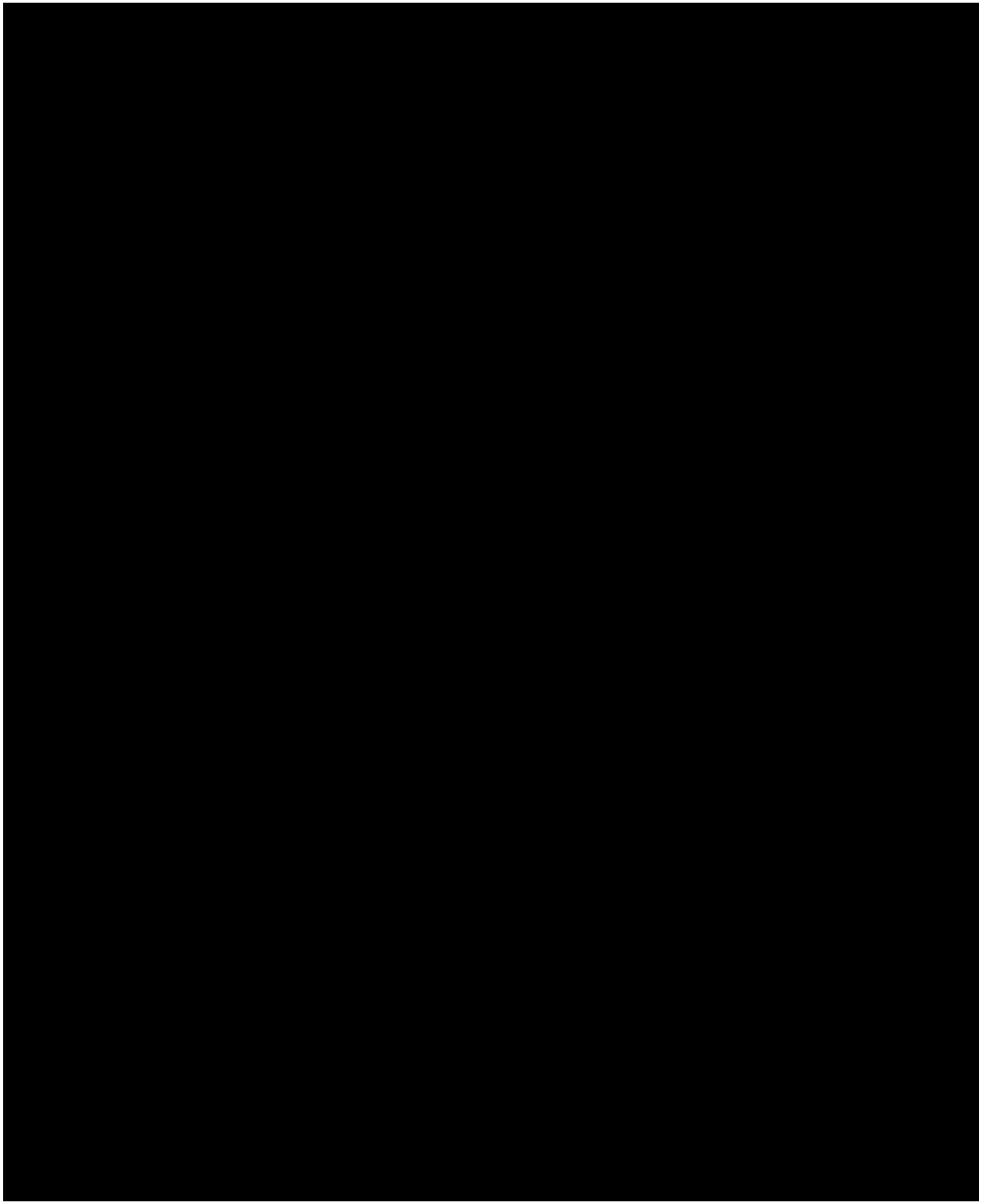
Very truly yours,

COPY

**HANS A. MAST**

smq
S:\Main\DULBERG, PAUL\Letters\Letter to client 2-6-13.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*



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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

February 8, 2013

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed an Authorization for us to obtain medical records on your behalf. Please sign the form and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

COPY

HANS A. MAST

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to client 2-8-13.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

# LETTER OF PROTECTION
## (SAMPLE)

Patient/Client:

Patient Account Number:

I hereby authorize FACILITY to furnish _____ Attorney at Law, with my complete medical records, including examination, treatment diagnosis and prognosis in regard to the accident in which I was involved. I understand that such authorization should be accompanied by an executed Authorization for Disclosure of Protected Health Information in the form attached hereto prior to FACILITY's release of such records.

I give irrevocable authorization to my attorney to pay directly to FACILITY all such sums due for therapy rendered to me as a result of the accident. I further grant a lien on and/or assign any settlement or judgment in which I receive from any claim(s) filed as a result of the accident in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. I further agree to execute such further documents as necessary for FACILITY to preserve its right to enforce said lien and/or assignment.

I fully understand that I am directly and fully responsible to FACILITY for services rendered to me. This agreement is made solely for the purpose of affording FACILITY additional protection. I understand that payment of this obligation in full is not contingent on any settlement, judgment or verdict by which I may eventually recover such fees.

In addition, I understand and agree that payment in full on my account should be made within _____ months of this date unless other financial arrangements have been made. I understand that my account shall be forwarded to FACILITY's collection agency in the event I do not timely pay the account or make other financial arrangements. I further understand that the obligations recited herein (including the obligation to pay for services rendered) shall continue in full force and effect, and shall be binding upon me, my heirs, administrators, executors, successors, and assigns, until and unless all fees for services rendered have been paid in full.

_____ _____

Guarantor's Signature Date Witness's Signature
Date

The undersigned attorney of record for the patient, does agree to observe all terms of this letter of Protection, and agrees to withhold such sums from any settlement, judgment or verdict as may be necessary to protect FACILITY.

_____

Attorney Signature Date

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# Litigation Agreement and Acknowledgement of Financial Responsibility

This Litigation Agreement and Acknowledgement of Financial Responsibility is executed as of _____, 200__, by _____ ("Patient") residing at _____.

WHEREAS, Patient has been prescribed physical therapy for injuries that have occurred in a recent event;

WHEREAS, Patient is pursuing litigation to recover damages for such injury (the "Claim");

WHEREAS, DYNAMIC HAND THERAPY ("Clinic") is willing, as a courtesy to Patient, to delay collection of its fee for the physical/occupational therapy services rendered in order to allow Patient time to recover monetary compensation to cover the cost of the therapy services.

NOW, THEREFORE, IT IS ACKNOWLEDGED AND AGREED THAT:

Clinic agrees to refrain from attempting to collect its fees for services rendered to the Patient which are the subject of the Claim for the period set forth herein, subject to compliance by Patient with Patient's agreements and obligations as set forth herein.

Patient acknowledges and agrees that it is their sole obligation to pay for the therapy services rendered for injuries arising from the event. Patient grants a lien on and/or assigns any settlement or judgment in which Patient receives from the Claim in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. Patient further agrees to execute such further documents as necessary for Clinic to preserve its right to enforce said lien and/or assignment.

Patient agrees that if the Clinic does not receive a satisfactory payment within 365 days from the date on which the last therapy services were rendered related to the Claim, Patient will pay for the therapy services without the necessity of notice or further demand. Patient acknowledges and agrees that In the event Patient does not pay for the therapy services within 395 days from the last date that the therapy services were rendered arising from the Claim, the account will be transferred to our collection agency. Patient agrees to be responsible for any expenses incurred in collecting Patient's account, including all fees, court costs, reasonable attorney's fee, and all other collection related expenses.

By signing below Patient acknowledges that he/she has read, understands and hereby accepts the above obligations and agreements.

Patient Signature:_____ Date: _____

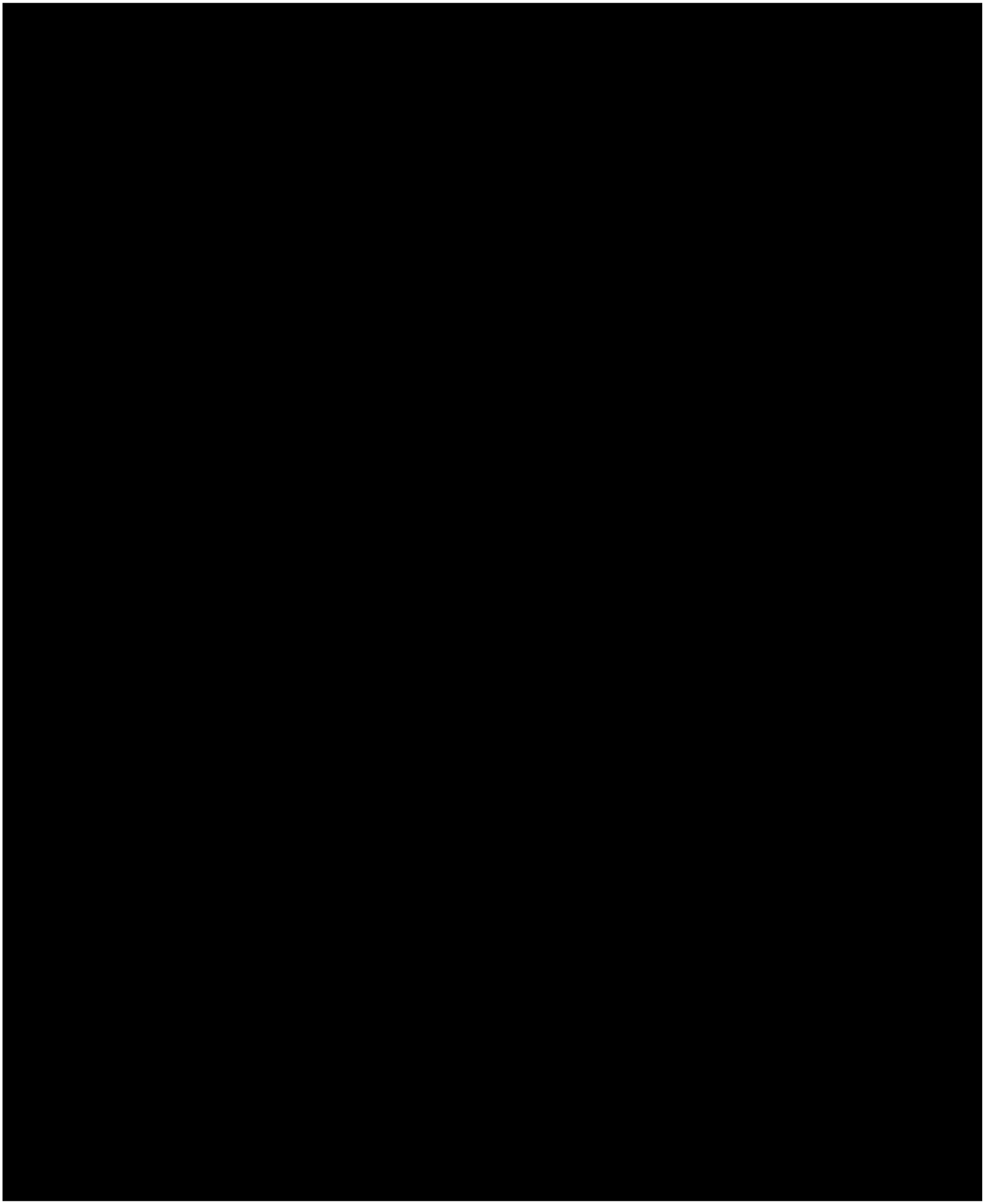
Written Name: _____

Acknowledgement by Clinic:

By:_____ Date: _____

Title:_____

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# HEALTH CARE PROVIDER'S LIEN

Patient: _____

I have a cause of action as a result of injuries sustained by me on _____.

I desire your services as a treating therapy DYNAMIC HAND THERAPY, even though I do not have the funds to personally pay for therapy services at this time.

I understand that I am directly and fully responsible to pay you for all the reasonable and necessary medical bills incurred by me for the rendering of reasonable and necessary services provided by you. This agreement is made in consideration of your continued treatment of me, awaiting payment and foregoing collection efforts.

I give a lien to you on any settlement or jury verdict that I receive as a result of my cause of action. I authorize and direct my attorney to pay directly to you such sum as may be due for services rendered to me, and to withhold such sum from my portion of any settlement or jury verdict. In the event my portion of the recovery is insufficient to cover all of the protected medical bills in my case, then I will promptly reimburse you from my portion of the recovery on an accepted basis with all of my other protected medical bills. I further understand, however, that such pro-rata payment will not be considered payment in full by me, and that I remain fully responsible to pay the balance of my medical bill, and that any personal liability is not contingent on the settlement or jury verdict which I may recover.

Patient's Signature: _____ Date: _____

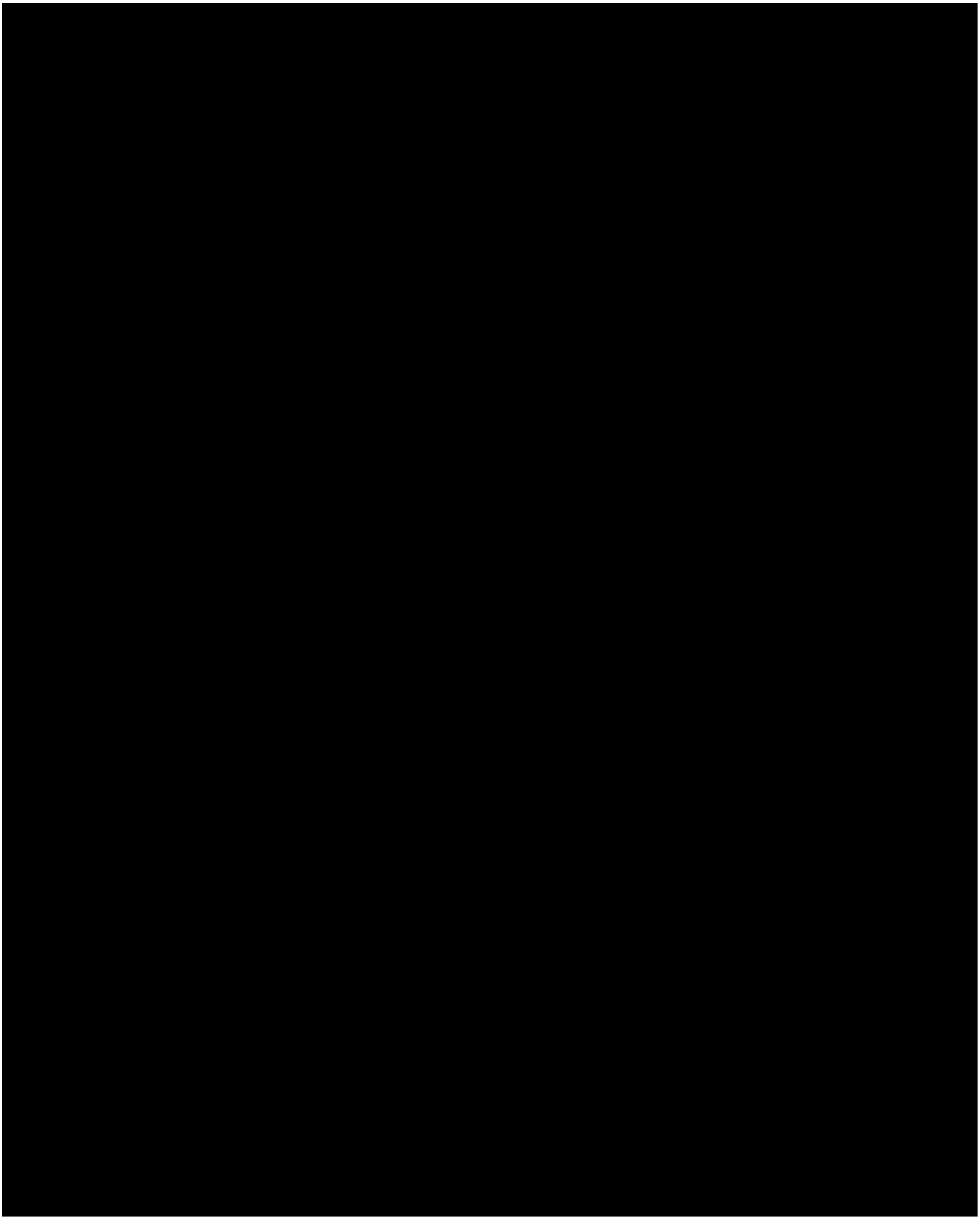
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As the patient's attorney, I acknowledge the above lien. Upon final settlement or jury verdict in this case, I agree to withhold your medical fees from the client's share of any settlement or jury verdict, and forward full payment to you.

It is expressly understood that in the event the attorney-client relationship is terminated prior to resolution of the above referenced client's case, I will immediately notify you, and I will continue to use my best efforts to ensure that your fees will be protected. I will immediately notify the appropriate insurance companies and any new attorney that the case cannot be concluded without paying your fees in accordance with this lien agreement.

Attorney's Signature: _____ Date: _____

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Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
James P. Tutaj
Robert J. Lumber
Theresa M. Freeman

FAXED 2/7

February 7, 2013

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please be advised that you were served with Interrogatories and Production Requests on October 30, 2012. To date we have not received your answers to the above-referenced discovery. Please respond without further delay.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

c: Ronald A. Barch (fax: 815/226-7701)

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Accardo re disc 2-6-13.wpd

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

** Transmit Conf. Report **

P. 1
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Feb 7 2013 03:52pm

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*Mark J. Vogg*
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*Robert J. Lumber*
*Theresa M. Freeman*


February 7, 2013

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
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Enclosure

c: Ronald A. Barch (fax: 815/226-7701)

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*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

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*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

FAXED

January 15, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Counselors:

Please be advised that we would like to produce my client for his deposition on January 24, 2013 at 12:00 p.m. at my office in McHenry. Please contact my assistant, Sheila (squinlan@popovichlaw.com) to go over new dates for defendants' depositions in the above-referenced matter.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to Attys re depos 1-15-13.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

** Transmit Conf.Report **

P.1
LAW OFFICE T POPOVICH Fax 1-815-344-5280

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*Hans A. Mast*
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*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*


January 15, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

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**McHenry County Case: 12 LA 178**

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Thank you for your cooperation.

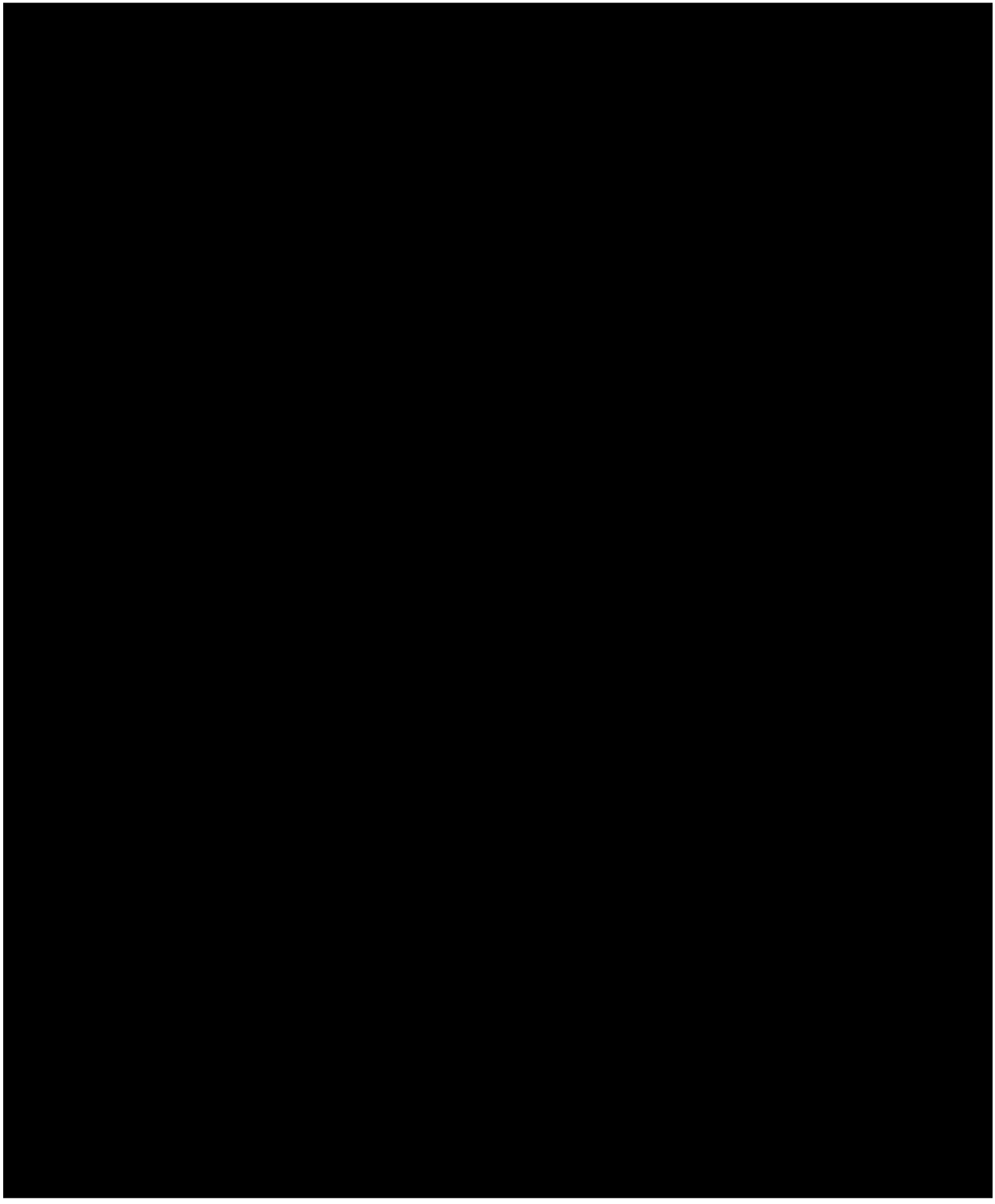
Very truly yours,

HANS A. MAST

smq

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*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*



**XFINITY Connect** hansmast@comcast.ne

+ Font Size -

# Medical update

**From :** Paul Dulberg <pdulberg@comcast.net> Mon, Dec 03, 2012 05:42 PM

**Subject :** Medical update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

I went to see Dr. Sagerman this morning for a follow up from the surgery on my right arm almost 6 months ago. He wants to see me again in 6 weeks for another follow up.

My Mom, Barb, went with me this morning to make sure I talked to him about my left arm. It has been hurting bad for 3 to 4 weeks now and she wanted me to get his advice. Dr. Sagerman had an X-ray done and said it looks good but I have what is called lateral epicondylitis or tennis elbow in my left elbow. He said it was probably just from over use due to me not using my right arm and could be treated. He said I need therapy for the left arm and prescribed 6 weeks of therapy 2 times a week and would follow up with it at the same time as my next appointment for my right arm.

I went to Fox Lake dynamic hand therapy with the prescription to schedule the appointments. They set the appointment for this Friday at 1:30 pm.

When I got home Dynamic Hand Therapy called. They said they cannot see me because this is not part of the litigation pending from my right arm unless the Dr. says it is. And because I have no insurance it would cost me $70.00 a visit.

Which there is no way I can afford. I have no income.

Any advice?

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

November 28, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please be advised that the defense has scheduled your deposition to take place on December 27, 2012 at 1:30 p.m. at our office in McHenry. Please contact my assistant, Sheila upon receipt of this letter to confirm your availability for this date and to schedule a meeting with me one week prior to your deposition date so that I may prepare you for your testimony.

I look forward to meeting with you soon.

Very truly yours,

COPY

smq

S:\Main\DULBERG, PAUL\Letters\Letter to client re dep 11-28-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

November 20, 2012

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Counsel:

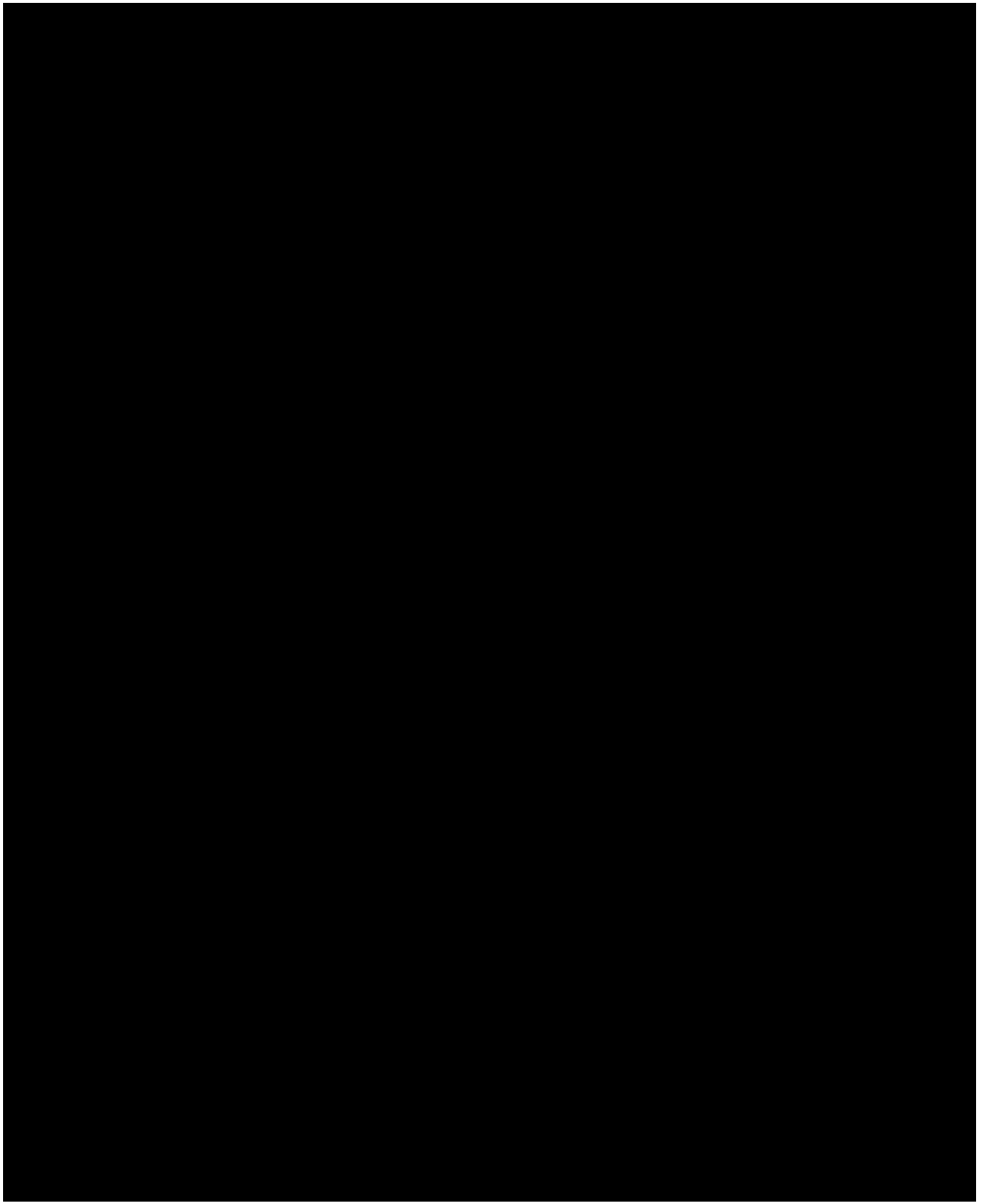
Per Attorney Mast's invitation, I am enclosing a deposition notice for Paul Dulberg (1:30 p.m. on December 27, 2012, at Attorney Mast's Office). This letter will further confirm that Mr. and Mrs. McGuire are available for deposition on Thursday, January 24, 2013 at 12:00 noon and 1:00 p.m., respectively. I will present them in Mr. Mast's office as well.

Please call if you have any questions. I otherwise wish you both a Happy Thanksgiving.

Very truly yours,

RONALD A. BARCH

RB:mj\15ltr.OC
Encl.
cc Tom Malatia (Claim No. 13-2779-11)
Bill and Carolyn McGuire



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

October 30, 2012

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Enclosed please find an executed Authorization signed by my client. Please forward any copies that you receive pursuant to this Authorization to my attention and I will be happy to reimburse you for the copy charges. Thank you.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

c: Ronald A. Barch

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Accardo re auth 10-30-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

## AUTHORIZATION TO FURNISH MEDICAL/EMPLOYMENT INFORMATION

I authorize

D Associates Neurology, 1900 Hollister Drive Suite 250 Libertyville, IL 60048

D McHenry Radiologists Imaging Associates, P.O. Box 220 , McHenry, IL 60051

D Moraine Emergency Physicians, P.O. Box 8759, Philadelphia, PA 19101-8759

D Northern Illinois Medical Center, 4201 Medical Center Drive, McHenry, IL 60050 (815) 344-5000

D Open Advanced MRI of Round Lake, 720 Rollins Road Round Lake Beach, IL 60073

D Mid America Hand to Shoulder, Dr. Marcus Talerico 1419 Peterson Road Libertyville, IL 60048

D Fox Lake Dynamic Hand Therapy 498 S US Highway 12#C Fox Lake, IL 60020

D Sek, 4601 W Rt 120 McHenry, IL

D Hand Surgery Associates and Dr. Sagerman/Biafora 5151 W Algonquin Rd Suite 120 Arlington Heights, IL 6005

E AMS Screw Products High View Spring Grove, IL

to furnish medical/employment information to The Law Office of M. Gerard Gregoire or its agent Compex. Pursuant to the Health Insurance Portability and Accountability Act (H.I.P.A.A.). My understanding of this authorization is as follows:

### INFORMATION TO BE FURNISHED

The Law Office of M. Gerard Gregoire may request information related to my injury on 06/28/2011, including information related to diagnoses, treatment records, bills and assessments of my current and expected physical condition. Additionally, The Law Office of M. Gerard Gregoire may request my medical history as it relates to this injury. This information may include but is not limited to historical medical records, past physical condition, diagnoses, and treatment records and bills. I further understand and consent that the released medical records may contain information on the following: HIV/AIDS related records; Mental Health information; Genetic testing information; and Drug/alcohol diagnosis, treatment or referral information. The Law Office of M. Gerard Gregoire may either review or photocopy this information.

### SOURCES OF INFORMATION

The Law Office of M. Gerard Gregoire may contact any physician, surgeon, dentist, hospital, rehabilitation/convalescent/custodial facility, ambulance owner, nurse, or insurance company, and provide them with a copy of this authorization in order to obtain the necessary information.

USE OF PROVIDED INFORMATION

The Law Office of M. Gerard Gregoire and it representatives will use this information solely for litigation. In some instances, The Law Office of M. Gerard Gregoire may also furnish the information to professional organizations whose purpose is to detect and deter insurance fraud. We may furnish it to other insurance companies to whom a claim has or may be submitted. We may disclose copies of the bills to third parties as needed to seek reimbursement or repayment of benefits paid under the policy. I further understand that the information shall be either destroyed or returned to the provider at the end of litigation.

TIME PERIOD OF THIS AUTHORIZATION

I understand that this authorization will remain valid until the claim is legally concluded. I also understand that I can revoke this authorization at any time by notifying The Law Office of M. Gerard Gregoire in writing.

COPIES OF THIS AUTHORIZATION

I can request a copy of this signed authorization at any time from The Law Office of M. Gerard Gregoire.

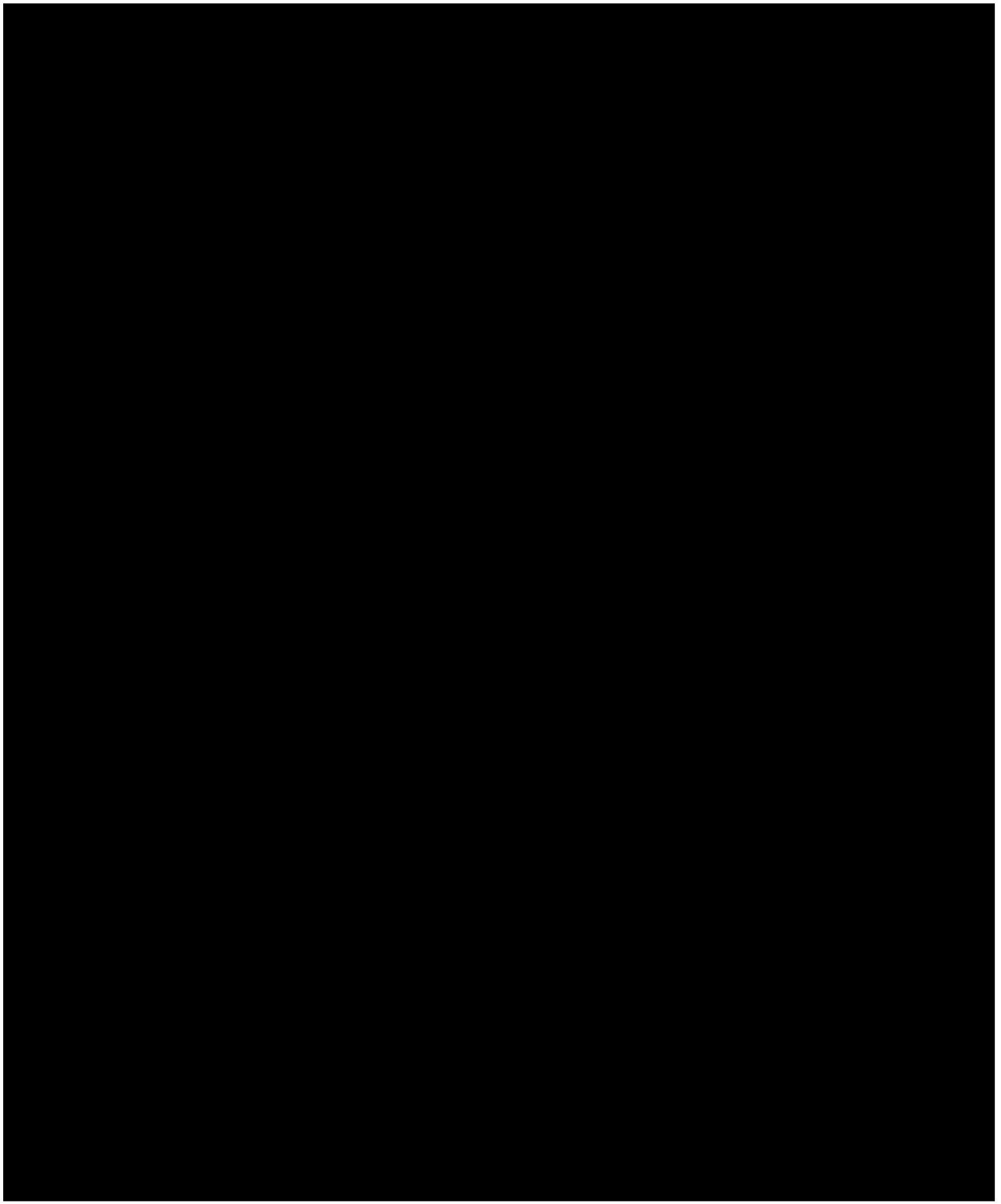
**THIS IS NOT A RELEASE OF MY CLAIM. I understand that it is my decision whether or not to sign this form. I understand that the evaluation of my claim is based on the information available to The Law Office of M. Gerard Gregoire. I understand that signing this form does not mean I have settled my claim.**

**I understand that if the person or entity that receives the information is not a health care provider or health plan covered by the federal privacy regulations the information described above may be re-disclosed and no longer protected by these regulations.**

Paul Dulberg
4606 Hayden Ct., McHenry IL 60050
323-76-4001
03/19/1970

Signature Paul Dulberg Date 10/29/12

**PLEASE COMPLETE AND RETURN THIS FORM TO The Law Office of M. Gerard Gregoire, 200 N LaSalle St Ste 2650, Chicago, IL 60601-1092**



# CICERO, FRANCE, BARCH & ALEXANDER, P.C.

A Professional Corporation
Attorneys at Law

6323 RIVERSIDE BLVD.
ROCKFORD, IL 61114
TELEPHONE: (815) 226-7700
FACSIMILE: (815) 226-7701


## FACSIMILE TRANSMISSION

DATE: October 24, 2012 TIME:

RECEIVING LOCATION: Attorney Hans A. Mast
815/344-5280

Attorney Perry A. Accardo
312/558-9357

FROM: RONALD A. BARCH

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 3

COMMENTS AND/OR SPECIAL INSTRUCTIONS: **The original with enclosures will follow by regular U.S. mail.**

IF PROBLEMS OCCUR DURING TRANSMISSION,
PLEASE CALL (815) 226-7700 AS SOON AS POSSIBLE.

TO THE RECIPIENT:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

THANK YOU.

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

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October 24, 2012

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Counsel:

Pursuant to Carolyn and Bill McGuire's duty to seasonably update prior discovery responses, I enclose herewith copies of records received in response to subpoenas issued to the following entities/providers:

a. Centegra Northern Illinois Medical Center;
b. Associated Neurology, SC.

I have yet to receive any responses to subpoenas issued to Dr. Frank Sek, MidAmerica Hand to Shoulder Clinic, MidAmerica Orthopaedics and AMS Screw Products. I will of course supplement upon receipt of any additional records.

On an additional note, I have written once and called Attorney Accardo twice regarding his Notice of Deposition scheduling David Gagnon for October 31, 2012 at 1:00 p.m. Since Mr. Gagnon is Attorney Accardo's client, I am assuming that the deposition notice contains a misnomer and that he actually intends to depose Paul Dulberg on October 31, 2012 at 1:00 p.m. It would be helpful, however, if one of you would confirm the identity of the deponent scheduled for October 31, 2012, at 1:00 p.m. I remain available to do the deposition of either Paul Dulberg or David Gagnon on that date and at that time.

Please Do Letter confirming 31st Dep

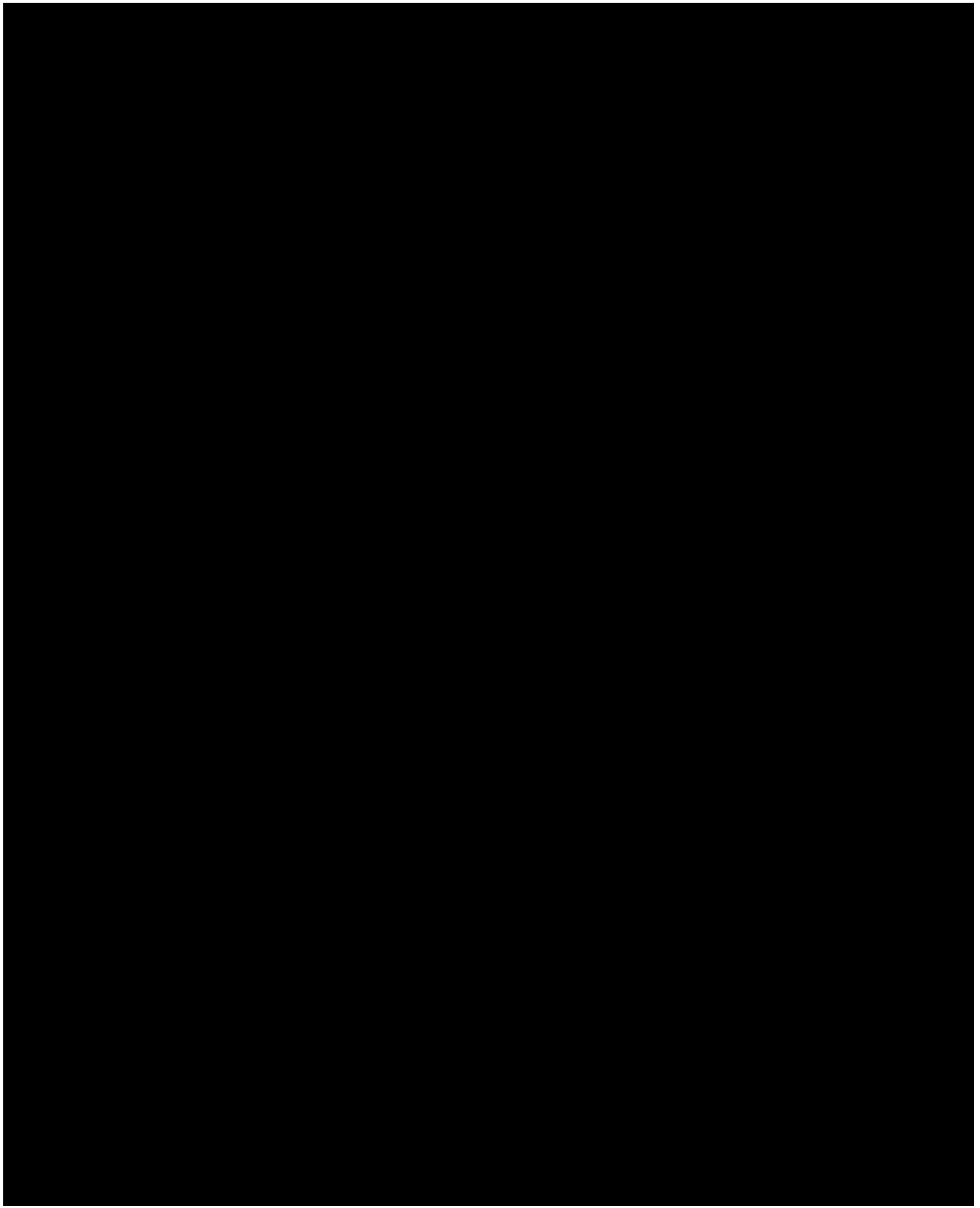
Regarding Carolyn and Bill McGuire, I reiterate that I am not available on November 29, 2012 as I am already committed to depositions in a different case. I therefore will not be producing either of my clients for deposition on November 29, 2012. This letter will further confirm, however, that I am in a position to produce Mr. and Mrs. McGuire on November 26, a date already selected by Mr. Mast for the deposition of Mr. Gagnon.

I look forward to clarification on the deposition scheduled for October 31 and also look forward to hearing from both of you regarding the potential for the depositions of Mr. and Mrs. McGuire on November 26. Thank you.

Very truly yours,

RONALD A. BARCH

RB:mj\14ltr.OC
cc Tom Malatia (Claim No. 13-2779-11)



CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

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October 8, 2012

COPY

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Accardo:

In follow-up to my letter of September 27, 2012, I enclose a copy of Mr. McGuire's sworn and notarized answers to Defendant Gagnon's written interrogatories.

As an aside, I am still waiting to hear from you regarding a new date for the depositions of Bill McGuire and Carolyn McGuire. As I indicated, I cannot do their depositions on the date you unilaterally selected (November 26, 2012). However, I remain open on November 26, November 27 and November 28.

I note that Mr. Mast has issued a noticed scheduling Mr. Gagnon's deposition for Monday, November 26, 2012 (no time set). For economy purposes, I propose that we conduct the depositions of David Gagnon, Bill McGuire and Carolyn McGuire on November 26, 2012. I remain available for Mr. Dulberg's deposition on October 31, 2012, as previously noticed by you.

Very truly yours,

RONALD A. BARCH

RB:mj\12ltr.PAA
Encl.
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Hans A. Mast

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**ANSWER TO DEFENDANT'S, DAVID GAGNON, INTERROGATORIES TO CO-DEFENDANT BILL McGUIRE**

TO: Mr. David Gagnon
c/o Attorney Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Defendant, BILL McGUIRE, by and through HIS attorneys, Cicero, France, Barch & Alexander, PC, and for HIS Answer to Defendant David Gagnon's Interrogatories to Co-Defendant Bill McGuire, states as follows:

1. State the full name of the Defendant answering as well as your current residence address, date of birth, marital status, driver's license number and issuing state, and the last four digits of your social security number, and, if different, give the full name as well as the current address, date of birth, marital status, driver's license number and issuing state, and social security number of the individual signing the answers.

**ANSWER:** William "Bill" McGuire
1016 W. Elder Avenue, McHenry, IL 60051
Married: Carolyn
DOB: July 29, 1952
Defendant objects to providing driver's license information and Social Security Numbers. Such information is highly sensitive and private and is furthermore irrelevant to any issues in the pending lawsuit.

2. State the full name and current residence address of each person who witnessed or claims to have witnessed the occurrence that is the subject of this suit.

**ANSWER:** David Gagnon
39010 90th Place
Genoa City, WI 53128

Paul Dulberg
4606 Hayden
McHenry, IL 60051

3. State the full name and current residence address of each person not named (in 2) above who was present or claims to been present at the scene immediately before, at the time of or immediately after said occurrence.

**ANSWER:** Before and After:
Bill and Carolyn McGuire
1016 W. Elder Avenue
McHenry, IL 60051

4. As a result of said occurrence were you made a Defendant in any criminal or traffic case? If so, state the court, the case number, the charge or charges placed against you and whether or not you pleaded guilty thereto and the final disposition.

**ANSWER:** No.

5. Were you the owner of the chainsaw used in the alleged occurrence? If so, was said chainsaw repaired and, if so, when, where, and by whom and what was the cost of said repairs?

**ANSWER:** Yes, I was the owner of the subject chain saw. It was new and therefore did not require any pre-occurrence repairs. It did not require any post-occurrence repairs either.

6. If you were the owner of the chainsaw in question, were you named or covered under any policy or liability insurance effective on the date of said occurrence and, if so, state the name of each such company, the policy number, the effective period, and the maximum liability limits for each person and each occurrence, including umbrella or excess insurance coverage, property damage and medical payment coverage.

**ANSWER:** Yes, I was the owner of the subject chain saw.
Auto-Owners Insurance Company
Policy No. 48-010-965-01
Eff.: May 9, 2011 thru May 9, 2012
Personal Liability (Each Occurrence): $300,000.00
Medical Payments (Each Person): $1,000.00

7. Do you have any information tending to indicate:

(a) That any Plaintiff was, within the five years immediately prior to said occurrence confined in a hospital, treated by a physician or x-rayed for any reason other than personal injury? If so, state the Plaintiff so involved and give the name and address of each hospital, physician, technician or clinic, the approximate date of such confinement or service and state, in general the reason for such confinement or service.

(b) That any Plaintiff had suffered serious personal injury prior to the date of said occurrence? If so, state each Plaintiff so involved and state when, where, and, in general, how he or she was injured and describe, in general, the injuries suffered.

(c) That any Plaintiff has suffered either (a) any personal injury or (b) serious illness, since the date of said occurrence? If so, state each Plaintiff so involved and, for (a) state when, where and, in general how he or she was injured and describe, in general, thee injuries suffered and for (b) state when he or she was ill and describe, in general the illness.

(d) That any Plaintiff has ever filed any other suit for his or her own personal injuries? If so, state each Plaintiff so involved and give the court in which filed, the year filed and the title and docket number of said case.

**ANSWER:**

a. On information and belief, the answering party believes that Paul Dulberg was involved in a motor vehicle accident that resulted in a shoulder injury of some sort. The answering party does not know of any other details about the auto accident or injuries, if any.
b. See answer to Interrogatory No. 7(a).
c-d. No.

8. Were any photographs, movies and/or videotapes taken of the scene of the occurrence or of the persons or vehicles involved? If so, state the date or dates on which such photographs, movies and/or videotapes were taken, the subjects thereof and who now has custody of them, and the name, address and occupation and employer of the person taking them.

**ANSWER:** None, other than those furnished as part of Plaintiff's discovery response.

9. Have you (or has anyone acting on your behalf) had any conversations with any person at any time with regard to the manner in which the occurrence complained of occurred, or have you overheard any statements made by any person at any time with regard to the injuries complained of by Plaintiff or the manner in which the occurrence complained of occurred? If the answer to this interrogatory is in the affirmative, state the following:

(a) The date or dates of such conversations and/or statements;

(b) The place of such conversations and/or statements;

(c) All persons present for the conversations and/or statements;

(d) The matters and things stated by the person in the conversations and/or statements;

(e) Whether the conversation was oral, and/or recorded; and

(f) Who has possession of the statement if written and/or recorded.

**ANSWER:** (a) thru (f):

On information and belief, David Gagnon and Paul Dulberg were present at the time of the alleged occurrence and therefore know the circumstances surrounding the occurrence. Answering further, Defendants Bill McGuire and Carolyn McGuire were not present at the time of the occurrence but knew that David Gagnon and Paul Dulberg were present on the date of the occurrence. From conversations with David Gagnon, the answering Defendant believes that Mr. Gagnon and Mr. Dulberg had been cutting logs and tree branches into smaller sections without incident. While in the process of cutting tree branches Paul Dulberg unexpectedly and without warning moved his right arm directly in the path of the running chain saw. Answering further, on information and belief, a few weeks after the subject occurrence Paul Dulberg did roofing work and moved heavy pieces of lumber for Mike Thomas, 460 Walbeck Drive, Twin Lakes, WI 53181 (312/961-9655). Investigation continues.

10. Do you know of any statements made by any person relating to the occurrence complained of by the Plaintiff? If so, give the name and address of each such witness and thee date of the statement, and state whether such statement was written and/or oral.

**ANSWER:** See response to Interrogatory No. 9.

11. Had you consumed any alcoholic beverage within twelve (12) hours immediately prior to the occurrence? If so, state the names and addresses of those from whom it was obtained, where it was consumed, the particular kind and amount of alcoholic beverage so consumed by you, and the names and current residence addresses of all persons known by you to have knowledge concerning the consumption of the alcoholic beverages.

**ANSWER:** Objection. This interrogatory seeks irrelevant information. Answering subject to said objection, no.

12. Have you ever been convicted of a misdemeanor involving dishonesty, false statement or a felony? If so, state the nature thereof, the date of the conviction, and the court and the caption in which the conviction occurred. For the purpose of this interrogatory, a plea of guilty shall be considered a conviction.

**ANSWER:** No.

13. Had you used drugs or medications within twenty-four (24) hours immediately prior to the occurrence? If so, state the names and addresses of those from whom it was obtained, where it was used, the particular kind and amount of drug or medication so used by you, and the names and current addresses of all persons known by you to have knowledge concerning the use of the drug or medication.

**ANSWER:** Objection. This interrogatory seeks irrelevant information. Answering subject to said objection, no.

14. Were you employed on the date of the occurrence? If so, state the name and address of your employer, and the date of employment and termination, if applicable. If your answer is in the affirmative, state the position, title and nature of your occupational responsibilities with respect to your employment.

**ANSWER:** Objection. This interrogatory seeks irrelevant information.

15 What was the purpose and/or use for which the chainsaw was being operated at the time of the occurrence?

**ANSWER:** At the time of the alleged occurrence, Defendants Bill McGuire and Carolyn McGuire were in the process of replacing an old shed on their property. Paul Dulberg helped David Gagnon tear down the old shed. The answering Defendant further believes that Mr. Dulberg took the components of the old shed to his property for eventual reassembly. On the date of the occurrence, Mr. Dulberg was helping David Gagnon take down several trees to make

room for a new shed. On information and belief, prior to the occurrence Mr. Gagnon and Mr. Dulberg had been cutting logs and tree branches into smaller sections without incident. While in the process of cutting tree branches Paul Dulberg unexpectedly and without warning moved his right arm directly in the path of the running chain saw.

16. State the names and address of all persons who have knowledge of the purpose for which the vehicle was being used at the time of the occurrence.

**ANSWER:** See answers to Interrogatory Nos. 2, 3 and 15.

17. Do you have any medical and/or physical condition which required a physician's report and/or letter of approval in order to drive? If so, state the nature of the medical and/or physical condition, the physician or other health care professional who issued the letter and/or report, and the names and addresses of any physician or other health care professional who treated you for this condition prior to the occurrence.

**ANSWER:** Objection. This interrogatory seeks irrelevant information. Defendant has not injected his driving capabilities as an issue in the case.

18. State the name and address of any physician, ophthalmologist, optician or other health care professional who performed any eye examination of you with the last five years and the dates of each such examination.

**ANSWER:** Objection. This interrogatory seeks irrelevant information. Defendant has not injected his eye sight as an issue in the case.

19. State the name and address of any physician or other health care professional who examined and/or treated you within the last 10 years and the reason for such examination and/or treatment.

**ANSWER:** Objection. This interrogatory seeks irrelevant information. Defendant has not injected his health as an issue in the case.

20. Pursuant to Illinois Supreme Court Rule 213(f), provide the following:

(a) List the name(s) and address(s) of each lay witness(s) and identify the subjects on which the witness(s) will testify;
(b) List the name(s) and address(s) of each independent witness(s) and identify the subjects on which the witness(s) will testify and the opinions that party expects to elicit;
(c) List the name(s) and address(s) of each controlled expert witness(s) and identify:
  (i) The subject matter on which the witness(s) will testify;
  (ii) The conclusions and opinions of the witness(s) and the bases therefore;
  (iii) The qualifications of the witness(s), and
  (iv) Any reports prepared by the witness(s) about the case.

**ANSWER:**

**Illinois Supreme Court Rule 213(f)(1) – Lay Witnesses:**

The answering party has not yet determined the identity of the witnesses that might be called upon to offer lay witness testimony and opinions at trial. However, each of the following individuals are possible trial witnesses:

a. Paul Dulberg. Presumably, Mr. Kemp will testify about his age, education and work experience. He may testify concerning all the events and occurrences alleged in his complaint. He may also testify concerning his state of health before the events and occurrences alleged in his complaint, the injuries he attributes to the events and occurrences alleged in his complaint, and his current state of health. Lastly, it is anticipated that he will testify concerning all matters covered by his discovery responses and discovery deposition, if taken. Investigation continues.

b. David Gagnon. The answering party does not know the specifics of Mr. Gagnon's potential trial testimony. Presumably, however, Mr. Gagnon will testify about his age, education and work experience. He may testify concerning his connection to Bill McGuire and Carolyn McGuire. He may testify concerning the events and occurrences alleged in Plaintiff's Complaint. He may also testify concerning observations he made about Mr. Dulberg's state of health before the events and occurrences alleged in Plaintiff's Complaint, observations he made about the injuries Mr. Dulberg attributes to the events and occurrences alleged in Plaintiff's Complaint, and observations he made about Mr. Dulberg's current state of health. Lastly, it is anticipated that he will testify concerning all matters covered by his discovery responses and discovery deposition, if taken. Investigation continues.

c. Bill McGuire. If called upon to testify, Mr. McGuire will testify about his age, education and work experience. He will testify concerning his connection to David Gagnon and Carolyn McGuire. He may testify concerning the circumstances surrounding the occurrence alleged in Plaintiff's Complaint. He may also testify concerning observations he made about Mr. Dulberg's state of health immediately after and since the occurrence alleged in Plaintiff's Complaint, including observations he made about the injuries Mr. Dulberg attributes to the occurrence alleged in Plaintiff's Complaint. Lastly, it is anticipated that he will testify concerning all matters covered by his discovery responses and discovery deposition, if taken. Investigation continues.

d. Carolyn McGuire. If called upon to testify, Mrs. McGuire will testify about her age, education and work experience. She will testify concerning her connection to David Gagnon and Bill McGuire. She may testify concerning the circumstances surrounding the occurrence alleged in Plaintiff's Complaint. She may also testify concerning observations she made about Mr. Dulberg's state of health immediately after and since the occurrence alleged in Plaintiff's Complaint, including observations she made about the injuries Mr. Dulberg attributes to the occurrence alleged in Plaintiff's Complaint. Lastly, it is anticipated that she will testify concerning all matters covered by her discovery responses and discovery deposition, if taken. Investigation continues.

e. Mike Thomas. If called upon to testify, Mr. Thomas may testify about his age, education and work experience. He may testify concerning his connection to Paul Dulberg. He may also testify concerning observations he made about Mr. Dulberg's state of health after the occurrence alleged in Plaintiff's Complaint, including observations he made of Mr. Dulberg performing roofing work and moving lumber. Lastly, it is anticipated that he will testify concerning all matters covered in his discovery deposition, if taken. Investigation continues.

f. Investigation continues.

**Illinois Supreme Court Rule 213(f)(2) – Independent Opinion Witnesses.**

To the extent any of the individuals disclosed above as potential Rule 213(f)(1) witnesses also qualify for disclosure as an independent expert witness within the meaning of Illinois Supreme Court Rule 213(f)(2), the responding Defendants incorporate the above Rule 213(f)(1) disclosure as though fully and completely set forth herein as a Rule 213(f)(2) disclosure. Answering further, the responding Defendants further incorporate the identity and opinions of any medical provider that treated Plaintiff for injuries he claims are associated with the occurrence

alleged in his Complaint. For additional detail, see the medical records and materials produced by Plaintiff as part of his production response. Investigation continues.

**Illinois Supreme Court Rule 213(f)(3) – Controlled Opinion Witnesses.**

None at this time. Answering further, Defendants reserve the right to retain and disclose controlled opinion witnesses and will do so, if necessary, in accordance with all applicable court orders and discovery rules.

21. List the names and addresses of all other persons (other than yourself and persons heretofore listed) who have knowledge of the facts of said occurrence and/or of the injuries and damages claimed to have resulted therefrom.

**ANSWER:** None, other than as disclosed in response to the interrogatories above.

22. Identify any statements, information and/or documents known to you and requested by any of the foregoing Interrogatories which you claim to be work product or subject to any common law or statutory privilege, and with respect to each Interrogatory, specify the legal basis for the claim as required by Supreme Court Rule 201(n).

**ANSWER:** None at this time.

BILL MCGUIRE, Defendant, by his attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS )
) SS
COUNTY OF WINNEBAGO )

BILL McGUIRE, being first duly sworn on oath, deposes and states that he is one of the defendants herein; that he has read the foregoing interrogatory answers; and that the interrogatory answers herein are true, correct and complete to the best of his knowledge and belief.

William J McGuire
Bill McGuire

Subscribed and sworn to before
me on the _____ day September, 2012.

Notary Public

Subscribed and sworn to before me
this October day of 02 2012
at Lake, State of Illinois.
Notary Public

"OFFICIAL SEAL"
KRISTEN M. CAVANAUGH
Notary Public, State of Illinois
My Commission Expires July 13, 2016

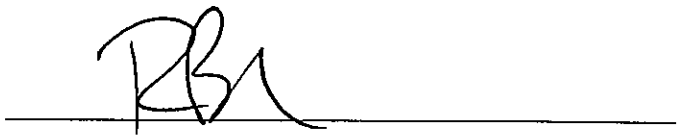
## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

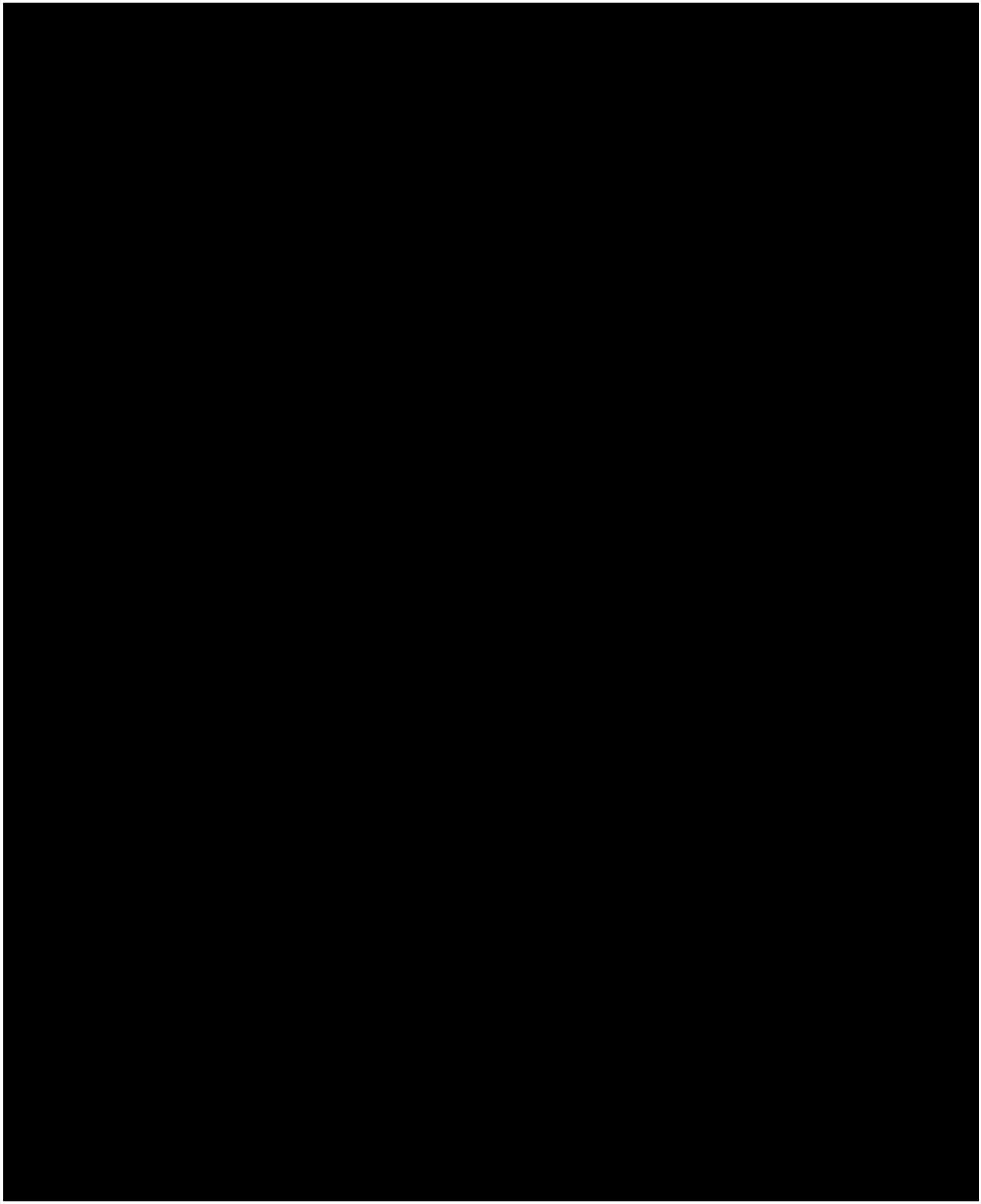
Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 9/27/12.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)



**XFINITY Connect** hansmast@comcast.ne

+ Font Size -

# MedChex question

**From :** Paul Dulberg <pdulberg@comcast.net> Fri, Aug 24, 2012 04:32 PM

**Subject :** MedChex question

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

I looked into the MedChex question.

When I called Open Advanced MRI of Round Lake to get the amount owed I was referred to their corporate office. The corporate office had told me my balance was $0.00. They looked into who paid the bill and mailed me a breakdown of everything they charged, payments made and any adjustments. The corporate office at OPEN ADVANCED MRI did not know who MedChex was. They said it looked like an insurance payment was what paid my bill. Below is a breakdown of the billing from the corporate office at OPEN ADVANCED MRI.

Original charges from open advanced MRI of round lake.

$1510.00 for the MRI on 02/03/2012
$75.00 for the injection on 02/03/2012

$1585.00 total charges from open advanced MRI of round lake on 02/03/2012

MedChex paid

$800.00 for the MRI on 02/23/2012
$0.00 for the injection on 02/23/2012

An adjustment was made to the original charges from open advanced MRI in the amounts of

$710.00 for the MRI on 02/23/2012
$75.00 for the injection on 02/23/2012

My balance due reads $0.00

After a bit of searching the web I came across the contact info for MedChex, gave them a call and asked how they came to pay off my bill with OPEN ADVANCED MRI and what their terms were for paying off the bill.

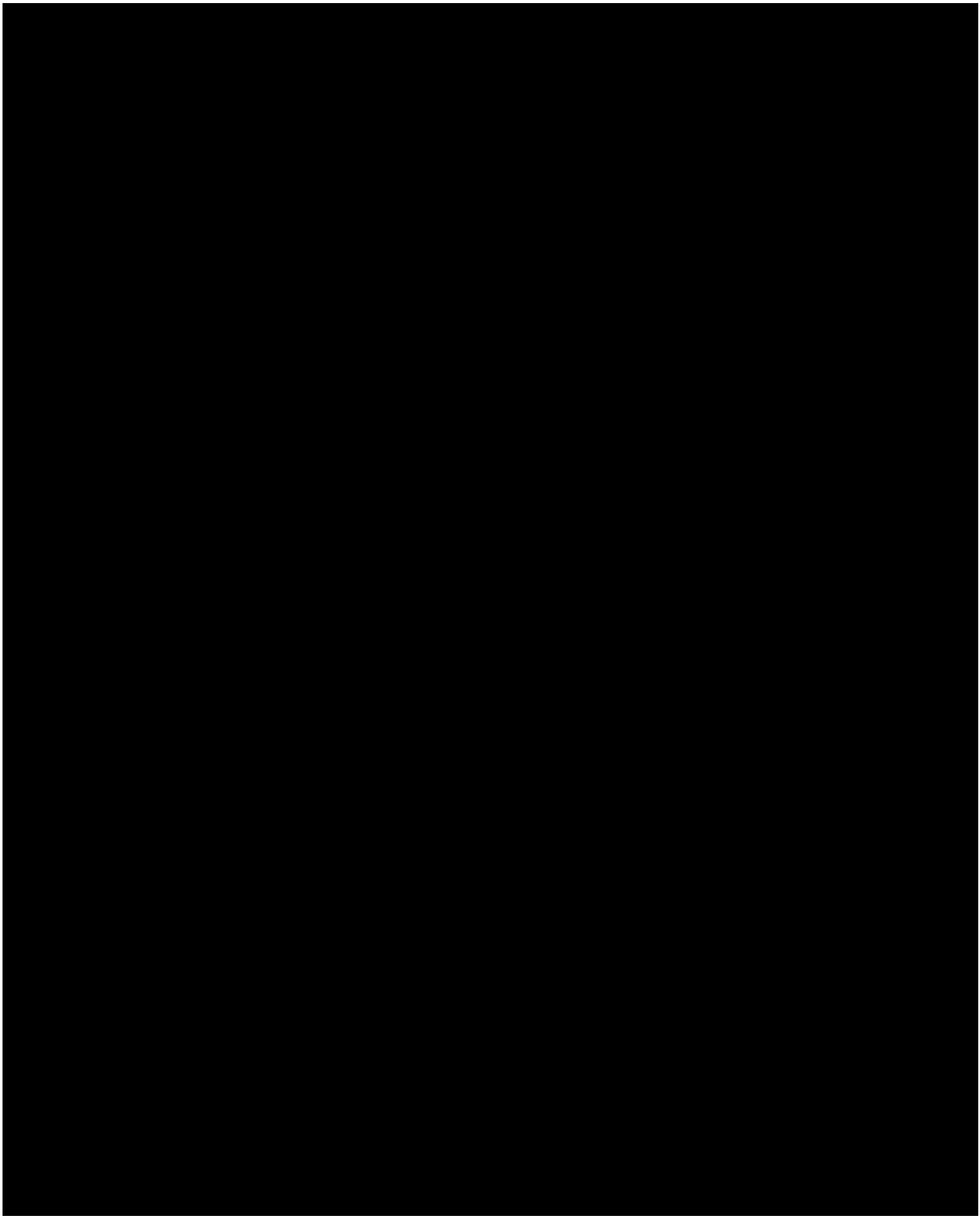
MedChex claimed I owe them $3,390.00 for the MRI as of 08/22/2012

The customer Representitives supervisor I spoke with at medchex was named Tish.
Telephone number: (866) 959-1100
Extension: 109

Tish would not provide me with the terms or how MedChex came to negotiate and pay off my bill with OPEN ADVANCED MRI. She would simply repeat that they are a service to help those with no insurance and will be receiving a settlement for injuries. She told me that i did not need to worry about the increased amount from the original billing from OPEN ADVANCED MRI because a settlement would be paying for it. She demanded that I fax her a copy of the billing breakdown from Open Advanced MRI at 888-317-0260. She said that I was never supposed to see what the original billing was and that it is just wrong that I have it and that she would not discuss the terms or how MedChex became involved till I sent this copy to her office. That ended the conversation.

Hans, the only person/firm I ever authorized to handle any and all of my negotiations for medical billing is you and your firm. I will bring in the breakdown from OPEN ADVANCED MRI to your office on Monday along with a few other bills I have collected.

Paul Dulberg
847-497-4250
Sent from my iPad



CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

October 24, 2012

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire* (McHenry County Case No. 12 LA 178)

Dear Counsel:

Pursuant to Carolyn and Bill McGuire's duty to seasonably update prior discovery responses, I enclose herewith copies of records received in response to subpoenas issued to the following entities/providers:

a. Centegra Northern Illinois Medical Center;
b. Associated Neurology, SC.

I have yet to receive any responses to subpoenas issued to Dr. Frank Sek, MidAmerica Hand to Shoulder Clinic, MidAmerica Orthopaedics and AMS Screw Products. I will of course supplement upon receipt of any additional records.

please resp

On an additional note, I have written once and called Attorney Accardo twice regarding his Notice of Deposition scheduling David Gagnon for October 31, 2012 at 1:00 p.m. Since Mr. Gagnon is Attorney Accardo's client, I am assuming that the deposition notice contains a misnomer and that he actually intends to depose Paul Dulberg on October 31, 2012 at 1:00 p.m. It would be helpful, however, if one of you would confirm the identity of the deponent scheduled for October 31, 2012, at 1:00 p.m. I remain available to do the deposition of either Paul Dulberg or David Gagnon on that date and at that time.

Regarding Carolyn and Bill McGuire, I reiterate that I am not available on November 29, 2012 as I am already committed to depositions in a different case. I therefore will not be producing either of my clients for deposition on November 29, 2012. This letter will further confirm, however, that I am in a position to produce Mr. and Mrs. McGuire on November 26, a date already selected by Mr. Mast for the deposition of Mr. Gagnon.

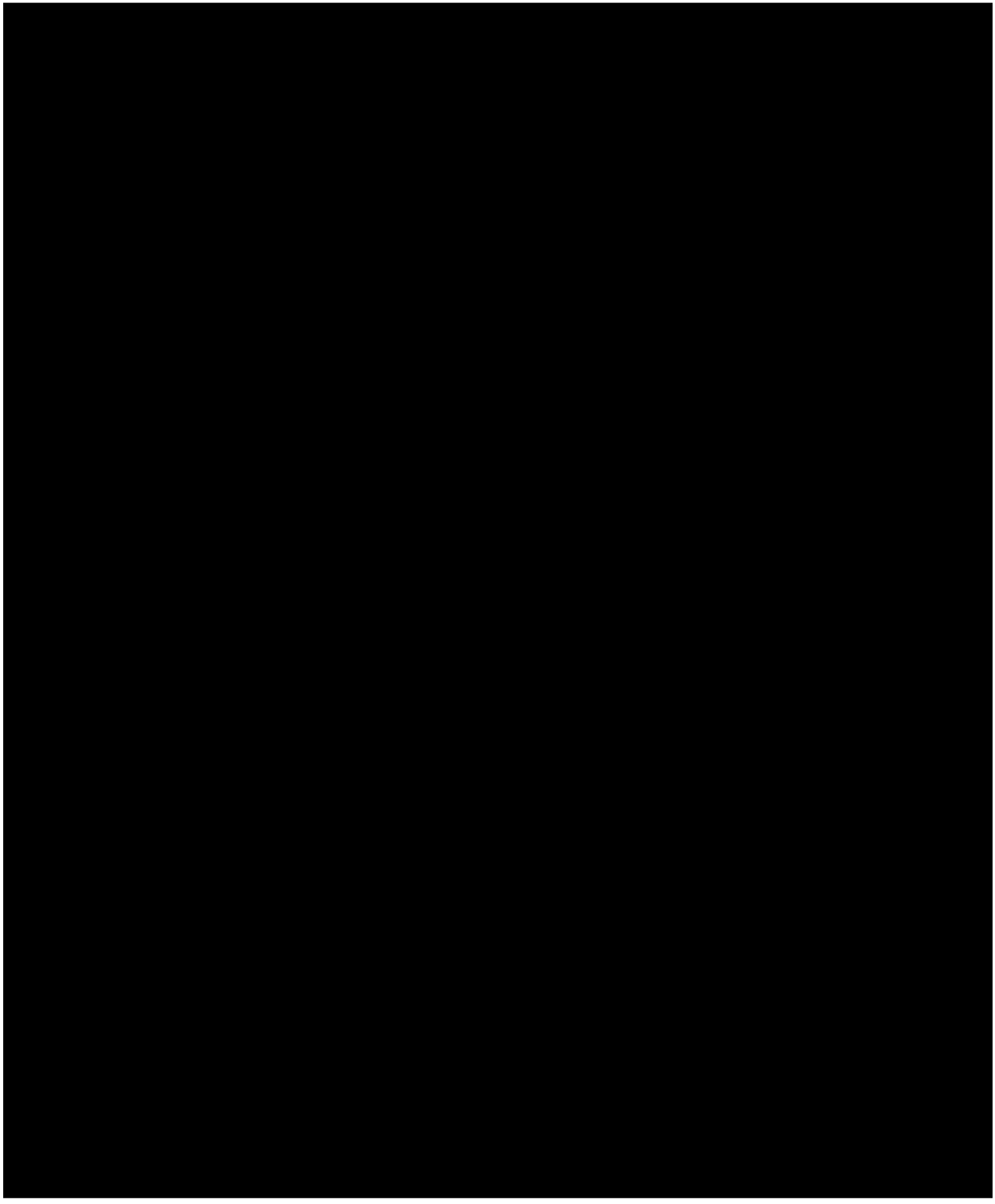
I look forward to clarification on the deposition scheduled for October 31 and also look forward to hearing from both of you regarding the potential for the depositions of Mr. and Mrs. McGuire on November 26. Thank you.

Very truly yours,

RBr

RONALD A. BARCH

RB:mj\14ltr.OC
cc Tom Malatia (Claim No. 13-2779-11)



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

October 17, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed an Authorization to Furnish Medical/Employment Information form to obtain medical records on your behalf. Please sign the form and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to client re auth 10-17-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

AUTHORIZATION TO FURNISH MEDICAL/EMPLOYMENT INFORMATION

I authorize

D Associates Neurology, 1900 Hollister Drive Suite 250 Libertyville, IL 60048

D McHenry Radiologists Imaging Associates, P.O. Box 220 , McHenry, IL 60051

D Moraine Emergency Physicians, P.O. Box 8759, Philadelphia, PA 19101-8759

D Northern Illinois Medical Center, 4201 Medical Center Drive, McHenry, IL 60050 (815) 344-5000

D Open Advanced MRI of Round Lake, 720 Rollins Road Round Lake Beach, IL 60073

D Mid America Hand to Shoulder, Dr. Marcus Talerico 1419 Peterson Road Libertyville, IL 60048

D Fox Lake Dynamic Hand Therapy 498 S US Highway 12#C Fox Lake, IL 60020

D Sek, 4601 W Rt 120 McHenry, IL

D Hand Surgery Associates and Dr. Sagerman/Biafora 5151 W Algonquin Rd Suite 120 Arlington Heights, IL 6005

E AMS Screw Products High View Spring Grove, IL

to furnish medical/employment information to The Law Office of M. Gerard Gregoire or its agent Compex. Pursuant to the Health Insurance Portability and Accountability Act (H.I.P.A.A.). My understanding of this authorization is as follows:

INFORMATION TO BE FURNISHED

The Law Office of M. Gerard Gregoire may request information related to my injury on 06/28/2011, including information related to diagnoses, treatment records, bills and assessments of my current and expected physical condition. Additionally, The Law Office of M. Gerard Gregoire may request my medical history as it relates to this injury. This information may include but is not limited to historical medical records, past physical condition, diagnoses, and treatment records and bills. I further understand and consent that the released medical records may contain information on the following: HIV/AIDS related records; Mental Health information; Genetic testing information; and Drug/alcohol diagnosis, treatment or referral information. The Law Office of M. Gerard Gregoire may either review or photocopy this information.

SOURCES OF INFORMATION

The Law Office of M. Gerard Gregoire may contact any physician, surgeon, dentist, hospital, rehabilitation/convalescent/custodial facility, ambulance owner, nurse, or insurance company, and provide them with a copy of this authorization in order to obtain the necessary information.

USE OF PROVIDED INFORMATION

The Law Office of M. Gerard Gregoire and it representatives will use this information solely for litigation. In some instances, The Law Office of M. Gerard Gregoire may also furnish the information to professional organizations whose purpose is to detect and deter insurance fraud. We may furnish it to other insurance companies to whom a claim has or may be submitted. We may disclose copies of the bills to third parties as needed to seek reimbursement or repayment of benefits paid under the policy. I further understand that the information shall be either destroyed or returned to the provider at the end of litigation.

TIME PERIOD OF THIS AUTHORIZATION

I understand that this authorization will remain valid until the claim is legally concluded. I also understand that I can revoke this authorization at any time by notifying The Law Office of M. Gerard Gregoire in writing.

COPIES OF THIS AUTHORIZATION

I can request a copy of this signed authorization at any time from The Law Office of M. Gerard Gregoire.

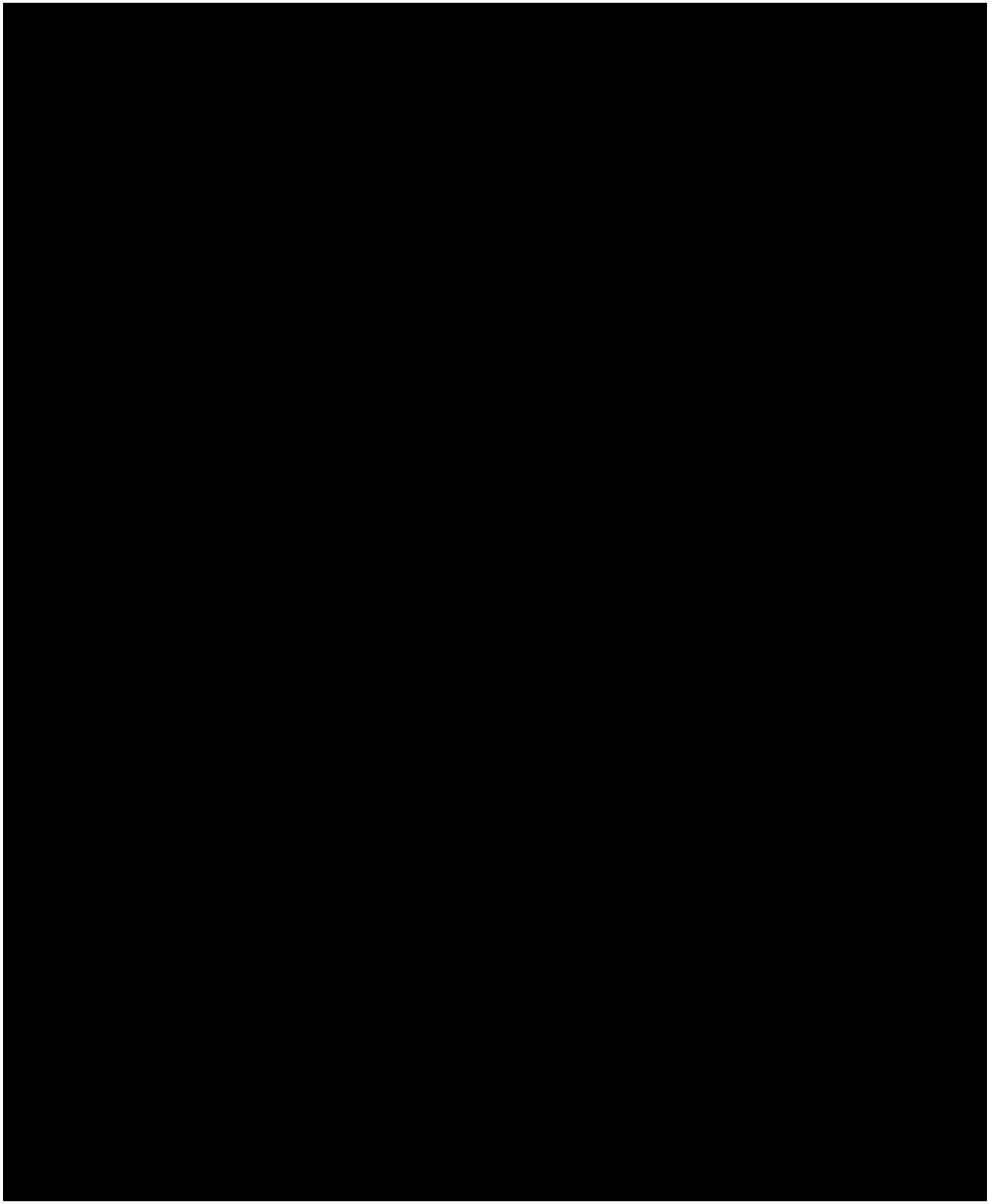
**THIS IS NOT A RELEASE OF MY CLAIM. I understand that it is my decision whether or not to sign this form. I understand that the evaluation of my claim is based on the information available to The Law Office of M. Gerard Gregoire. I understand that signing this form does not mean I have settled my claim.**

**I understand that if the person or entity that receives the information is not a health care provider or health plan covered by the federal privacy regulations the information described above may be re-disclosed and no longer protected by these regulations.**

Paul Dulberg
4606 Hayden Ct., McHenry IL 60050
323-76-4001
03/19/1970

Signature _____ Date _____

PLEASE COMPLETE AND RETURN THIS FORM TO The Law Office of M. Gerard Gregoire, 200 N LaSalle St Ste 2650, Chicago, IL 60601-1092



# Allstate Insurance Company – STAFF COUNSEL

## Staff Counsel Employees Allstate Insurance Company, Encompass Insurance, and Esurance Insurance Company

*All Attorneys are Employees of Allstate Insurance Company*

# FAX

Sent for sign

**Date** Wednesday, October 17, 2012

**Number of Pages** (including cover sheet) 03

**To** Mr. Hans Mast

**Fax** 1-815-344-5280

**From** Rodriguez, Maria E.

**Phone** (312) 558-9812

**E-Mail** Maria.Rodriguez@allstate.com

**Notes**

Dulberg vs. Gagnon, et al.

Notice of Confidentiality: The document accompanying this facsimile transmission contains information which is confidential or otherwise protected from disclosure. The information is intended only for the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the return of the original document.

## AUTHORIZATION TO FURNISH MEDICAL/EMPLOYMENT INFORMATION

**I authorize**

**D Associates Neurology, 1900 Hollister Drive Suite 250 Libertyville, IL 60048**

**D McHenry Radiologists Imaging Associates, P.O. Box 220 , McHenry, IL 60051**

**D Moraine Emergency Physicians, P.O. Box 8759, Philadelphia, PA 19101-8759**

**D Northern Illinois Medical Center, 4201 Medical Center Drive, McHenry, IL 60050 (815) 344-5000**

**D Open Advanced MRI of Round Lake, 720 Rollins Road Round Lake Beach, IL 60073**

**D Mid America Hand to Shoulder, Dr. Marcus Talerico 1419 Peterson Road Libertyville, IL 60048**

**D Fox Lake Dynamic Hand Therapy 498 S US Highway 12#C Fox Lake, IL 60020**

**D Sek, 4601 W Rt 120 McHenry, IL**

**D Hand Surgery Associates and Dr. Sagerman/Biafora 5151 W Algonquin Rd Suite 120 Arlington Heights, IL 6005**

**E AMS Screw Products High View Spring Grove, IL**

**to furnish medical/employment information to The Law Office of M. Gerard Gregoire or its agent Compex. Pursuant to the Health Insurance Portability and Accountability Act (H.I.P.A.A.). My understanding of this authorization is as follows:**

**INFORMATION TO BE FURNISHED**

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**SOURCES OF INFORMATION**

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**USE OF PROVIDED INFORMATION**
The Law Office of M. Gerard Gregoire and it representatives will use this information solely for litigation. In some instances, The Law Office of M. Gerard Gregoire may also furnish the information to professional organizations whose purpose is to detect and deter insurance fraud. We may furnish it to other insurance companies to whom a claim has or may be submitted. We may disclose copies of the bills to third parties as needed to seek reimbursement or repayment of benefits paid under the policy. I further understand that the information shall be either destroyed or returned to the provider at the end of litigation.

**TIME PERIOD OF THIS AUTHORIZATION**
I understand that this authorization will remain valid until the claim is legally concluded. I also understand that I can revoke this authorization at any time by notifying The Law Office of M. Gerard Gregoire in writing.

**COPIES OF THIS AUTHORIZATION**
I can request a copy of this signed authorization at any time from The Law Office of M. Gerard Gregoire.

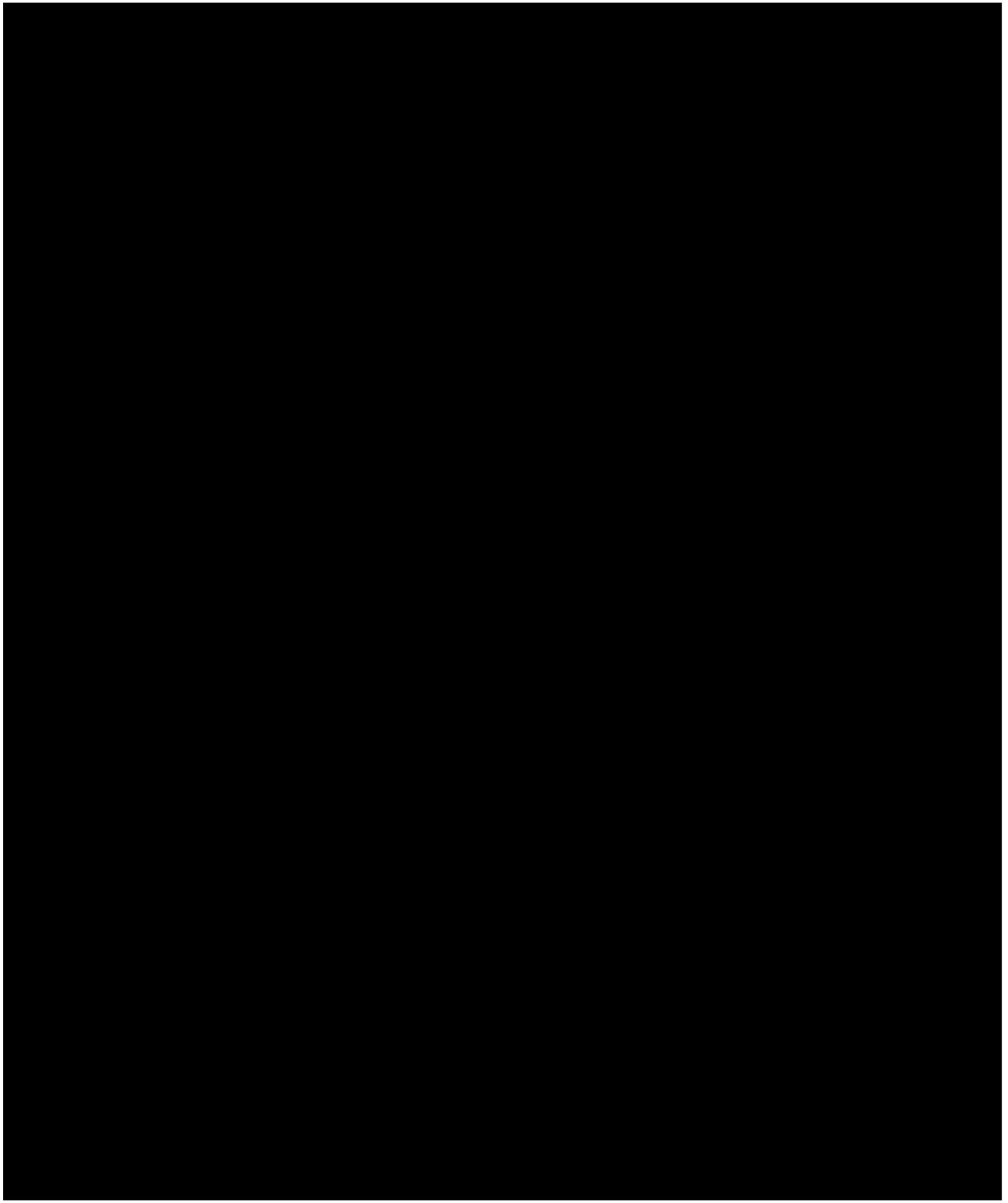
**THIS IS NOT A RELEASE OF MY CLAIM. I understand that it is my decision whether or not to sign this form. I understand that the evaluation of my claim is based on the information available to The Law Office of M. Gerard Gregoire. I understand that signing this form does not mean I have settled my claim.**

**I understand that if the person or entity that receives the information is not a health care provider or health plan covered by the federal privacy regulations the information described above may be re-disclosed and no longer protected by these regulations.**

**Paul Dulberg**
**4606 Hayden Ct., McHenry IL 60050**
**323-76-4001**
**03/19/1970**

Signature _____ Date _____

**PLEASE COMPLETE AND RETURN THIS FORM TO The Law Office of M. Gerard Gregoire, 200 N LaSalle St Ste 2650, Chicago, IL 60601-1092**



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

October 4, 2012

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Pursuant to your subpoena for records from AMS Screw Products, please send me copies of what you receive pursuant to this subpoena and I would be happy to reimburse you for the duplication fee.

Very truly yours,

COP

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Barch 10-4-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

†*Also Licensed in Wisconsin*

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*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

October 2, 2012

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Pursuant to your request, please find color copies of my client's injuries in reference to the above-referenced matter.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Barch 10-2-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

†*Also Licensed in Wisconsin*

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

September 27, 2012

Please send CC - See attached

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

Plaintiff's production response included twelve (12) photocopies of photographs depicting Mr. Dulberg and his arm. I need to supply color copies of the photographs to McGuire's insurance carrier. Accordingly, please provide me with color copies of all twelve (12) photographs at your earliest convenience. Alternatively, e-mail the twelve (12) photographs to me at Rb@cicerofrance.com. I can print the photos on my end with a color copier.

Give me a call if you have any questions concerning this request. I otherwise look forward to receiving the color copies at your earliest convenience.

Very truly yours,

RONALD A. BARCH

RB:mj\10ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

October 1, 2012

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed the Plaintiffs' previously filed discovery responses from the Plaintiff in the above-referenced matter.

If you have any questions, please feel free to call.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosures

c: Ronald A. Barch

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Accardo re disc 9-27-12.wpd

†*Also Licensed in Wisconsin*



*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

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3416 W. Elm Street
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*Hans A. Mast*
*John A. Kornak†*
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

September 12, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed your medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $40,633.21.

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosures

S:\Main\DULBERG, PAUL\Letters\Letter to client re MER 9-12-12.wpd

*†Also Licensed in Wisconsin*

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
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*Thomas J. Popovich*
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*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

August 22, 2012

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please be advised that to my knowledge, David Gagnon has been served in the suit. I do not believe he has appeared yet in the case.

Please advise.

Very truly yours,

COPY

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Barch 8-22-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

†*Also Licensed in Wisconsin*

**XFINITY Connect**

hansmast@comcast.ne

+ Font Size -

# Medical update

**From :** Paul Dulberg <pdulberg@comcast.net> Wed, Aug 08, 2012 03:00 PM

**Subject :** Medical update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

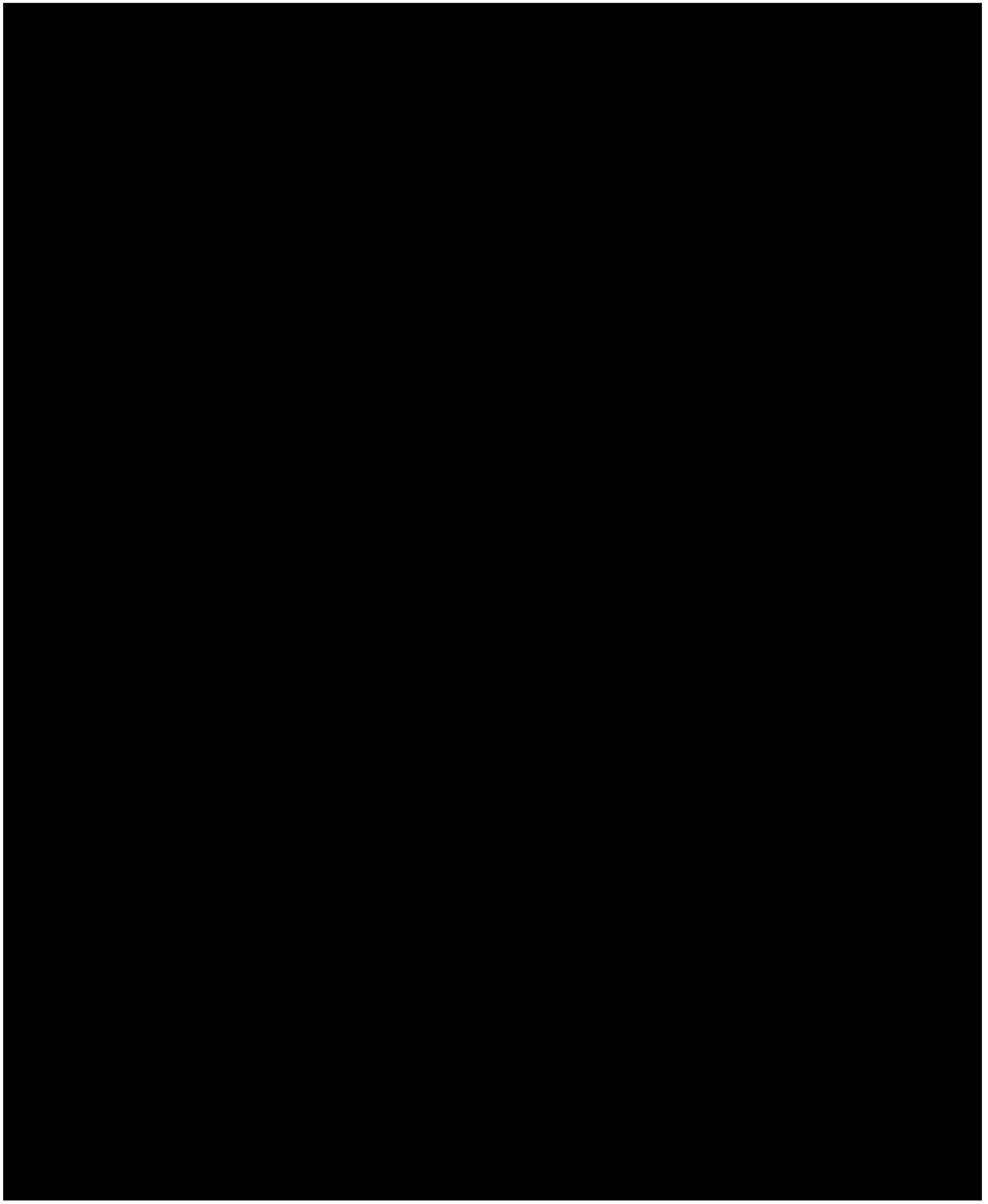
Had another Dr's appointment with Dr. Sagerman at hand surgery associates. He read me the findings from the surgery. He said the chainsaw did not cut the ulnar nerve but the nerve was compressed in the ulnar groove at the elbow. Probably from scar tissue growing in the forearm and pulling the nerve tight in the ulnar groove. The scar tissue had apparently grown and attached my muscles to the skin and each other. Dr Sagerman said they managed to separate the muscles and skin.

I have another appointment with Dr.Sagerman in a month and am doing physical therapy.

I will send a few pictures of what the arm looks like 1 month after the surgery as soon as I can get someone to use the camera for me today.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

August 20, 2012

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Enclosed please find an executed Authorization signed by my client. Please forward any copies that you receive pursuant to this Authorization to my attention and I will be happy to reimburse you for the copy charges. Thank you.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Barch re Auth 8-20-12.wpd

†*Also Licensed in Wisconsin*



*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

## HIPAA RECORDS RELEASE AUTHORIZATION

I, the undersigned, hereby authorize and allow release of medical and personal health information and records pertaining to Plaintiff, PAUL DULBERG (DOB: March 19, 1970), to the parties, and attorneys for those parties, in the action that has been filed entitled *Paul Dulberg, Plaintiff, v. David Gagnon, individually and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, individually, Defendants,* Case No. 12 LA 178, in the Circuit Court of the 122nd Judicial Circuit, McHenry County, Illinois ("the litigation").

I understand that the information that can be obtained by presentation of this Authorization includes copies of any and all hospital, clinic or doctor's records, notes, memoranda, pathology, radiology, surgical or other specialists or consultant reports, lab or test results, physical therapy records, inpatient and outpatient records, index cards, patient information or history sheets, prescription information, correspondence, billing and payment records, insurance information, photographs and all other related information and documents concerning this patient.

This Authorization may be used by my attorney to obtain any of the above information. This Authorization may also be used by any party to this litigation, to obtain any of the above information; however, this Authorization can only be used by other parties if accompanied by a valid subpoena or production request for those records with notice of that subpoena or production request to my attorney.

I understand that this Authorization may be used to obtain records of any health care provider or health insurer that may have medical information about me.

I understand that this Authorization is being provided for purposes of the litigation. The records and information obtained by use of this Authorization may be used in that litigation by the parties, including providing this material to experts or consultants, use of it at depositions and other discovery, as well as filing such records in court with pleadings or discovery documents.

This Authorization, unless otherwise revoked, shall be valid during the course of this litigation and until its resolution.

I understand that I may revoke this Authorization by instructing my attorney to advise all parties in writing that this Authorization is revoked.

By accepting and honoring this Authorization, any entity covered by the Health Insurance Portability and Accounting Act (hereinafter referred to as "HIPAA") agrees that the disclosure of the information will have no effect on my ability or inability to receive treatment, payment, enrollment or benefits from the entity providing the records.

I understand that by signing this Authorization otherwise protected health information about me may be disclosed by the parties that receive it and that those parties are not restricted by HIPAA or its regulation as to how they may disclose the information that is provided pursuant to this Authorization.

I understand that a photocopy of this Authorization shall have the same force and effect as the original.

It is my earnest desire to move forward with the prosecution of the lawsuit as expeditiously as possible and I do not want to have to sign multiple authorizations as additional medical providers to myself are identified. Therefore, I specifically request that all of my medical providers honor this authorization, even though they are not specifically identified herein.

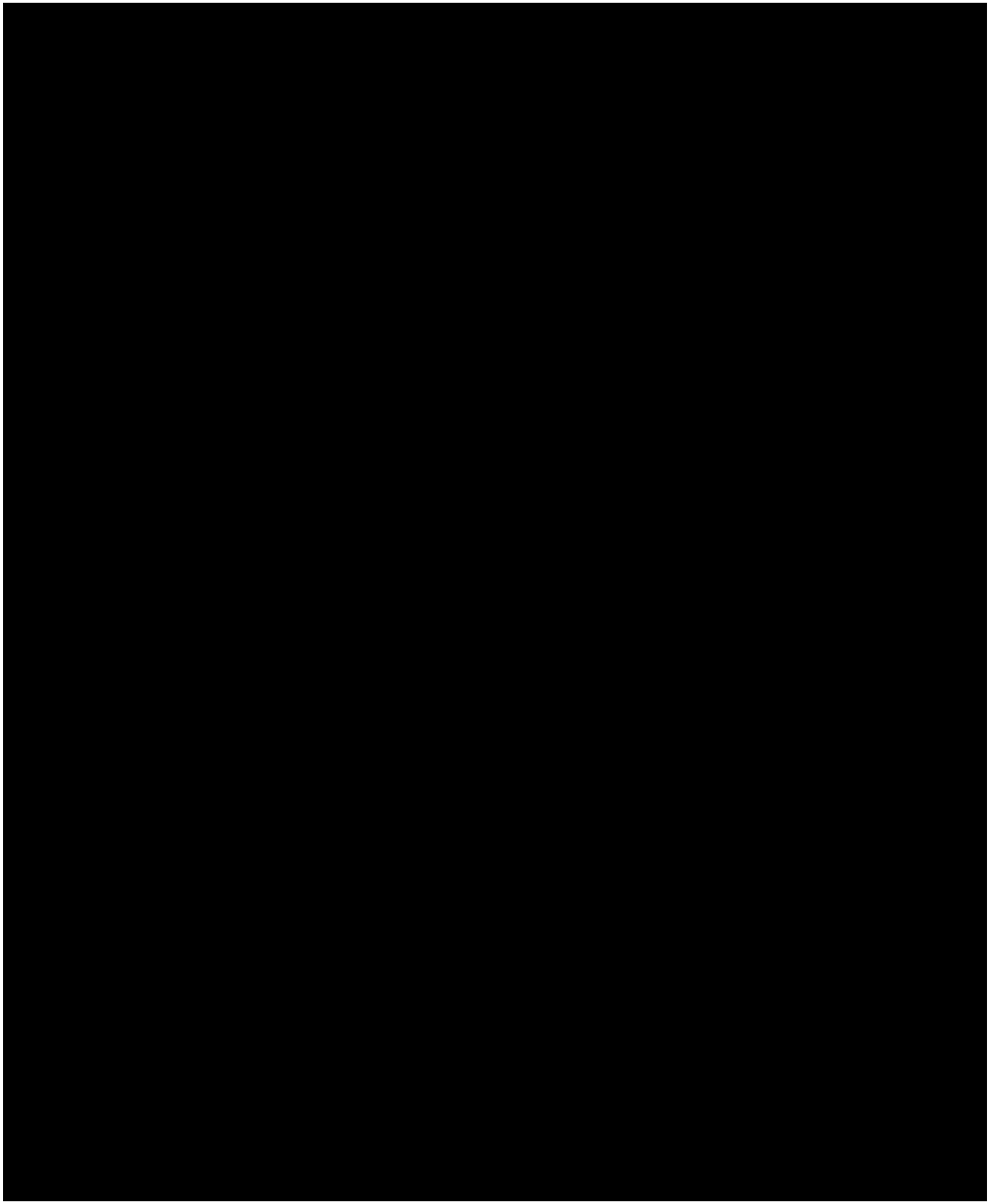
Paul Dulberg
PAUL DULBERG, Plaintiff

Dated this 20th day of August, 2012.

Subscribed and sworn to before me this 20th day of August, 2012.

Sheila M. Quinlan
Notary Public

OFFICIAL SEAL
SHEILA M QUINLAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/13/14



The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

August 9, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**COPY**

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed HIPAA Records Release Authorization to obtain medical records on your behalf. Please sign the form and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Also, please find enclosed supplemental interrogatories (written questions) from defense counsel to answer. Please contact me upon receipt of this letter to answer the written questions.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq
Enclosures

S:\Main\DULBERG, PAUL\Letters\Letter to client re auth 8-9-12.wpd

*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

†*Also Licensed in Wisconsin*

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**DEFENDANT'S SUPPLEMENTAL INTERROGATORIES TO PLAINTIFF**
**(Medicare Secondary Payer Mandatory Reporting)**

TO: Paul Dulberg
c/o Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

The Defendants, BILL McGUIRE and CAROLYN McGUIRE, by their attorneys, Cicero, France, Barch & Alexander, PC, hereby propounds the following supplemental written interrogatories upon PAUL DULBERG to be answered in writing and under oath within the time required by law based upon information available to him.

NOTE: The information requested through the following supplemental interrogatories is necessary so that the Defendants and any insurer of the Defendants can comply with the Medicare reporting obligations. See 42 U.S.C. 1395y(b)(7) & (b)(8), referred to commonly as the Medicare Secondary Payer Mandatory Reporting Provisions of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.

INTERROGATORY NO. 1: Please provide the following information about yourself:

a. Date of birth;

b. Social Security Number or Health Insurance Claim Number ("HICN").

ANSWER:

INTERROGATORY NO. 2: Are you currently a Medicare beneficiary? If so, please identify any and all amounts that have been paid by Medicare in satisfaction of medical expenses from any healthcare provider involved in the treatment of the injuries you are claiming in connection with the above-captioned lawsuit. Please also outline any communications that you have had regarding with Medicare and/or any Medicare Secondary Payer Recovery Center "(MRPRC") regarding Medicare liens, if any.

ANSWER:

INTERROGATORY NO. 3: Describe in detail all injuries you have sustained as a result of the occurrence alleged in your Complaint.

ANSWER:

INTERROGATORY NO. 4: Do you have any documentation in your possession and/or control regarding Medicare payments made to you or on your behalf in connection with the injuries you are claiming in connection with the above-captioned lawsuit. If yes, please provide copies of all documentation responsive to this interrogatory.

ANSWER:

INTERROGATORY NO. 5: Do you have any documentation in your possession and/or control regarding Medicare's right to recover payments made to you or on your behalf in connection with the injuries you are claiming in connection with the above-captioned lawsuit, including but not limited to Medicare conditional payment letters, lien notices from Medicare and/or lien notices from a MSPRC.

ANSWER:

INTERROGATORY NO. 6: State all healthcare benefits you have received or will eligible to receive as a result of injuries you attribute to the occurrence alleged in your Complaint.

ANSWER:

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 7/10/12.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## HIPAA RECORDS RELEASE AUTHORIZATION

I, the undersigned, hereby authorize and allow release of medical and personal health information and records pertaining to Plaintiff, PAUL DULBERG (DOB: March 19, 1970), to the parties, and attorneys for those parties, in the action that has been filed entitled *Paul Dulberg, Plaintiff, v. David Gagnon, individually and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, individually, Defendants,* Case No. 12 LA 178, in the Circuit Court of the 122nd Judicial Circuit, McHenry County, Illinois ("the litigation").

I understand that the information that can be obtained by presentation of this Authorization includes copies of any and all hospital, clinic or doctor's records, notes, memoranda, pathology, radiology, surgical or other specialists or consultant reports, lab or test results, physical therapy records, inpatient and outpatient records, index cards, patient information or history sheets, prescription information, correspondence, billing and payment records, insurance information, photographs and all other related information and documents concerning this patient.

This Authorization may be used by my attorney to obtain any of the above information. This Authorization may also be used by any party to this litigation, to obtain any of the above information; however, this Authorization can only be used by other parties if accompanied by a valid subpoena or production request for those records with notice of that subpoena or production request to my attorney.

I understand that this Authorization may be used to obtain records of any health care provider or health insurer that may have medical information about me.

I understand that this Authorization is being provided for purposes of the litigation. The records and information obtained by use of this Authorization may be used in that litigation by the parties, including providing this material to experts or consultants, use of it at depositions and other discovery, as well as filing such records in court with pleadings or discovery documents.

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I understand that I may revoke this Authorization by instructing my attorney to advise all parties in writing that this Authorization is revoked.

By accepting and honoring this Authorization, any entity covered by the Health Insurance Portability and Accounting Act (hereinafter referred to as "HIPAA") agrees that the disclosure of the information will have no effect on my ability or inability to receive treatment, payment, enrollment or benefits from the entity providing the records.

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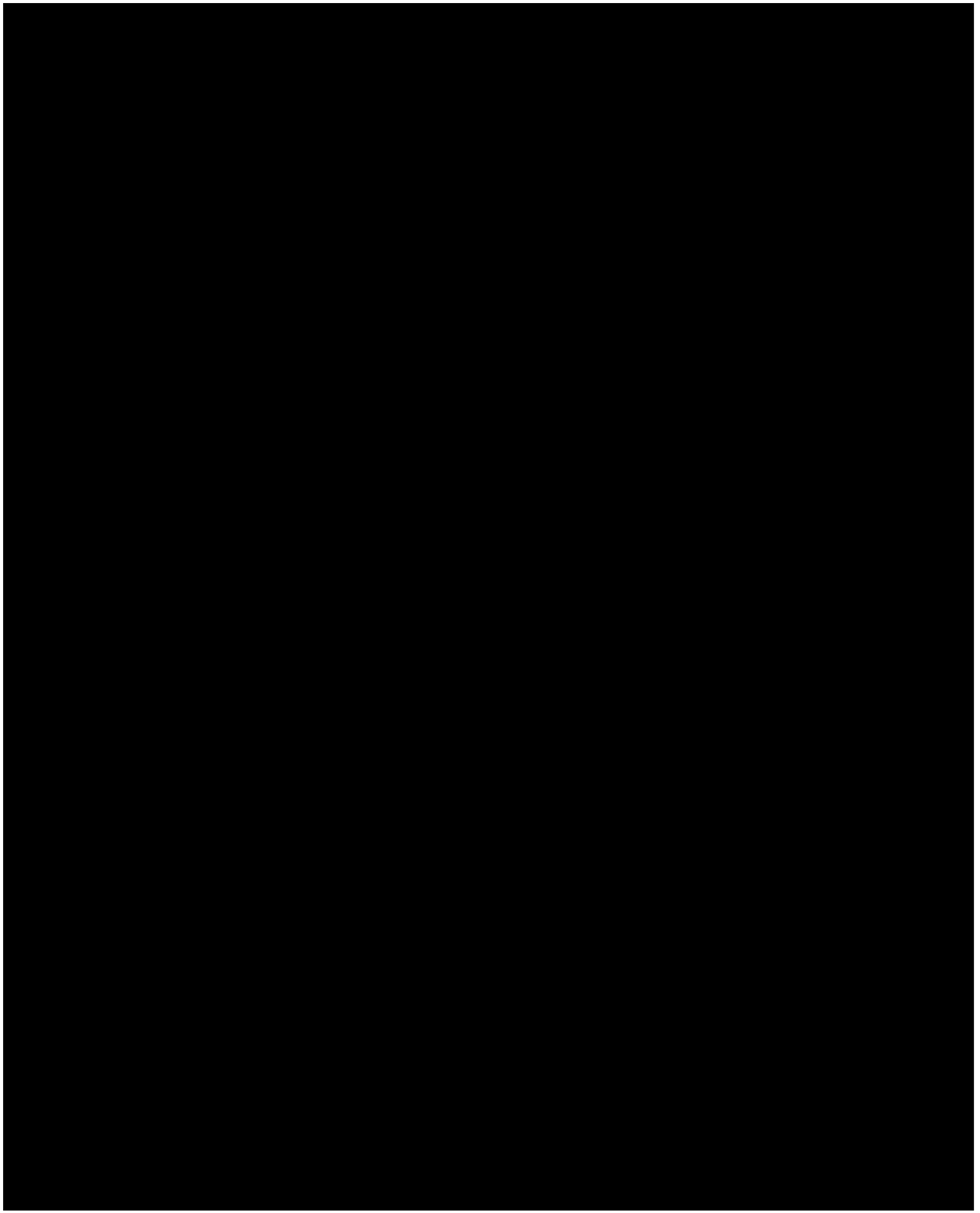
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_____
PAUL DULBERG, Plaintiff

Dated this _____ day of _____, 2012.

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Notary Public



CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

August 6, 2012

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire* (McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

Enclosed herewith you will find my clients' response to Mr. Dulberg's written discovery.

This letter will further confirm that I am in receipt of Plaintiff's response to the written interrogatories and request to produce that I propounded on July 10, 2012. However, I do not have Plaintiff's answer to the Supplemental Interrogatories (Medicare) or an executed original of the HIPAA Records Release Authorization that was served contemporaneously with the written interrogatories and request to produce.

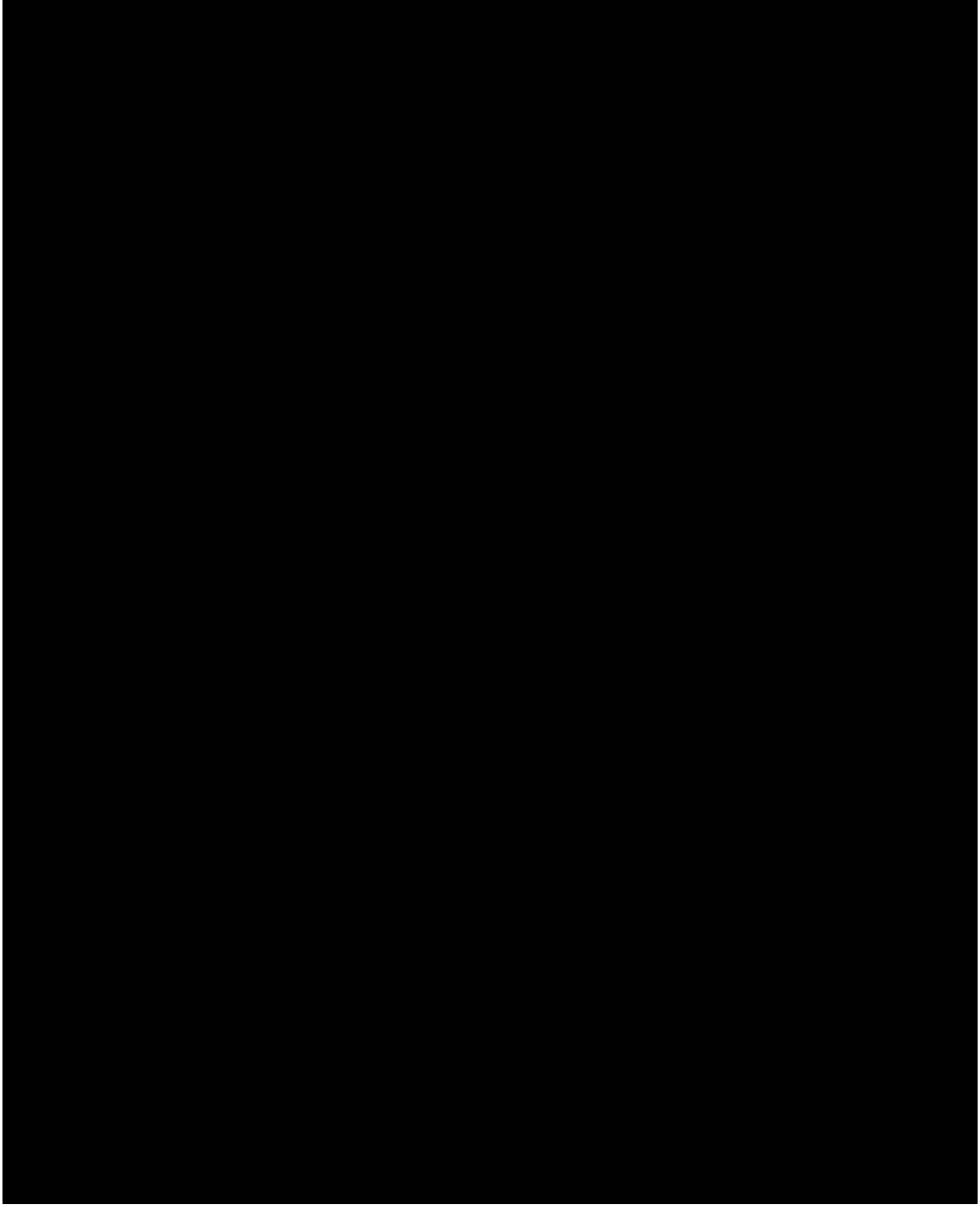
With the above in mind, please check your file and provide a response to the supplemental interrogatories and an executed original of the HIPAA Records Release Authorization at your earliest convenience. Thank you.

Very truly yours,

RONALD A. BARCH

we need to respond

RB:mj07ltr.HAM
Encl.
cc Tom Malatia (Claim No. 13-2779-11)



# CICERO, FRANCE, BARCH & ALEXANDER, P.C.

**A Professional Corporation**
**Attorneys at Law**

**6323 RIVERSIDE BLVD.**
**ROCKFORD, IL 61114**
**TELEPHONE: (815) 226-7700**
**FACSIMILE: (815) 226-7701**


## FACSIMILE TRANSMISSION

| | |
|---|---|
| DATE: July 30, 2012 | TIME: 9:15 a.m. |
| RECEIVING LOCATION: | Law Offices of Thomas J. Popovich, PC |
| RECEIVER'S FACSIMILE NUMBER: | 815/344-5280 |
| **ATTENTION:** | **Attorney Hans A. Mast** |
| FROM: | RONALD A. BARCH |

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 2

COMMENTS AND/OR SPECIAL INSTRUCTIONS: **SEE ATTACHED**

IF PROBLEMS OCCUR DURING TRANSMISSION,
PLEASE CALL (815) 226-7700 AS SOON AS POSSIBLE.

TO THE RECIPIENT:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

THANK YOU.

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6325 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

July 30, 2012

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

Thanks for calling me back last Friday. As we discussed, I was able to confirm through my clients (Bill and Carolyn McGuire) that the chain saw still exists. They also believe they have the manual and will be searching for same.

We also discussed moving the Motion for Protective Order from Tuesday, July 31, 2012, at 9:00 a.m. to Wednesday, August 1, 2012, at 9:00 a.m. You indicated that somebody from your office would appear on Tuesday and simply set the matter over. Attorney Chantel Bielskis from my office will be there on Wednesday. Thank you for the accommodation.

As to your desire for an inspection and photo shoot of the chain saw and related manual, I have no problem making the arrangements but would prefer to do so only once. Accordingly, it is my understanding that the inspection will be deferred until such time that the co-defendant is of record and ready to proceed as well.

Lastly, upon return to my office this morning I noted that Judge Michael Caldwell has issued a notice recusing himself from the *Dulberg* case. The matter has apparently been re-assigned to Judge Thomas A. Meyer and is currently scheduled for status on August 8, 2012 at 9:00 a.m. If possible, it probably makes sense to move the status date out 60 days when the case is called on Wednesday morning. We can then avoid another trip to court next week.

Very truly yours,

RONALD A. BARCH

RB:mj05ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
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ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

July 30, 2012

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
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Very truly yours,



RONALD A. BARCH

RB:mj05ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)

**XFINITY Connect**

hansmast@comcast.ne

+ Font Size -

# SSDI medical update

**From :** Paul Dulberg <pdulberg@comcast.net>

Wed, Jul 11, 2012 05:45 PM

**Subject :** SSDI medical update

**To :** Janet Douglass <janet@ssdatty.com>, Hans Mast <hansmast@comcast.net>

Hi Hans and Janet,

Just thought I'd let you know the surgery on Monday went well. I'm still under heavy medication and a bit sore. The surgeon said today that he removed a bunch of scar tissue in my right forearm that bonded the muscles and skin as one. He said its all free to move separate now but the scar tissue will return. He said that getting in physical therapy quickly and with a lot of luck it should help to keep it all from bonding together again. He also had to release the ulnar nerve from compression at the elbow. It seems it bound up was under compression and formed a bit of scarring on the nerve. He did not perform the ulnar nerve transposition because he said it seemed like it would be stable enough still in the ulnar grove.

Hope that was a good explanation of what happened. I'm not all with it just yet. I should be feeling better in a few days.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

December 6, 2011

**Second Request: July 17, 2012**

Dr. Frank Sek
MEDICAL RECORDS/PATIENT BILLING
4606 W. Elm Street
McHenry, IL 60050

| Re: | Patient: | Paul Dulberg |
|---|---|---|
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

Dear Sir or Madam:

Please be advised that the above-captioned person is represented by the LAW OFFICES OF THOMAS J. POPOVICH, P.C. We respectfully request the following information:

- Complete copy of the patient's file with your facility, including correspondence, doctor/nurse notes and therapy records from 06/28/11 to present; and

- Itemized bills for services rendered.

Attached please find a HIPAA authorization signed by our client/your patient permitting the release of the foregoing documents being requested.

Please direct these documents back to my attention by mailing the information to the address listed above. Thank you for your prompt attention to this request.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

December 6, 2011

**Second Request: July 17, 2012**

Associated Neurology
MEDICAL RECORDS/PATIENT BILLING
1900 Hollister Dr., #280
Libertyville, IL 60048

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

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LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

July 17, 2012

Fox Lake Dynamic Hand Therapy
MEDICAL RECORDS/PATIENT BILLING
498 S. US Highway 12
Suite C
Fox Lake, IL 60020

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

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LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

July 16, 2012

NorthwestCommunity Hospital
MEDICAL RECORDS/PATIENT BILLING
800 W. Central Road
Arlington Heights, IL 60005

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

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LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

June 11, 2012

**Second Request: July 16, 2012**

Hand Surgery Associates, S.C.
Dr Sagerman/Dr. Biafora
MEDICAL RECORDS/PATIENT BILLING
515 W. Arlington Heights Road
Suite 120
Arlington Heights, IL 60005

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

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LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

July 13, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please be advised that defense counsel has appeared in your case and has served upon us interrogatories (written questions) to answer. Please contact my assistant, Sheila upon receipt of this letter to schedule a meeting with me in our office to answer these written questions.

I look forward to meeting with you soon.

Very truly yours,

COPY

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to client re disc 7-13-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

FAXED

June 27, 2012

**VIA FACSIMILE: 847/618-4719**

Northwest Community Hospital
Attn: Catie Harrison
Patient Financial Services Department
3060 W. Salt Creek Lane
Arlington Heights, IL 60005

**RE: Patient: Paul Dulberg**
**Patient No.: 71265382**

Dear Ms. Harrison:

I received correspondence requesting insurance information against the adverse homeowner for the treatment that you are providing my client, Paul Dulberg.

Unfortunately, we just filed suit and it is still relatively early on and I have not yet obtained the adverse parties insurance information. I would be happy to provide that to you shortly.

In the meantime, please feel free to forward a lien to my attention and I would be happy to honor it for purposes of settlement and/or recovery obtained in this case.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to NW Community Hospital 6-26-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

†*Also Licensed in Wisconsin*

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The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

June 27, 2012

**VIA FACSIMILE: 847/618-4719**

Northwest Community Hospital
Attn: Catie Harrison
Patient Financial Services Department
3060 W. Salt Creek Lane
Arlington Heights, IL 60005

**RE: Patient: Paul Dulberg**
**Patient No.: 71265382**

Dear Ms. Harrison:

I received correspondence requesting insurance information against the adverse homeowner for the treatment that you are providing my client, Paul Dulberg.

Unfortunately, we just filed suit and it is still relatively early on and I have not yet obtained the adverse parties insurance information. I would be happy to provide that to you shortly.

In the meantime, please feel free to forward a lien to my attention and I would be happy to honor it for purposes of settlement and/or recovery obtained in this case.

Thank you for your cooperation.

Very truly yours,

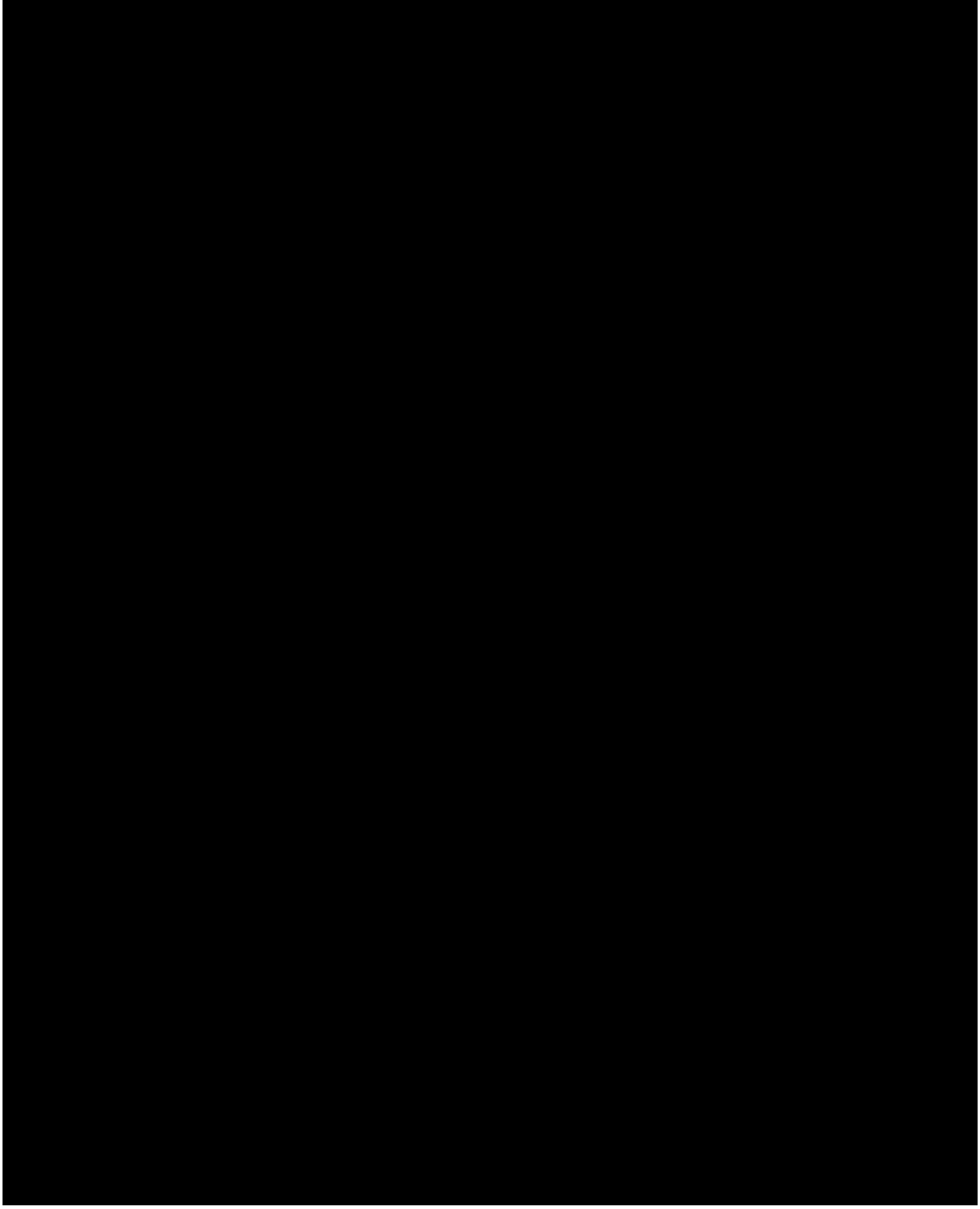
**HANS A. MAST**

smq

S:\Mast\DULBERG, PAUL\Lien\Letter to NW Community Hospital 6-26-12.wpd

†Also Licensed in Wisconsin

*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*



**XFINITY Connect**

hansmast@comcast.ne

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# Re: SSDI Medical Update

**From :** Paul Dulberg <pdulberg@comcast.net>

Thu, Jun 21, 2012 03:10 PM

**Subject :** Re: SSDI Medical Update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

I couldn't help but to laugh at that. The reason I left Dr. Talerico and went to Dr. Sagerman was because he couldn't listen worth a darn and went on a 20 minute rant about prescribing pain medication to me when I never received any prescriptions from him nor did I ever ask him for any pain medication or any other prescription for that matter. Each time I went there it was as if he confused me with someone else. On my last visit with him he couldn't even remember why I was even there and went on another rant about insurance companies. He never even asked or looked at the X-rays from the hospital and I had to ask him numerous times just to get him to read the physical therapy reports. Honestly, he scarred the heck out of me and we were at odds, so I went to see someone else whom I had more confidence in (Dr. Sagerman). I'm sure Dr. Talerico is a good Dr., just one that I felt was probably over worked, was getting confused between his patients and couldn't give me the attention I needed. In retrospect, it fits that his notes are messed up and confirms my feeling about him and why I went to another Dr.

I just called the libertyville office for MidAmerica Hand and Shoulder Clinic. Talked with Gabby. She told me she could not change the record but would make an addendum to the record to clarify that I was not the one operating the chainsaw. She apologized for the confusion and said that it was lost between the Dr.'s notes and the person who transcribes the records. She is going to call your office and fax over the addendum.

Please let me know if you get the addendum and if it is ok

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jun 21, 2012, at 9:05 AM, Hans Mast <hansmast@comcast.net> wrote:

> Paul, just a quick note. I saw rcords come in from MidAmerica Hand and Shoulder Clinic - Dr. Talerico. The history of your injury suggests you were operating the chain saw yourself - not someone else. This might be troublesome unless you clear that up with Dr. next visit. thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
> Sent: Tue, 12 Jun 2012 18:09:03 -0000 (UTC)
> Subject: SSDI Medical Update
>
> Hi Hans and Janet,
>
> The date for the surgery on my arm is scheduled for July 9, 2012 at either Alexian Brothers or North West Community Hospital. I was told I will be receiving a call from whichever hospital they are able to get for that day.
>
> The first follow up date will be July 11, 2012 at Hand Surgery Associates
>
> Will keep you both updated.
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

June 11, 2012

Attorney Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Popovich:

Please be advised that Mr. and Mrs. McGuire's insurance carrier (Auto-Owners Insurance Company) has asked our office to appear and defend Mr. and Mrs. McGuire in connection with the above-captioned matter. To that end, you will find enclosed herewith my Appearance for both Mr. and Mrs. McGuire.

At this time I am uncertain whether I will be appearing as counsel for Mr. Gagnon as well. I first need to meet with Mr. and Mrs. McGuire and then report to their insurance carrier. I cannot do that, however, until I return from a small vacation that runs from June 13 through June 19, 2012.

Given the above, I am requesting 21 days from today's date (through July 2, 2012) within which to file a responsive pleading on behalf of Mr. and Mrs. McGuire. I am also asking for a similar extension of time to sort out whether Mr. Gagnon will be furnished a defense by Mr. and Mrs. McGuire's carrier.

Please call me if you have any opposition to my request for an extension. I otherwise thank you in advance for your consideration and look forward to working with you on this matter.

Very truly yours,

RONALD A. BARCH

RB:mj03ltr.TJP
Encl.

**XFINITY Connect** hansmast@comcast.ne

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# SSDI Medical Update

**From :** Paul Dulberg <pdulberg@comcast.net> Tue, Jun 12, 2012 06:09 PM

**Subject :** SSDI Medical Update

**To :** Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>

Hi Hans and Janet,

The date for the surgery on my arm is scheduled for July 9, 2012 at either Alexian Brothers or North West Community Hospital. I was told I will be receiving a call from whichever hospital they are able to get for that day.

The first follow up date will be July 11, 2012 at Hand Surgery Associates

Will keep you both updated.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

**XFINITY Connect** hansmast@comcast.ne

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# Medical update

**From :** Paul Dulberg <pdulberg@comcast.net> Fri, Jun 08, 2012 05:05 PM

**Subject :** Medical update

**To :** Hans Mast <hansmast@comcast.net>

**Cc :** Janet Douglass <janet@ssdatty.com>

Hi Hans,

Wednesday I met with Dr. Sagerman and I signed the papers for surgery on my right arm. They are going to do an ulnar nerve decompression and transposition, and a neurolysis in the forearm. They are also going to explore and repair any other damage they find with the muscles, tendons and remove scar tissue. I am waiting on a call to find out when and where the surgery will be. They said it should be in the next 4 weeks.

I also need to get some sort of medical release signed by my primary care physician for the surgery so I met with Dr. Sek yesterday and he gave me a checkup and signed the forms.

On another note, when we last met you asked if any of the Dr.'s had been paid yet. I answered no but that wasn't true. I have paid Dr. Sek in full for each visit and Dr. Levin has been partially paid. I also had to just sign a form for Dr. Sangerman allowing them to charge my credit card $40 a month till my bill was paid in full. I asked if they would do the surgery on a lean against a settlement and gave them your name and number to contact you. They said they would but still required I give them permission to charge my credit card.

If you need anything else please let me know.

Thanks for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak†*
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

June 7, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Thank you for meeting with me recently. I would like to update your billing and records at our office. I need the address for Dr. Talerco who practices out of Libertyville. I would also like the address for Dr. Sangerman who practices out of Mundelein.

Remember you were also going to obtain photographs of your present scarring.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to client 6-6-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

*†Also Licensed in Wisconsin*

**XFINITY Connect** hansmast@comcast.ne

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# Re: Medical Update

**From :** Paul Dulberg <pdulberg@comcast.net> Mon, Jun 04, 2012 09:03 PM

**Subject :** Re: Medical Update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

Just set up an appointment with Sheila for 10:00 AM tomorrow to meet with you.

Just after I set up that appointment with your office my physical therapist called and discharged me until I see the Dr. Said my evaluation was bad and they sent the report to Dr.Sangermans office and for me to call them. After calling the Dr.'s office they bumped up my appointment to Wednesday of this week to discuss surgery.

See you in the morning,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jun 4, 2012, at 9:58 AM, Hans Mast <hansmast@comcast.net> wrote:

> Paul. Lets meet again sometime at the office. When you have time to go over things. Thanks Call my assit. Sheila. 815-344-3797
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 01 Jun 2012 19:40:12 -0000 (UTC)
> Subject: Medical Update
>
> Hi Hans,
>
> Today Dr. Levin my neurologist increased my medication of Gabapentin from 300 mg twice a day to 600 mg twice a day. I'm not happy about the increase, it already makes me extremely tired but it's supposed to help with the nerve pain in my right arm.
>
> Not sure if you needed to know this but it is a minor change in the medical condition.
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

June 11, 2012

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
MEDICAL RECORDS/PATIENT BILLING
755 S. Milwaukee Avenue
Suite 250
Libertyville, IL 60048

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

Dear Sir or Madam:

Please be advised that the above-captioned person is represented by the LAW OFFICES OF THOMAS J. POPOVICH, P.C. We respectfully request the following information:

- Complete copy of the patient's file with your facility, including correspondence, doctor/nurse notes and therapy records from 06/28/11 to present; and

- Itemized bills for services rendered.

Attached please find a HIPAA authorization signed by our client/your patient permitting the release of the foregoing documents being requested.

Please direct these documents back to my attention by mailing the information to the address listed above. Thank you for your prompt attention to this request.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

June 11, 2012

Hand Surgery Associates, S.C.
Dr Sagerman/Dr. Biafora
MEDICAL RECORDS/PATIENT BILLING
515 W. Arlington Heights Road
Suite 120
Arlington Heights, IL 60005

| Re: | Patient: | Paul Dulberg |
|---|---|---|
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

Dear Sir or Madam:

Please be advised that the above-captioned person is represented by the LAW OFFICES OF THOMAS J. POPOVICH, P.C. We respectfully request the following information:

- Complete copy of the patient's file with your facility, including correspondence, doctor/nurse notes and therapy records from 06/28/11 to present; and

- Itemized bills for services rendered.

Attached please find a HIPAA authorization signed by our client/your patient permitting the release of the foregoing documents being requested.

Please direct these documents back to my attention by mailing the information to the address listed above. Thank you for your prompt attention to this request.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

**XFINITY Connect**

hansmast@comcast.ne

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# Medical Update

**From :** Paul Dulberg <pdulberg@comcast.net>

Fri, Jun 01, 2012 07:40 PM

**Subject :** Medical Update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

Today Dr. Levin my neurologist increased my medication of Gabapentin from 300 mg twice a day to 600 mg twice a day. I'm not happy about the increase, it already makes me extremely tired but it's supposed to help with the nerve pain in my right arm.

Not sure if you needed to know this but it is a minor change in the medical condition.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

**XFINITY Connect**

hansmast@comcast.ne

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# SSDI medical update

**From :** Paul Dulberg <pdulberg@comcast.net>

Thu, May 17, 2012 05:09 PM

**Subject :** SSDI medical update

**To :** Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>

Hi Hans and Janet,

I just got back from an appointment with Dr. Sam Biafora, another hand, wrist, elbow & shoulder specialist at hand surgery associates. He did what seemed to be a very thorough evaluation. He dug around pretty deep in my arm and did many different tests on my hand, arm and elbow. He recommended doing surgery to get the scar tissue out of the affected nerve and surrounding area. He said not to have any hope of restoring strength, feeling or reversing the paralyzed muscle that pulls my pinky finger in. But he said that going in and removing the scar tissue from the area will bring relief to the nerve and should stop the pains I get. He said that it will leave a long scar from the back of my elbow to the wrist and they will need to move the ulnar nerve to the inside of the elbow and that it will take approximately 3 months to recuperate. I mentioned the new medication I just started taking that was supposed to help fix the signals from the nerve. He said that all that will do is mask the symptoms for a while and that the only way to actually fix it is to go in and remove the scar tissue and see if any of the cut fibers can be grafted back together. He said that grafting the fibers probably won't work since its been almost a year since they were cut but removing the scar tissue should release the pain and should make a huge difference. He was ready to set up the surgery and I told him I needed a some time to talk with my mom and think about it. He set up another appointment for a month from now so I have time to think it over and said to call Dr. Sagerman if I should decide sooner.

Paul Dulberg
847-497-4250
Sent from my iPad

**XFINITY Connect** hansmast@comcast.ne

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# Re: I'm nervous about the surgery being covered

**From :** Hans Mast <hansmast@comcast.net> Fri, May 18, 2012 07:29 PM

**Subject :** Re: I'm nervous about the surgery being covered

**To :** Paul Dulberg <pdulberg@comcast.net>

**Cc :** Hans Mast <hansmast@comcast.net>

Paul, its a fair concern. But until the suit is served on him and his insurance appears in the case, Im not gonna be able to tell you anything. Also, be aware that many policies have only $100,000 in coverage. So we need to find this out first. There may be other issues concerning the "medical' aspects of the injury that the defense could arguably dispute. So nothing is for sure unfortunately in these sorts of case.

I'll keep you posted. Thanks for the updates.

HANS

----- Original Message -----
From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Fri, 18 May 2012 19:20:39 -0000 (UTC)
Subject: I'm nervous about the surgery being covered

Hi Hans,

I'm curious if David Gagnons home owners insurance policy number checked out?

Also, from what I understand this surgery that has been suggested by two different arm specialists, the neurologist and my primary physician is going to run in the neighborhood of $60,000.00. I want to be sure that it will be covered under the settlement before I decide to do it.
It is a direct result from the chainsaw cut and not anything else. Will it be covered or am I on my own to pay for it?

I am extremely nervous about the cost and getting stuck in bankruptcy and losing my house if it isn't covered.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

**XFINITY Connect**

hansmast@comcast.ne

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# SSDI / Med update

**From :** Paul Dulberg <pdulberg@comcast.net>

Wed, May 16, 2012 07:46 PM

**Subject :** SSDI / Med update

**To :** Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>

Hi Hans and Janet,

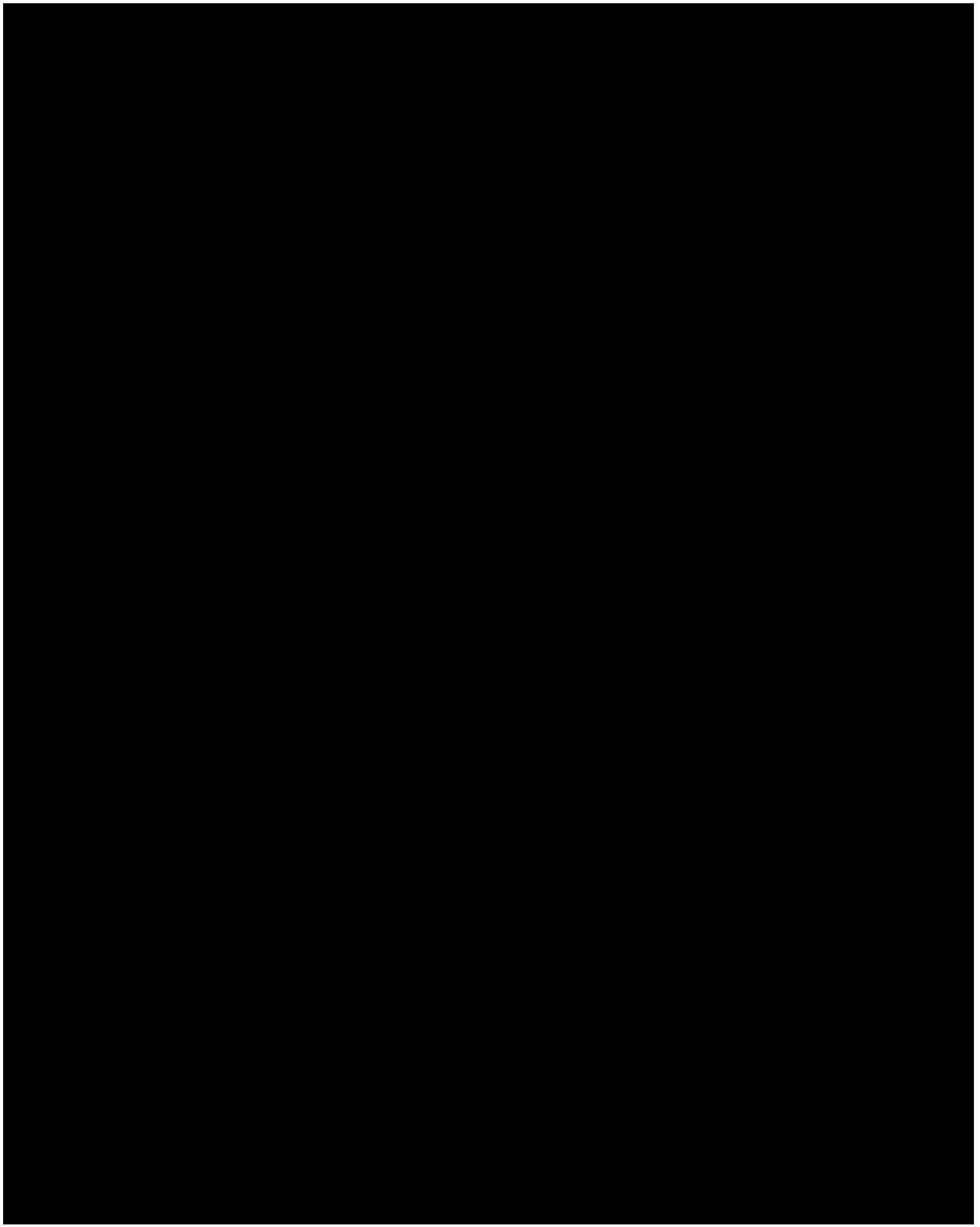
Forgive me for combining this e-mail to both of you but both of you need the same information.

Met with Dr. Levin today at Associated Neurology. She prescribed Neurontin / Gabapentin 300 MG. I am supposed to take it in the evening for 1 week then move to 2 times daily. Then call her in 2 weeks to see how it's going. She said that it is supposed to help correct the signals from the misfiring nerve in my right arm which is causing the pain when I use my hand. And that the dosage may change depending on how and if it's working. This treatment was suggested by Dr. Sagerman to help try and avoid surgery. If it works I think this is a long term treatment because the prescription lasts for a year and the pharmacist said it goes hand in hand with the other medications I'm taking for long term pain management treatment.

I see Dr. Sagerman and his partner tomorrow for an evaluation at Hand Surgery Associates in Vernon Hills. I will let you know what happens.

Thanks to both of you,
Paul

Paul Dulberg
4606 Hayden Ct.
McHenry, IL. 60051
847-497-4250



**XFINITY Connect** hansmast@comcast.ne

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# Re: Medical Update

**From :** Paul Dulberg <pdulberg@comcast.net> Tue, May 15, 2012 02:19 AM

**Subject :** Re: Medical Update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

This evening I let David Gagnon know. After a long dialog he volunteered his homeowners policy number. Said he has been busy working and forgot to turn your letter over to his homeowners insurance company. He said his wife was going over there this Thursday to pay the premium and she is going to drop it off.

Allstate
Policy # 912697167 10/24
Agent: Ken Shields
262-248-0861

David also said he felt threatened and is hesitant to admit to Negligence and that he could make this easy or hard for me. He wanted to know if he was going to get anything if he played ball. He told me that if he admits to negligence and it costs him anything that I don't want to see his bad side. He went on and on about how much things cost and that he doesn't have the money to pay for any of it.

When finally I told him to imagine himself in my shoes and that I haven't had an income for almost a year because of this and that I am down to living off my mother like a useless idiot and I am about to let 2 surgeons go in to see if they can do anything to help make my arm and use of my hand better just so i can do every day things. He cut in abruptly and said he's sorry but he doesn't give a damn and that I had better not try and go after more than its worth.

He kept driving after getting something in return for making this easy. Said that he has been screwed his entire life and that he wants something in return. I didn't play into his hand and just said all I'm after is getting the bills paid and that's what the insurance is for.

He did threaten to lie and tell the insurance that I was there to help cut down the tree or that I was intoxicated. I said you know that's not true, I was only there because you asked me to stop by and see if I wanted the wood for my fireplace and the only reason you asked me was because it was cheaper than disposing of it yourself. Besides, I don't drink and everyone in my life knows it. He actually snarled at me.

I said I only helped you because you were having trouble cutting the branches and you asked if I could hold it steady for you.

He said don't you think it's both of our faults that I'm not 100% negligent? I said Dave, you were operating the chainsaw, asked me to hold a branch, were cutting then came at me with it and cut half way through my arm before I could get out of the way. You knew where I was, you told me where to stand and how you wanted it held. You had the brainfart and used the chainsaw in a manner which hurt me pretty bad. How is that my fault in any way?

He said you know that after we got out of the hospital I felt bad and I hope You get what ever Your entitled to and wanted to know what I thought that number was.

I said I have no idea, I'm sure the lawyer and insurance companies can figure that out.

He said he could make this difficult or easy for me and that I would regret it if he has to make it difficult. He told me a long story about a guy who tried to sue for too much and ended up having to pay all the bills himself because he got greedy.

My answer to that was that I just want my arm to work without hurting and need the bills paid for and that I never thought that I would make money off it.

He said well your getting something, I knew it when that fat nurse at the hospital said uh ohh, looks like someone's going to get boo boo money from my mistake and he looked right at me. From that point on every time I think about you getting money for my mistake and that I've been screwed by everyone in my life when it was their fault I get pissed.

I said Dave, I don't think this is going to cost you anything and all the lawyer wants is your homeowners policy number. And I highly doubt I'm even going to get back what I would have made if I was able to work after the medical bills are paid. This isn't some big time

lawsuit against something like McDonalds or anything like that.

He said if he sees that I'm paid a huge sum of money he's going to be pissed and that I don't want to see him pissed. Told me the chainsaw incident would be the least of my worries. He then very nervously showed me his policy number and said to tell you that he was working, time passed and he had just forgot all about it. And that he was going to have his wife deliver it to his insurance agent on Thursday. He said it would look better if he turned over the insurance policy number willingly.

After that I said thanks and that I had to get home for dinner.

Hans, I don't wish to have to go back over and talk with him anymore. Sometimes I think he is actually nuts and will do something stupid if he feels like it at the moment. He was very offensive at times and is a very selfish person.

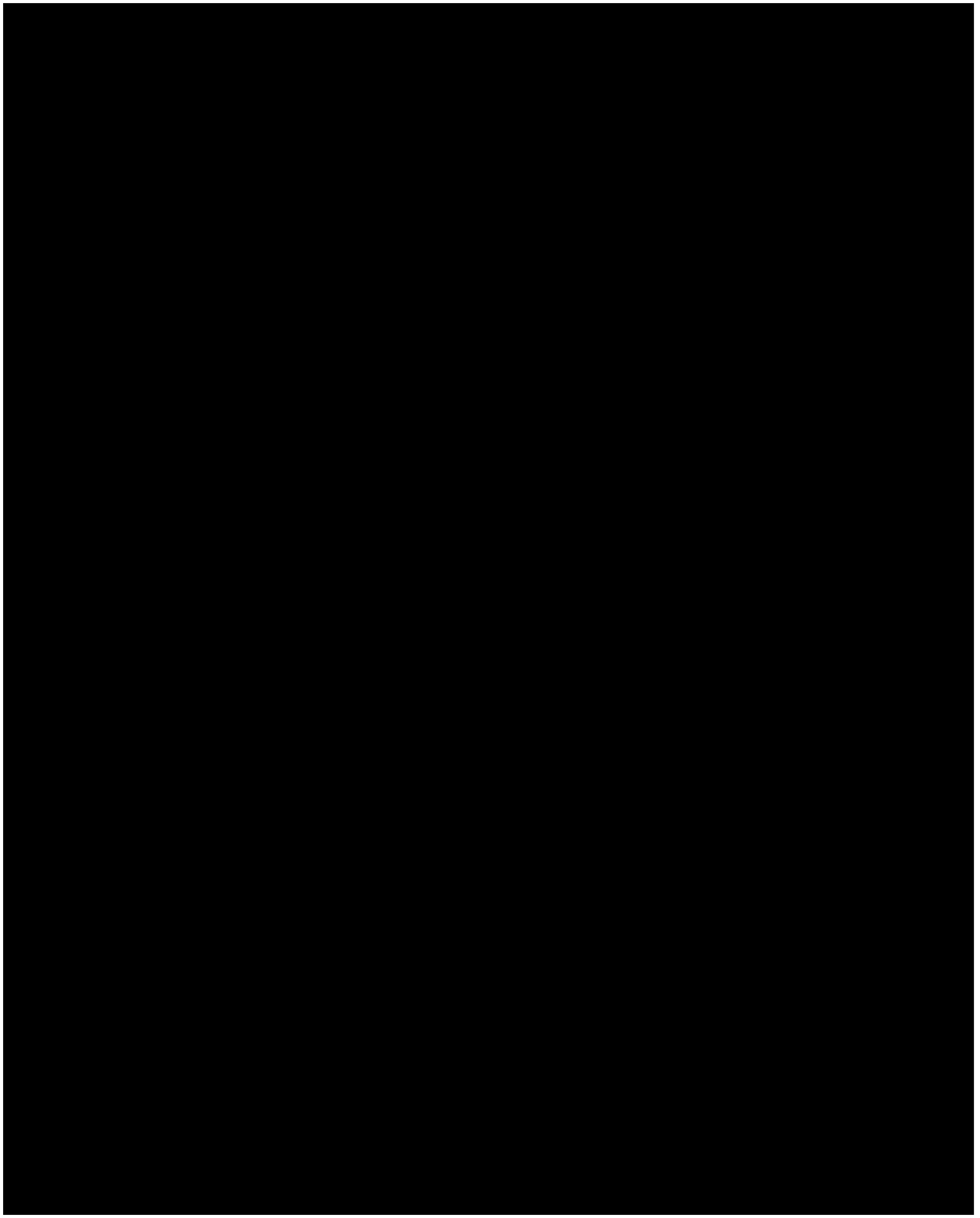
Once again, sorry for the drama,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On May 14, 2012, at 2:41 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks for the update. We're gonna go ahead and file suilt. You may want to let him know that so he isn't angry. He can call me if he wants to talk about it.
>
> Thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Mon, 14 May 2012 19:40:20 -0000 (UTC)
> Subject: Medical Update
>
> Hi Hans,
>
> I saw Dr. Sagerman today, he scheduled another appointment for this Thursday to meet his partner. They are going to evaluate whether doing surgery is going to be beneficial.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

---



**XFINITY Connect** hansmast@comcast.ne

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# Another med update

**From :** Paul Dulberg <pdulberg@comcast.net> Mon, May 14, 2012 09:14 PM

**Subject :** Another med update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

Dr. Sagerman said he would call Dr. Levin the neurologist to get a prescription from her for me. She wants a new appointment with me. It is set up for Wednesday.

Also Dr Sagerman said to keep at physical therapy.

Will let you know what happens after Thursday's appointment.

Thanks again for everything,
Paul

Paul Dulberg
847-497-4250

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

May 16, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please be advised that we have filed suit on your behalf for injuries you suffered in the underlying accident of June 28, 2011.

As soon as defense counsel appears in the matter, I will contact you to meet and assist me with responding to certain discovery requests of the defense.

I look forward to meeting with you soon.

Very truly yours,

COPY

HANS A. MAST

smq

S:\Main\DULBERG, PAUL\Letters\Letter to client re suit filed 5-16-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

†*Also Licensed in Wisconsin*

**XFINITY Connect** hansmast@comcast.ne

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# Medical Update

**From :** Paul Dulberg <pdulberg@comcast.net> Mon, May 14, 2012 07:40 PM

**Subject :** Medical Update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

I saw Dr. Sagerman today, he scheduled another appointment for this Thursday to meet his partner. They are going to evaluate whether doing surgery is going to be beneficial.

Paul Dulberg
847-497-4250
Sent from my iPad

**XFINITY Connect**

hansmast@comcast.ne

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# Something happened just got more drama

**From :** Paul Dulberg <pdulberg@comcast.net> Thu, Apr 12, 2012 11:23 PM

**Subject :** Something happened just got more drama

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

More drama, here it is.

I just received a call from David Gagnon. He was a bit upset because he received another letter at his house from you asking for his homeowners insurance. He was all concerned about the ultimatum and using the term negligence. I told him that's what insurance companies call it when one person hurts another. It is obvious he has a huge ego and doesn't like to admit he does anything wrong so I told him to finish reading the letter to me. When he got to the part about calling you if he had any questions, I told him to please do so. He said that he would go along with this as long as it doesn't cost him any money but if it does he said he could make this very difficult. He reminded me that he is ready to leave this area because it seems everyone is after him and he has no friends left here anyway and that this letter just drove another spike between him and his wife. I told him I really didn't want things to get difficult and that he should call you with any questions. He went on again about the word negligence so I told him it's not the same thing as the word guilty and that there wouldn't be any criminal penalties associated with admitting to this. He seemed to calm down after that. He said he was relieved that this isn't criminal charges and said I hope your right. After that he told me he intended to give you a call very soon.

Wish I had a tape recorder for you to hear these conversations.

Thanks again,
Paul

Paul Dulberg
847-497-4250

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak†*
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

April 12, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Your Accident of June 28, 2011***

Dear Paul:

Please find enclosed your medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $7,333.04

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to client re MER 4-11-12.wpd

*†Also Licensed in Wisconsin*

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

**XFINITY Connect** hansmast@comcast.ne

+ Font Size -

# Fwd: Something happened just got more drama

**From :** Paul Dulberg <pdulberg@comcast.net> Mon, Apr 16, 2012 10:48 PM

**Subject :** Fwd: Something happened just got more drama

**To :** Hans Mast <hansmast@comcast.net>

One more thing to add. He said he would give us a copy of his policy if we need it.

Paul Dulberg
847-497-4250

Begin forwarded message:

> From: Paul Dulberg <pdulberg@comcast.net>
> Date: April 16, 2012 5:46:49 PM CDT
> To: Hans Mast <hansmast@comcast.net>
> Subject: Re: Something happened just got more drama
>
> Hi Hans,
>
> David Gagnon did get a hold of me again today. Said he had talked to you and now he wanted to talk to me. He told me he was worried this would cost him more on insurance premiums for a long time to come and that if he admitted to negligence he would be opening himself up to getting sued. I told him we needed to do it for insurance purposes and not to worry. He said he understood and said he would forward your letter to his homeowners insurance.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
>
>
> On Apr 13, 2012, at 11:44 AM, Hans Mast <hansmast@comcast.net> wrote:
>
>> My fear is that if he moves away, we will have a hard time finding him for purposes of the lawsuit. So I think we should just file the suit anyway. You can cool him down by saying we need to do it for insurance purposes.
>>
>> Thanks
>>
>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Thu, 12 Apr 2012 23:23:18 -0000 (UTC)
>> Subject: Something happened just got more drama
>>
>> Hi Hans,
>>
>> More drama, here it is.
>>
>> I just received a call from David Gagnon. He was a bit upset because he received another letter at his house from you asking for his homeowners insurance. He was all concerned about the ultimatum and using the term negligence. I told him that's what insurance companies call it when one person hurts another. It is obvious he has a huge ego and doesn't like to admit he does anything wrong so I told him to finish reading the letter to me. When he got to the part about calling you if he had any questions, I told him to please do so. He said that he would go along with this as long as it doesn't cost him any money but if it does he said he could make this very difficult. He reminded me that he is ready to leave this area because it seems everyone is after him and he has no friends left here anyway and that this letter just drove another spike between him and his wife. I told him I really didn't want things to get difficult and that he should call you with any questions. He went on again about the word negligence so I told him it's not the same thing as the word guilty and that there wouldn't be any criminal penalties associated with admitting to this. He seemed to calm down after that. He said he was relieved

**XFINITY Connect** hansmast@comcast.ne

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# Re: Address for David Gagnon

**From :** Paul Dulberg <pdulberg@comcast.net> Wed, Apr 11, 2012 02:44 PM

**Subject :** Re: Address for David Gagnon

**To :** Hans Mast <hansmast@comcast.net>

Morning Hans,

After taking the night to sleep on it and discussing it with my family, I think your right. If you feel confident that now is the time to file and we will win, let's just do it.

Do I need to come in and sign anything?

Also, I never did receive that list you have of medical providers so I can correct the missing providers and dates.

Just so you know, I am considering heavily whether or not to let Dr. Sagerman do the exploratory surgery to try and fix my arm. It's a 50/50 chance of making it better or worse. My arm and hand is giving me problems every day and it's downright frustrating and painful at times. I am leaning towards just doing the surgery because I have to try or it's going to be rough living this way the rest of my life. If I do decide to let Dr. Sagerman do the surgery, I'm sure it's going to cost a lot of money and I'm worried that if we file suite now if it will be paid for.

Thanks again,
Paul

Paul Dulberg
847-497-4250

On Apr 10, 2012, at 7:12 PM, Hans Mast <hansmast@comcast.net> wrote:

> no. we can file now.
>
> Sent from my iPhone
>
> On Apr 10, 2012, at 5:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
>> Hans,
>> I have to consider that I may need more medical. Does it matter if I am finished with medical end of things before we do this?
>>
>>
>> Paul Dulberg
>> 847-497-4250
>>
>>
>> On Apr 10, 2012, at 4:53 PM, Hans Mast <hansmast@comcast.net> wrote:
>>
>>> Lets just file suit..ok?
>>>
>>> ----- Original Message -----
>>> From: Paul Dulberg <pdulberg@comcast.net>
>>> To: Hans Mast <hansmast@comcast.net>
>>> Sent: Tue, 10 Apr 2012 21:49:09 -0000 (UTC)
>>> Subject: Re: Address for David Gagnon
>>>
>>> Hans, in your best professional opinion what's best?
>>>
>>> Paul Dulberg

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
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*Thomas J. Popovich*
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*John A. Kornak†*
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

April 11, 2012

David Gagnon
39010 90th Place
Genoa City, Wisconsin 53128

**RE:** ***Injury to Paul Dulberg on June 28, 2011***

Dear Mr. Gagnon:

Please be advised that I have been retained to represent Paul Dulberg for injuries he suffered in a chainsaw accident on June 28, 2011, due to your negligence. Please forward this correspondence on to your homeowner's liability insurance carrier and have them contact me to discuss this claim so that we can avoid filing suit against you.

If you have any questions, please feel free to call.

Very truly yours,

COPY

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to David Gagnon 4-10-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

†*Also Licensed in Wisconsin*

**XFINITY Connect** hansmast@comcast.ne

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# Update

**From :** Paul Dulberg <pdulberg@comcast.net> Mon, Apr 02, 2012 09:29 PM

**Subject :** Update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

Today I went to see Dr. Sangerman. He said that no further degeneration was shown on the latest EMG test. He said the only thing left was either exploratory surgery to try and fix the small fibers in the lacerated nerve or to try and rebuild muscle once more with therapy. I chose the therapy for now because he warned that the possibilities of further damage to the nerve from exploring it is very real and could possibly make it worse. He prescribed four more weeks of therapy and scheduled another appointment in 6 weeks. I set up the appointments for therapy at Dynamic Hand Therapy in Fox Lake and start tomorrow.

I also spoke with Dr. Sangerman about the scar to see if anything can be done about it. He strongly suggested that because this was done with a chainsaw and not just a straight cut that we leave it be and not attempt to do anything to make it's appearance better. He said that it is shrinking in size a little and because of it's location that cutting out the scar and stretching the skin in that area will most likely leave a worse mark than I have now.

I will call your office in the morning tomorrow to set up a time I can come in.

Thanks,
Paul

Paul Dulberg
847-497-4250

**XFINITY Connect** hansmast@comcast.ne

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# SSDI Case

**From :** pdulberg@comcast.net Tue, Mar 27, 2012 04:08 PM

**Subject :** SSDI Case

**To :** margret@ssdatty.com

**Cc :** Janet Douglass <janet@ssdatty.com>

Hi Margaret,

I just received a letter from DHS saying I was entitled to temporary medical assistance after March 21st 2012 because they had taken over the legal time limit in which to make a decision on the disability claim for medical assistance. It said I could receive coverage until a decision has been reached. The letter said to contact my local DHS office to pick up the card. I called my case worker (Mr. Rogalski 815-338-0234 ext. 206) at the local office in Woodstock and at first he agreed took a moment and then said he was denying my application as of now. I asked what do I do now? He took a moment and then said he would approve me for 6 months of food stamps and send me an appeal for for the decision. I am to fill out the appeal form send it in and then have a phone interview with him.

I was hoping to get the needed MRI/CT Scan Dr. Sek ordered for my cervical spine with the card. At this point can I now go to Northwestern or do I need to wait out the DHS appeal process?

On another note, Your assistant Janet had sent an e-mail to me saying I should be receiving a packet in the mail with things that I need to do for the SSDI Claim. I haven't received the packet yet.

Thanks for everything your doing to help me,
Paul

Paul Dulberg
4606 Hayden Ct.
McHenry, IL. 60051

847-497-4250

**XFINITY Connect**

hansmast@comcast.ne

+ Font Size -

# EMG Test

**From :** pdulberg@comcast.net

Thu, Mar 15, 2012 04:17 PM

**Subject :** EMG Test

**To :** hansmast <hansmast@comcast.net>

Hi Hans,

I had a new EMG test done on Tuesday by Dr. Levin at Associated Neurology. She said I should hear from Dr. Sagerman by Friday with results but she doesn't think the test will show anything because of the localized type of damage to the nerve. She did say that it looks like the paralysis in my right hand is probably permanent since it hasn't shown any signs of healing.

When I was at Dr. Seks office he told me that the Hand Surgeon (Dr. Sagerman) had contacted him and talked about possible exploratory surgery in my arm.

Paul Dulberg
847-497-4250

**XFINITY Connect**

hansmast@comcast.ne

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# Update

**From :** pdulberg@comcast.net

Mon, Feb 27, 2012 07:42 PM

**Subject :** Update

**To :** hansmast <hansmast@comcast.net>

Hi Hans,

Time for an update. I went to see Dr Sagerman today. He was able to look at the X-Rays, EMG, MRI and Physical Therapy Reports. He did a much better evaluation then I've had in the past and seemed to nail the symptoms and provide possible outcomes. I feel much more confident in his abilities. He is sending me for a new EMG to see if anything has changed. I called Dr Levin and have an appointment for March 8th to do the test.

Thanks again for all your help,

Paul

Paul Dulberg
847-497-4250

**XFINITY Connect**

hansmast@comcast.ne

+ Font Size -

# MRI-Results

**From :** pdulberg@comcast.net

Mon, Feb 13, 2012 07:13 PM

**Subject :** MRI-Results

**To :** hansmast@comcast.net

Hi Hans,

I received the results from the MRI done on my right arm and Dr. Levin said the MRI came up negative. The physical therapist had already told me that this type of damage seldom shows up on an MRI. Dr. Levin said it was all muscle and tendon damage. Dr. Levin and the physical therapist both suggested I see an hand and arm orthopedic specialist.

I am going to try and make an appointment with DR. Scott Sagerman. Will keep you updated.

Paul Dulberg
847-497-4250

**XFINITY Connect**

hansmast@comcast.ne

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# MRI Results, SSDI, Physical Therapy

**From :** pdulberg@comcast.net

Fri, Feb 10, 2012 04:08 PM

**Subject :** MRI Results, SSDI, Physical Therapy

**To :** hansmast@comcast.net

Hi Hans,

I just spoke with the receptionist at Associated Neurology. The MRI results are in and they want to see me Monday Morning 9 AM to discuss them. They wouldn't say weather it was good or bad, just that she wanted to see me to discuss it.

I had a meeting with Margret Bradshaw yesterday and she agreed to take on my case for SSDI. She had me sign something to give you a portion of whatever she gets for the referral.

Monday I had a re-evaluation with the physical therapist at dynamic hand therapy. She canceled any further therapy. Said I need to see a hand/arm surgeon ASAP and that physical therapy wasn't going to improve anything at this point.

I'm waiting to hear the MRI results Monday morning before running off to see a hand/arm surgeon.

Thats about it for now and I will let you know the results Monday.

Thanks for everything,
Paul

Paul Dulberg
847-497-4250

**XFINITY Connect** hansmast@comcast.ne

+ Font Size -

# MRI scheduled for friday

**From :** pdulberg@comcast.net Mon, Jan 30, 2012 06:35 PM

**Subject :** MRI scheduled for friday

**To :** hansmast@comcast.net

Hi Hans,

I had an evaluation done at Dr. Levins office today. She is sending me to get an MRI of the arm. Open Advanced MRI in Round Lake Beach will be conducting the MRI. They should be contacting you about a medical lien to pay for the procedure. Other than that, I am still in physical therapy and will schedule another visit with Dr. Levin once the MRI is finished.

On another note, I have applied for Illinois Medicaid and will apply for SSDI very shortly. Thanks for helping me find Margret Bradshaw.

Thanks for everything,
Paul

Paul Dulberg
847-497-4250

AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY

**Auto-Owners Insurance**
Life Home Car Business
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December 28, 2011

**BRANCH CLAIM OFFICE**
**600 Tollgate Road, Suite D**
**Elgin, Illinois 60123**
**P.O. Box 39 • Dundee, Illinois 60118-0039**
**847-531-5420 FAX 847-531-5416**
**1-888-685-9618**
**WWW.AUTO-OWNERS.COM**

Thomas J. Popovich
3416 W Elm Street
McHenry, IL 60050

RE: Your Client: Paul Dulberg
Our Insured: William & Carolyn McGuire
Our Claim Number: 13-2779-11
Date of Loss: 06/28/2011

Dear Sir or Madam:

Auto-Owners Insurance is in receipt of your recent correspondence. Please be advised that Auto-Owners Insurance is acknowledging your lien.

In light of the new Medicare laws, we are now required to obtain the following four pieces of information on your client:

1. Legal name
2. Date of birth 3/19/70
3. Gender
4. Social security number 323-76-4001

In addition to the above, please forward a written theory of liability as well as the current amount of specials.

Sincerely,

Thomas Malatia
Claims Representative

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*

*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

January 3, 2012

Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tallgate Road, Suite D
Elgin, IL 60123

| | | |
|---|---|---|
| **RE:** | **Claimant:** | **Paul Dulberg** |
| | **Your Insured:** | **Caroline and Bill McGuire** |
| | **Claim No.:** | **13-2779-11** |
| | **DOA:** | **06/28/11** |

Dear Mr. Malatia:

In response to your letter of December 28, 2011, please be advised as follows:

1. Paul Dulberg
2. 03/19/70
3. Male
4. 323-76-4001

Thank you for your cooperation.

Very truly yours,

COPY

**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to Auto Owners Ins def's ins 1-3-11.wpd

*Kegan Office*
*Martin Luther*
*King, Jr. Avenue*
*Kegan, IL 60085*

**Also licensed in Wisconsin and Indiana*
*†Also licensed in Wisconsin*

The Law Offices of Thomas J. Popovich P.C.

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*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

December 5, 2011

David Gagnon
39010 90th Place
Genoa City, Wisconsin 53128

**RE:** ***Injury to Paul Dulberg on June 28, 2011***

Dear Mr. Gagnon:

Please be advised that I have been retained to represent Paul Dulberg for injuries her suffered in a chainsaw accident on June 28, 2011, due to your negligence. Please forward this correspondence on to your homeowner's liability insurance carrier and have them contact me to discuss this claim.

If you have any questions, please feel free to call.

Very truly yours,

COPY

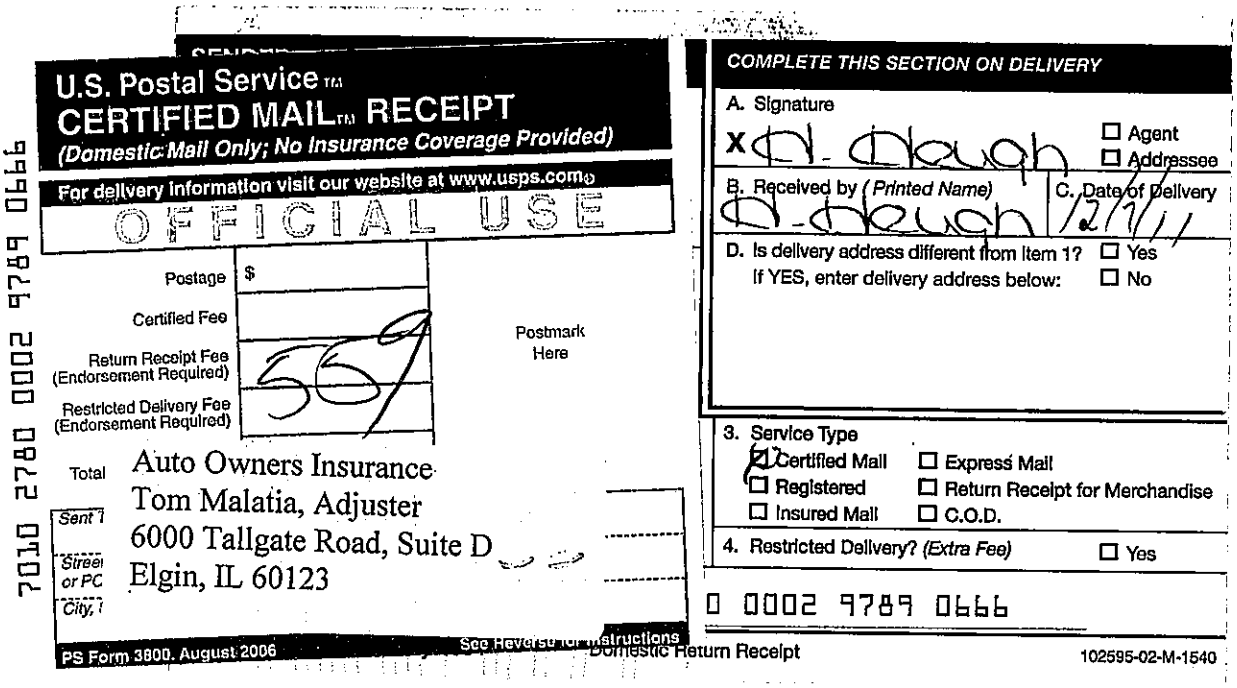
**HANS A. MAST**

smq

S:\Main\DULBERG, PAUL\Letters\Letter to David Gagnon 12-5-11.wpd

**Also licensed in Wisconsin and Indiana*
*†Also licensed in Wisconsin*

*Waukegan Office*
*210 North Martin Luther King, Jr. Avenue*
*Waukegan, IL 60085*



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Sent To
Auto Owners Insurance
Tom Malatia, Adjuster
Street or PO Box
6000 Tallgate Road, Suite D
City, State
Elgin, IL 60123

PS Form 3800, August 2006 See Reverse for Instructions

7010 2780 0002 9789 0666

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) [signature] C. Date of Delivery 12/7/11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

0 0002 9789 0666

Domestic Return Receipt 102595-02-M-1540

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
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*Thomas J. Popovich*

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*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

December 5, 2011

**VIA CERTIFIED MAIL:**

Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tallgate Road, Suite D
Elgin, IL 60123

| | | |
|---|---|---|
| RE: | Claimant: | Paul Dulberg |
| | Your Insured: | Caroline and Bill McGuire |
| | Claim No.: | 13-2779-11 |
| | DOA: | 06/28/11 |

Dear Mr. Malatia:

Please be advised that I have been retained to represent Paul Dulberg for personal injuries he suffered in a chainsaw accident on June 28, 2011. Enclosed is our Notice of Attorney's Lien.

Please contact me to discuss this matter as soon as possible.

Very truly yours,

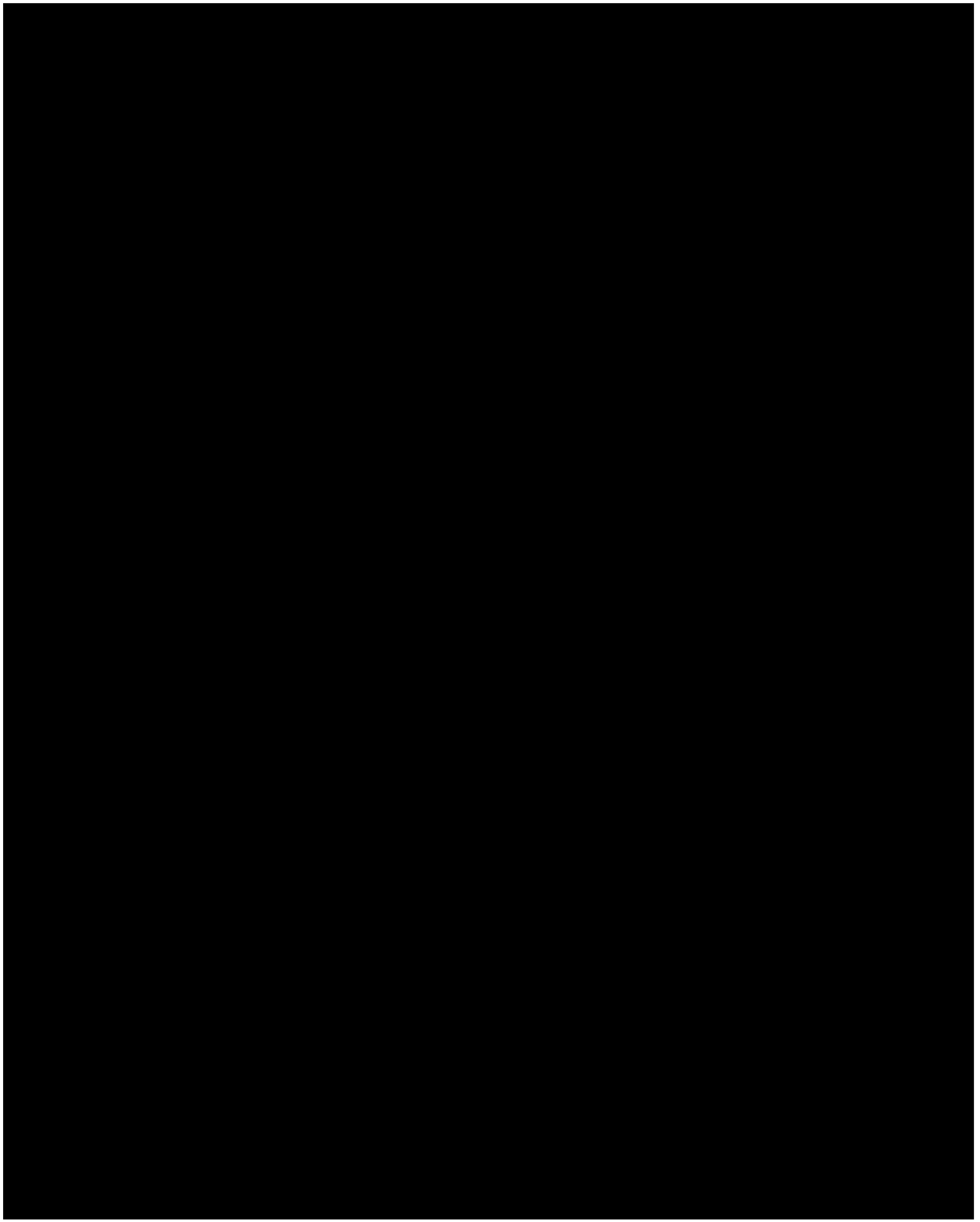
**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Auto Owners Ins def's ins 12-5-11.wpd

**Also licensed in Wisconsin and Indiana*
*†Also licensed in Wisconsin*

*Waukegan Office*
*210 North Martin Luther King, Jr. Avenue*
*Waukegan, IL 60085*



**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 WEST ELM STREET
MCHENRY, IL 60050
PHONE: 815-344-3797
FAX: 815-344-5280

## NOTICE OF ATTORNEY'S LIEN

TO: Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tallgate Road, Suite D
Elgin, IL 60123

| | | |
|---|---|---|
| RE: | Claimant: | Paul Dulberg |
| | Your Insured: | Caroline and Bill McGuire |
| | Claim No.: | 13-2779-11 |
| | DOA: | 06/28/11 |

You are hereby notified that **PAUL DULBERG**, has placed in my hands as his attorney, for suit or collection, a claim, demand or cause of action against the Defendant in the above matter growing out of a certain accident that occurred on or about **June 28, 2011, at 1016 W. Elder Avenue, McHenry, Illinois, McHenry County** and has agreed to pay me for my services certain legal fees not exceeding one-third of whatever amount may be recovered therefrom by suit, settlement or otherwise, plus costs and that a lien is hereby made and placed upon said claim, demand or cause of action of such fee.

Hans A. Mast

I, Han A. Mast, an attorney, on oath state that I served this Notice by mailing a true and correct copy of the same to the party(s) listed above and depositing the same in the U.S. Mail at McHenry, Illinois before 5:00 p.m. on December 5, 2011.

Hans A. Mast

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, IL 60050
815-344-3797

S:\Main\DULBERG, PAUL\Documents\Auto Owners Ins def's ins 12-5-11.wpd

December 6, 2011

Dr. Frank Sek
MEDICAL RECORDS/PATIENT BILLING
4606 W. Elm Street
McHenry, IL 60050

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

Dear Sir or Madam:

Please be advised that the above-captioned person is represented by the LAW OFFICES OF THOMAS J. POPOVICH, P.C. We respectfully request the following information:

- Complete copy of the patient's file with your facility, including correspondence, doctor/nurse notes and therapy records from 06/28/11 to present; and

- Itemized bills for services rendered.

Attached please find a HIPAA authorization signed by our client/your patient permitting the release of the foregoing documents being requested.

Please direct these documents back to my attention by mailing the information to the address listed above. Thank you for your prompt attention to this request.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

December 6, 2011

Associated Neurology
1900 Hollister Dr., #280
Libertyville, IL 60048

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

Dear Sir or Madam:

Please be advised that the above-captioned person is represented by the LAW OFFICES OF THOMAS J. POPOVICH, P.C. We respectfully request the following information:

- Complete copy of the patient's file with your facility, including correspondence, doctor/nurse notes and therapy records from 06/28/11 to present; and

- Itemized bills for services rendered.

Attached please find a HIPAA authorization signed by our client/your patient permitting the release of the foregoing documents being requested.

Please direct these documents back to my attention by mailing the information to the address listed above. Thank you for your prompt attention to this request.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

December 6, 2011

Northern Illinois Medical Center
MEDICAL RECORDS/PATIENT BILLING
4201 Medical Center Dr.
McHenry, IL 60050

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

Dear Sir or Madam:

Please be advised that the above-captioned person is represented by the LAW OFFICES OF THOMAS J. POPOVICH, P.C. We respectfully request the following information:

- Complete copy of the patient's file with your facility, including correspondence, doctor/nurse notes and therapy records from 06/28/11 to present; and

- Itemized bills for services rendered.

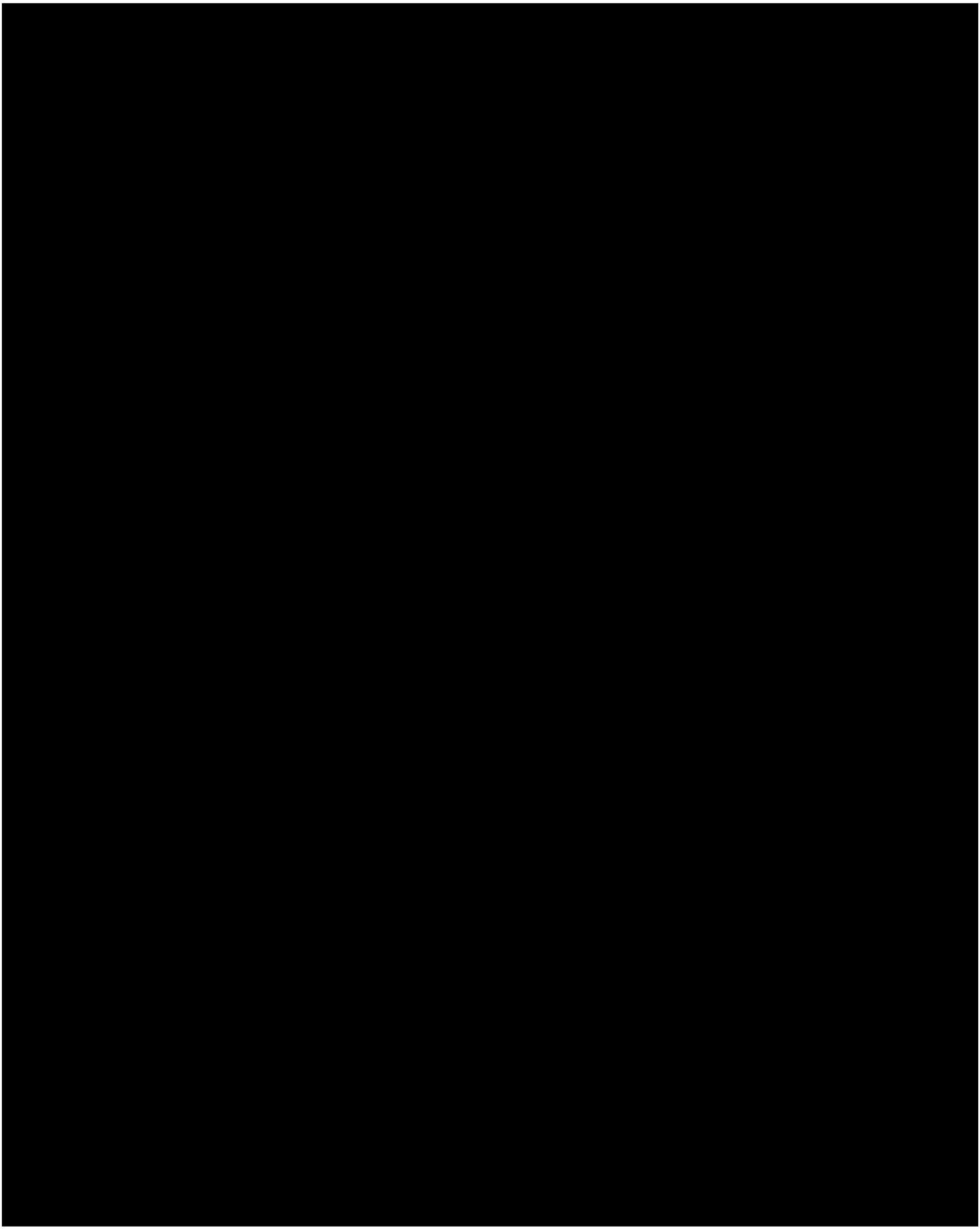
Attached please find a HIPAA authorization signed by our client/your patient permitting the release of the foregoing documents being requested.

Please direct these documents back to my attention by mailing the information to the address listed above. Thank you for your prompt attention to this request.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal



BGSA
Botto Gilbert Schottland & Andrle
ATTORNEYS AT LAW

*Francisco J. Botto*
*Theodore A. Gilbert*
*James H. Andrle III*
*Carolina A. Schottland*
*Kelly L. Lancaster*

*Tracy A. Izquierdo*
*Margi L. Worth*
*Michelle C. Gehris*
*Robert V. Deters*
*Christine D. Gale*
*Thomas B. Spencer IV*

# Personal Injury Frequently Asked Questions

1. Should I submit my bills to my health insurance?

   Answer: Yes. There are many reasons why it is important for you to submit all of your medical bills to your health insurance. First, doctors and hospital expect to get paid, and if they are not paid in a timely fashion, they will be sending your bills to collection. Obviously, you want to avoid this case scenario. More importantly, health insurances typically have agreements with hospitals and medical providers that enable them to pay the medical bills at a discount rate. In other words, if you have a medical bill in the amount of $10,000.00, and you don't have health insurance, the hospital or the medical provider will demand that you pay the full amount. On the other hand, if you have health insurance, your health insurance will pay only a negotiated percentage of the $10,000.00. Your health insurance will require you to pay back the medical bills once the party at fault comes forward and pays you an award. The amount you must reimburse your health insurance is typically lower than the original bill from the hospital and/or medical provider.

2. How do I know if I have med pay available through my own auto insurance, and how do I get that money?

   Answer: You need to look at your policy. Also, when you receive a bill from your auto insurance, typically there's a breakdown of the policy limits and whether or not you're paying for uninsured coverage, med pay, etc. In order to receive the med pay money from your own insurance company you need to fill out a form explaining how the accident happened, submit a copy of the police report and also submit medical bills. Different insurance companies may have different requirements, but most insurance companies require this basic information before they honor the med pay provision in their policy.

3. Will submitting my bills to my health insurance or auto insurance affect my case?

   Answer: It will affect your case in a positive way. It will ease your worries. You should focus on receiving the treatment you need to become healthy again. Submitting your bills to your health insurance and auto insurance will provide your medical providers with the assurance that their services will be paid and, therefore, there is a good chance that you will continue to be receiving medical care without interruptions.

4. Why should I submit my bills to my own insurance company when the accident was not my fault?

   Answer: This question is asked repeatedly in many different ways. For example, people ask "why isn't the at fault parties' insurance company paying for my medical bills now?" or "why do I have to wait until I am done treating for the at fault party to pay?" You should submit your bills to your own insurance company because the insurance company for the party at fault will not be paying your medical bills immediately. That is just the reality that the vast majority of the people have to deal with after their personal injury case. There are many reasons why the insurance company for the person at fault will not pay your bills immediately. First, they may have legitimate reasons to deny the claim. There may be issues about liability or simply their insured has told them a different version of the events from what actually happened. Accordingly, they may need to investigate the occurrence prior to paying out the claim.

   Sometimes liability is not the issue, but the parties disagree in the amount of damages. In deed it will be impossible to determine the amount of damages and the actual value of your case until the injured party has completed his/her treatment.

   The reasons why you must submit your bills to your own insurance company are intertwined with the reasons as to why the insurance company for the party at fault will not pay your medical bills immediately. You cannot explain one without the other. We have addressed briefly as to the reasons, but for more details please feel free to contact us.

5. Can I talk to my own insurance company?

   Answer: You should cooperate with your **own** insurance company. Your own insurance company will not help you unless you cooperate. We suggest that you keep your attorney informed of all the communication you have with your own insurance company. If you do not feel comfortable answering some of the questions they ask, please consult your attorney prior answering the questions. But you should always cooperate with your **own** insurance company.

6. What do I do if the other party's insurance tries to contact me?

   Answer: You should not engage in any conversation with the other party's insurance company. You should simply indicate that you are being represented by an attorney and inform them of who your attorney is, giving them the attorney's name and phone number. You should then hang up the phone.

*Francisco J. Botto*
*Theodore A. Gilbert*
*Carolina A. Schottland*
*Kelly L. Lancaster**
**Also licensed in Wisconsin*

BGSA
Botto Gilbert Schottland & Andrle
ATTORNEYS AT LAW

*Tracy A. Izquierdo*
*Margi L. Worth*
*Michelle C. Gehris*
*Robert V. Deters*
*Christine D. Gale*
*Thomas B. Spencer*

November 28, 2011

***VIA CERTIFIED AND REGULAR U.S.MAIL***
Mr. Paul Dulberg
4606 Hayden Ct.
McHenry, IL 60051

Re: Personal Injury Incident – June 28, 2011
Botto Gilbert Schottland Lancaster, P.C. File No. 11-1769 → 10:30 AM

Dear Mr. Dulberg:

Please be advised that after reviewing your file, we have concluded that the law office of Botto Gilbert Schottland Lancaster, PC will be unable to represent you with regard to your claim for injuries, as a result of the incident of June 28, 2011. Other attorneys may view this matter differently and, therefore, if you wish to pursue this matter further, please be sure to contact another attorney immediately.

The statute of limitations for a personal injury cause of action in Illinois is two years from the date of the injury. Based on the information I gathered from you, the statute will run on June 28, 2013. If you fail to file a lawsuit within the two year statute period, your right to obtain money damages for your injuries will be forever barred. Accordingly, I urge you to contact another attorney as soon as possible if you wish to pursue this matter.

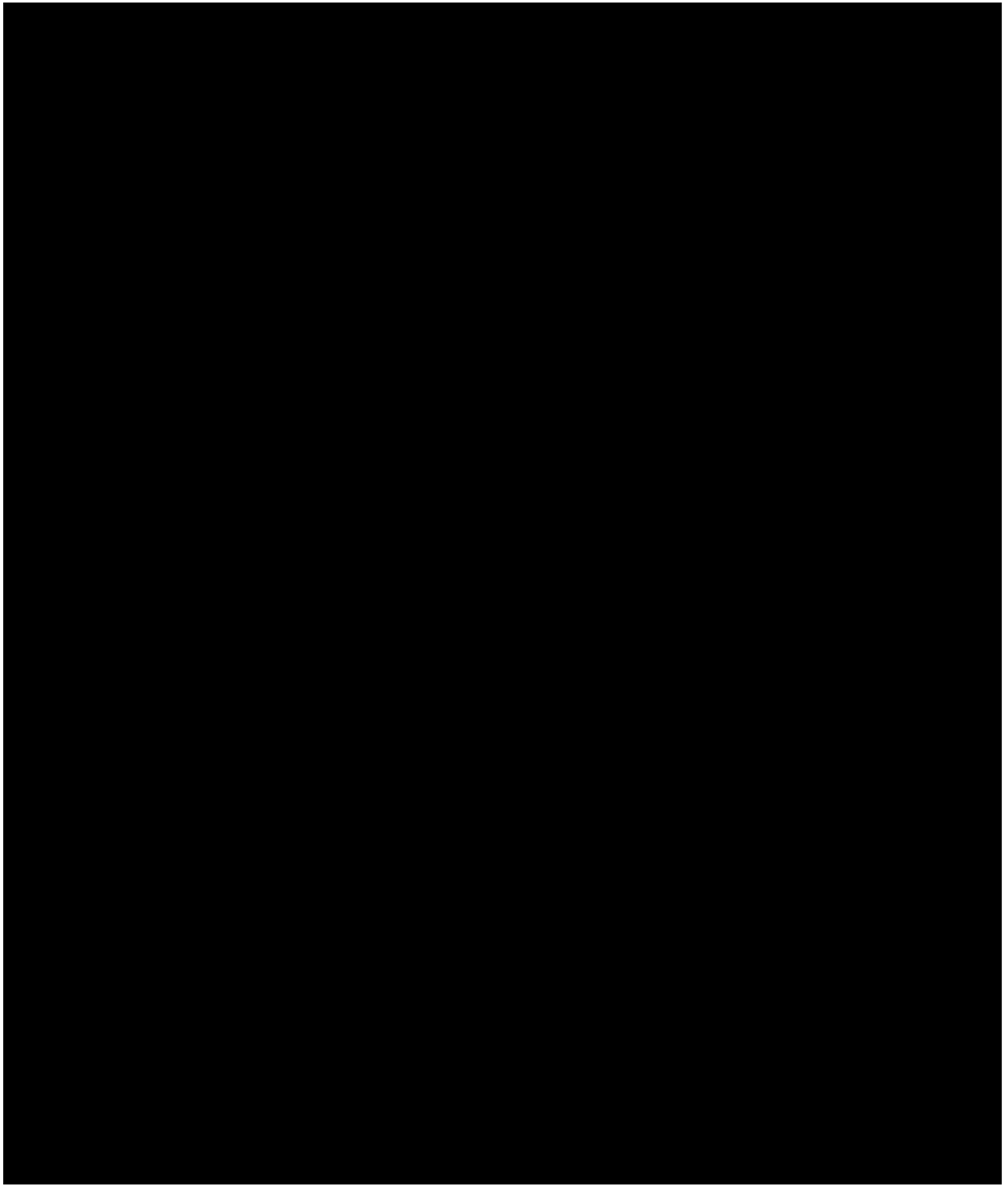
Thank you for allowing me the opportunity to have investigated this matter on your behalf. I wish you the best of luck in your future endeavors.

Very truly yours,

**Botto Gilbert Schottland Lancaster, P.C.** →

**Francisco J. Botto**

FJB/tc



BGSA
Botto Gilbert Schottland & Andrle
ATTORNEYS AT LAW

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*Theodore A. Gilbert*
*James H. Andrle III*
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*Thomas B. Spencer IV*

We would like to take this opportunity to thank you for entrusting your case with our firm. Hopefully the following information will help you understand what you can expect throughout our handling of your personal injury case.

**Investigation:**
It is extremely important that you do not discuss your case with anyone except your health care providers or our staff. If you receive calls from anyone requesting information please direct them to our office. In order to assist our investigation, please supply us with any photographs that you have pertinent to the issue of how the accident happened or the extent of your injuries. If, during the course of your case, you become aware of additional injuries, please make sure to contact us to provide us with that information.

**Medical Treatment & Bills:**
From the onset, the most important thing for you to do is to get the medical care and attention that is necessary in order for your injuries to heal. It is always best to follow the recommendation of your healthcare providers. It is also very important to keep us up to date with your current treatment and provide us with the names of your health care providers. Enclosed you will find a Health Care Provider Sheet for you to write down the name and location of any health care providers, including pharmacies, that you see for your injuries. This will ensure that none of your health care providers are forgotten. Additionally, we have provided several self-addressed stamped envelopes for you to forward copies of any bills you receive or out of pocket expense you incur, so that we can keep an accurate and current account of all your medical providers.

While the at-fault parties insurance company will not provide payment for your medical bills as they are incurred, you do have a number of options in having those medical bills paid. If you have health insurance please provide that information to all your health care providers and ask that the bills be provided to your health insurance provider (see the enclosed F.A.Q. for more information). In the event that your health insurance pays the bills related to your accident please keep in mind that they may seek to be reimbursed at the conclusion of your case. If you have medical payment coverage under your automobile insurance you should provide that information to your health care providers so they can bill your insurance company directly. Again, at the time of settlement your insurance company will be entitled to be reimbursed for any payments they made.

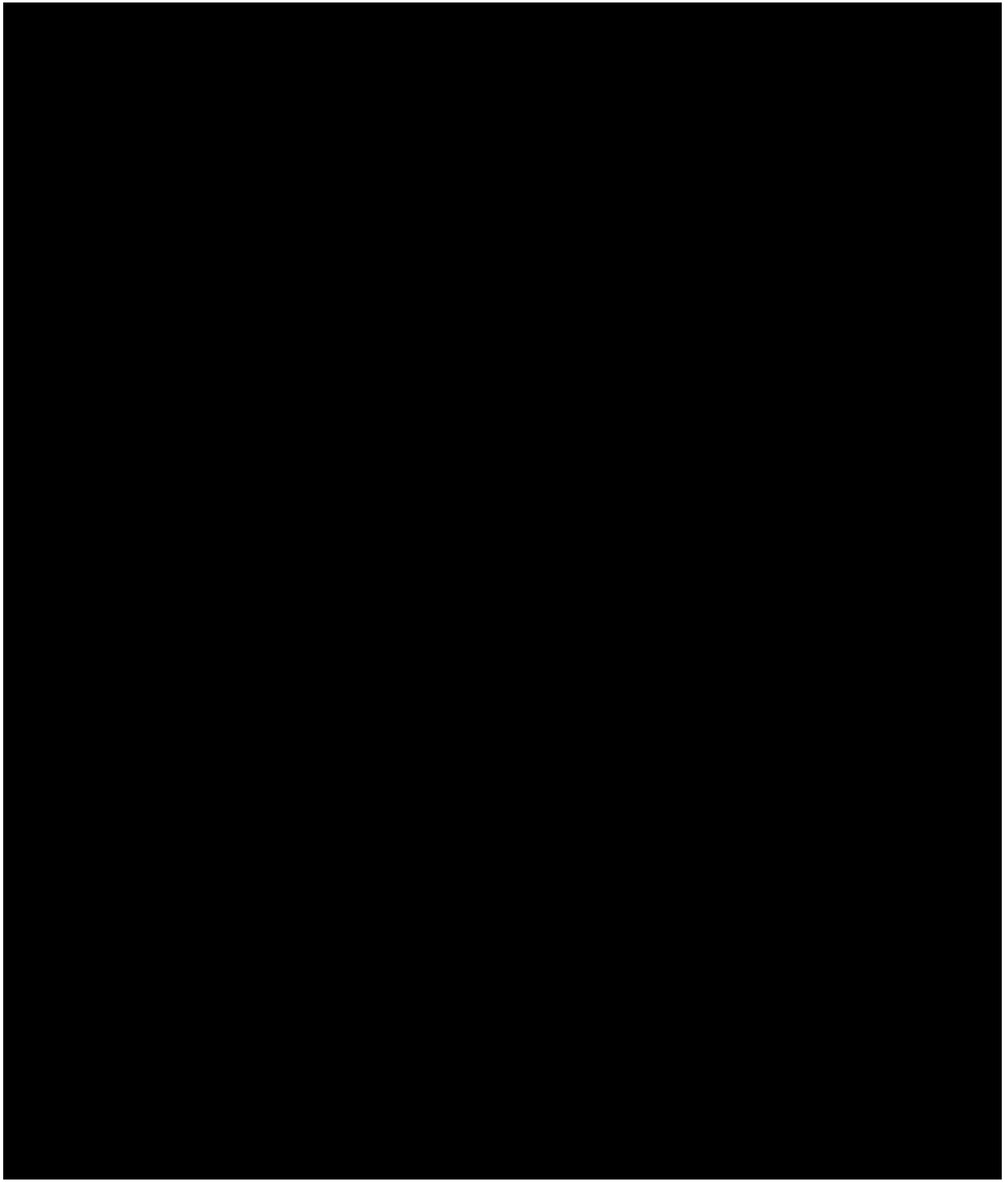
The third option is to ask your medical provider to send a lien to our office. In the event that they do send a lien, at the time of settlement the medical provider will be paid out of the proceeds of the settlement. Lastly, you can contact the medical provider directly to set up a payment plan. Despite all of the above options, medical bills are still sometimes sent to collections. In the event that a bill is sent to collections please let us know (as we often do not get notice) and we will work on your behalf to attempt to hold off collection attempts until your case has been resolved.

**Resolving Your Case:**
It is important to understand that each claim is unique and there is no standard time frame in which we can guarantee your claim will be resolved. The amount of time it takes and the value of your case is largely dependent on the type of injury you have and how you respond to medical treatment. We do not want to resolve your claim until you have completed your medical treatment and know the extent of your injuries. Once we are in a position to proceed with negotiations with the insurance company we will discuss the specifics of your case, including our analysis of liability and value with you.

**Filing a Lawsuit:**
At some point it may become necessary to proceed with the filing of a lawsuit whether; it be because the insurance company has denied your claim, refused to pay a reasonable settlement or the time period in which to resolve your case is drawing near. If we determine that filing a lawsuit is the best manner in which to resolve your claim, we will discuss why and what to be expected during the pendency of the lawsuit prior to the suit being filed.

**Communication:**
At Botto Gilbert Schottland & Andrle, P.C. we strive to answer all of our clients' questions and provide them with timely information. If there is a development with your case you can rest assured that we will contact you, however, please feel free to contact us to get updates or with any questions you may have. It is equally important that you keep us informed as to your medical providers, any new injuries and if there is any change in address or phone number.

Again, thank you for entrusting the attorneys of Botto Gilbert Schottland & Andrle, P.C. with your personal injury claim.



January 8, 2015

*VIA CMRRR No.7011-2000-0002-4788-8927*

Paul Dulberg
4606 Hayden Court
McHenry, IL 60050

RE: Injured Person: Paul Dulberg
Injured Person Address: 4606 Hayden Court, McHenry, IL 60050
Date of Injury: June 28, 2011
Health Care Professionals: Michelle Shamash, OT; Darlene Verenski, OT
Health Care Professional Address: 498 S. Route 12, Suite C, Fox Lake, IL 60020
Account No.:0042000185
Liable Party: UNKNOWN
Carrier: UNKNOWN
Carrier Claim No.: UNKNOWN

Dear Mr. Dulberg:

The purpose of this letter is to provide you written notice of the lien rights of Michelle Shamash, OT and Darlene Verenski, OT pursuant to the Health Care Services Lien Act, 770 ILL. COMP. STAT. ANN. §§ 23/1-23/999 (West, WESTLAW through P.A. 95-1 of the 2007 Reg. Sess.). Pursuant to § 23/10, Michelle Shamash, OT and Darlene Verenski, OT are health care professionals that render services in the treatment, care, or maintenance of the injured person Paul Dulberg, and hereby claim a lien upon all claims and causes of action of the injured person Paul Dulberg for the amount of Michelle Shamash, OT's and Darlene Verenski, OT's reasonable charges up to the date of payment of damages to the injured person Paul Dulberg. Pursuant to § 23/15, a judgment, award, settlement, or compromise secured by or on behalf of an injured person may not be satisfied without the injured person or his or her representative first giving notice of the a judgment, award, settlement, or compromise to the health care professional who has rendered services and served a lien notice hereunder.

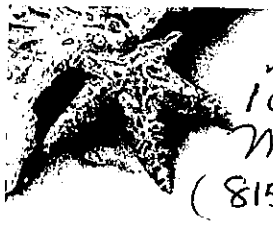
If you should have any questions, then please contact the undersigned at your earliest opportunity. My direct number is 713-297-6386.

Sincerely yours,
U.S. Physical Therapy, Inc.

Leon E. Pegg, Associate Counsel

cc: Hans Mast *VIA CMRRR No.7011-2000-0002-4788-8910*
Attorney At Law
3416 W. Elm Street
McHenry, IL 60050

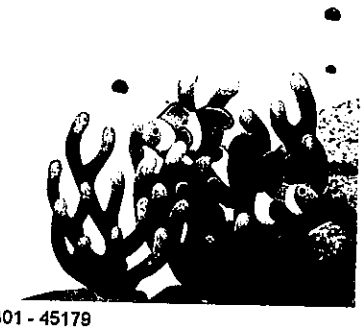
U.S. PHYSICAL THERAPY, INC.
1300 W. SAM HOUSTON PKWY :: SUITE 300 :: HOUSTON, TEXAS 77042 :: 713.297.7000 :: 713.297.7090 FAX
WWW.USPHYSICALTHERAPY.COM



Mrs. Carolyn McGuire
1016 W. Elder Ave.
McHenry, IL. 60051
(815) 344-4274

Auto-Owners
Insurance
Tom-adjustor
(847) 587-3077
Cell (call this No.)
Claim# 13-2779-11
Phone to Auto Owners
(847) 531-8063
Tom Ext. 3808

Cc:
Son-Dave
Gagnon



P11ABD49 - B01 - 45179

# MEMORANDUM

TO: File

FROM: Hans

DATE: April 13, 2012

SUBJECT: **PAUL DULBERG - RECORDED PHONE STATEMENT FROM DEFENDANT, DAVID GAGNON**

**Recorded statement saved under "Dulberg file - starts 9:16 to 6:03.**

I was turning _____ so that the back was going to cut and an easier go at it. Therefore, the branches that came down, I guess I can say "we" without saying "me" opted to stand the branches up and proceeded to cut. We done this many times, basically scalding off the small branches to make in size of 2 or 3 inch diameter pine needles left, nothing of real value to something to clean up. So, in doing so we had cut probably, I don't know, have a cord of little tiny pieces and had some left and we got to one where I didn't change position, and just so you it was the way that I was operating the saw and it checked, in other words, I wasn't free wheeling it out in front of me, always in position and we got to a branch that maybe we shouldn't have tried to cut, it was a little flimsy, so when I hit the crotch it flexed. At that time, yes I was handling the saw, but Paul at the same time and just because we know each other so well, I assumed it would be ok to support it. In doing so, I was already into the cut and the crotch just _____ and I just nicked his arm. So I am wondering at this point, I was there in the operating room I looked into his flesh I was there weeping with him not accepting negligence or responsibility in full but certainly feeling my friend's pain, calling my mother of course she is concerned, she provided for all of the information and such for his medical bills and whatever to be paid and paid for his medication that day for pain and actually gave him some money for, you know, doing the work. I think _____ and he worked and he probably had intentions of getting something and actually I am wondering what is the premise that he is suing on and to what extent if you can answer those questions for me because I have known Paul for a long time, ok, I am going to tell you something else, he helped me roof my roof this summer, he did renovation work for a guy over here in Twins Lakes and ironically we talked and you know and I'm like yeah I know that guy, his name is Mike Thomas and, I mean, what is the premise that is he suing on?

Hans - I would be happy to tell ya, I mean, I don't know if you know this, our lines are recorded, but I don't have to keep it if you don't want me to.

No, I don't care, everything I am saying is the truth and that's the way that I operate and I'm glad that it is recorded and that we are both verified and so continue.

Hans - I don't expect you to tell me anything but the truth anyway, so as long as that is a good deal then fine.

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POP 000406

EXHIBIT
NO. 1
3-20-13 pe
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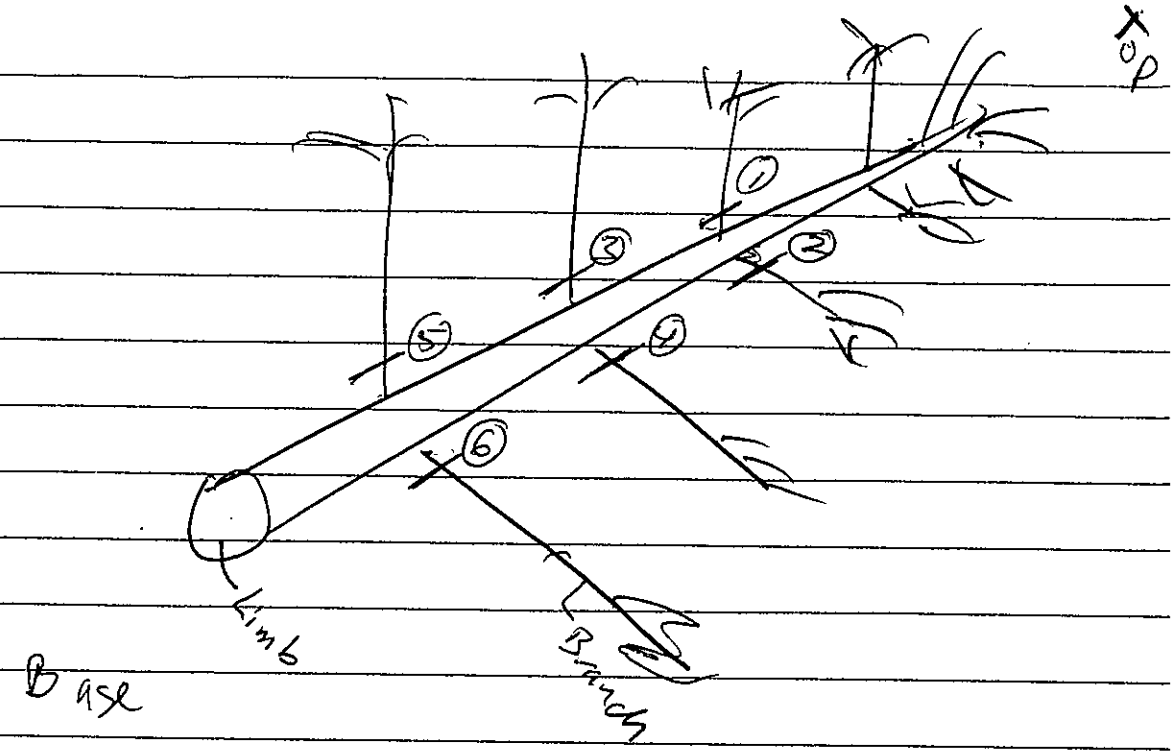



EXHIBIT
Cayuga 1
MMO
PENGAD 800-631-6989

LAW OFFICE OF
SCOTT A. HIERA, LLC

Scott A. Hiera
Bryan D. Sullivan
Jenny Hay - Office Manager/Paralegal
Debra L. Sabo - Paralegal

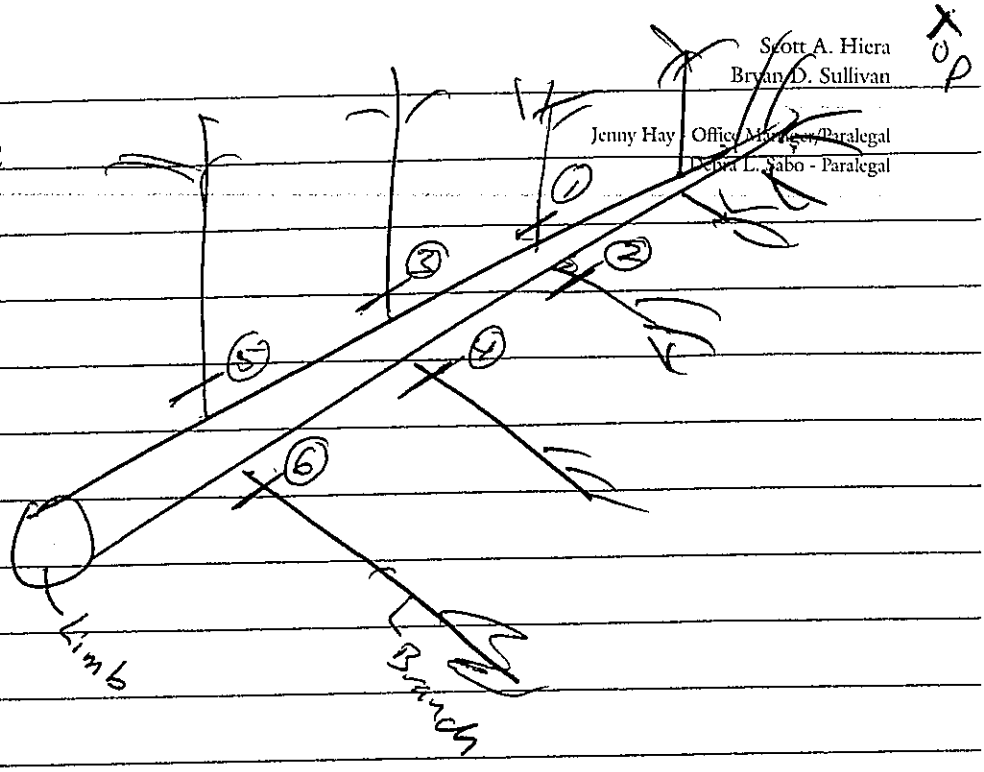



EXHIBIT
Cayuga 1
MMO
PENGAD 800-631-6989

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SCOTT A. HIERA, LLC

Scott A. Hiera
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Jenny Hay - Office Manager/Paralegal
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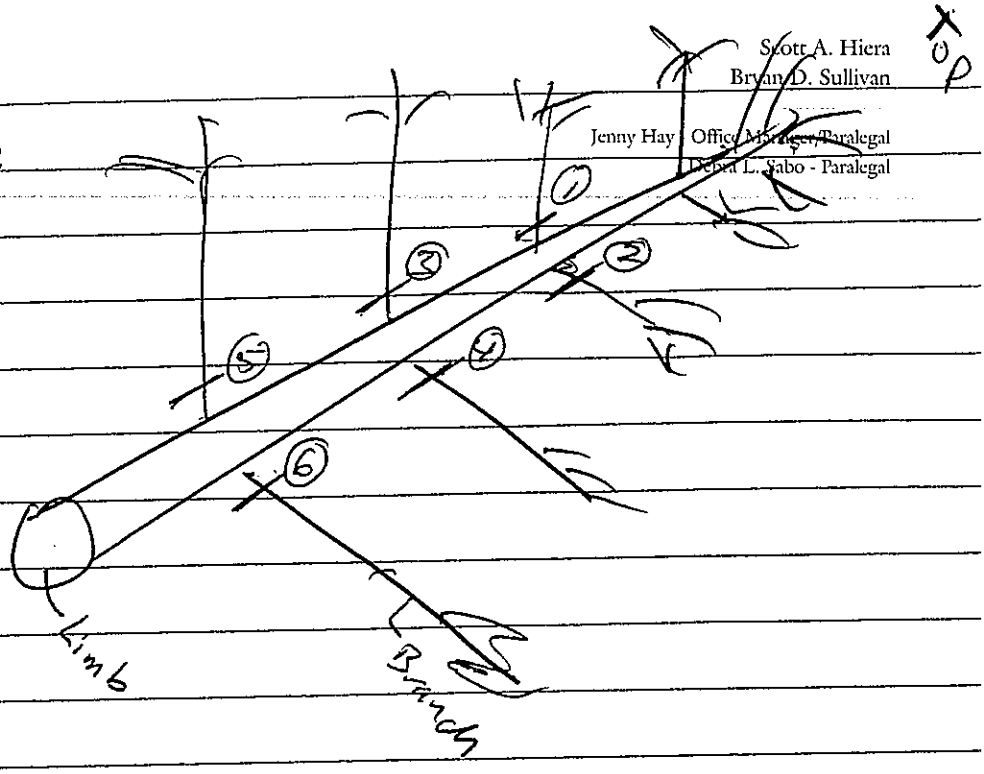



EXHIBIT
Crayon 1
MMO
PENGAD 800-631-6989

LAW OFFICE OF
SCOTT A. HIERA, LLC

Scott A. Hiera
Bryan D. Sullivan

Jenny Hay - Office Manager/Paralegal
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Top

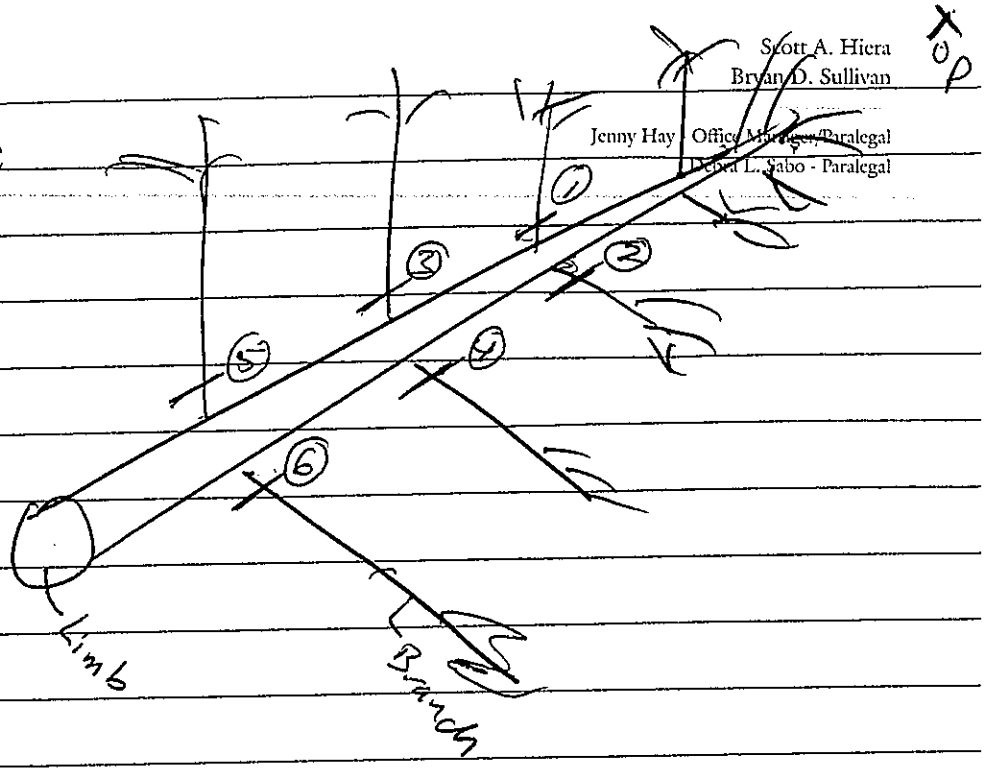



EXHIBIT
Cayuga 1
MMD
PENGAD 800-631-6989

efco®
Legendary Italian Design and Performance

Fuel/oil mix 50:1

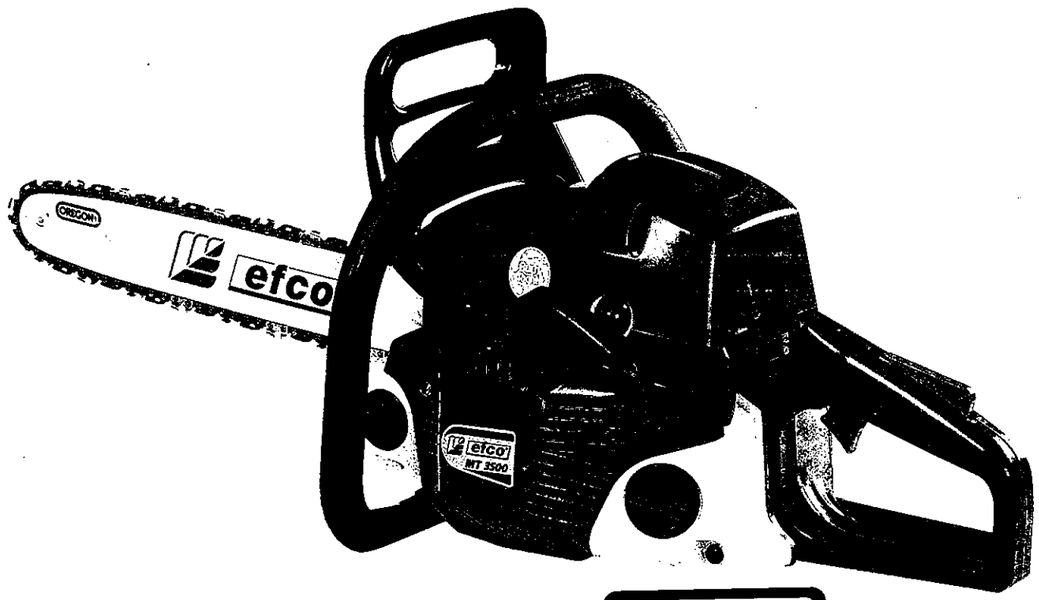
# MT 3500 (2.38 cu.in)

**en** OPERATOR'S INSTRUCTION MANUAL

**fr** MANUEL D'UTILISATION ET D'ENTRETIEN

**es** MANUAL DE INSTRUCCIONES

Emak S.p.A. Bagnolo in Piano (RE) ITALY
9840200296




**EN** - MT 3500 chain saw is for occasional use only
**FR** - Tronçonneuse MT 3500 est à usage occasionnel seulement
**ES** - Motosierra MT 3500 es sólo para uso ocasional

EXHIBIT
PENGAD 800-631-6989
NO. 2
3-20-13 PR

**en** **WARNING:** To ensure safe and correct operation of the chainsaw, this 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.

**fr** **AVERTISSEMENT:** Afin de garantir un fonctionnement correct et en toute sécurité de la tronçonneuse, il est recommandé de toujours conserver le manuel de l'utilisateur à proximité de la machine. Ne prêtez ou ne louez jamais votre tronçonneuse sans fournir le présent manuel d'utilisation et d'entretien.

**es** **ADVERTENCIA:** Para garantizar el funcionamiento seguro y correcto de la motosierra, este manual del operador deberá conservarse siempre con la máquina o estar cerca de ella. No preste ni alquile la motosierra sin el manual de instrucciones del operador.

Mod. 50240178 - Dic/2009

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To correctly use the chain saw and prevent accidents, do not start work without having first carefully read this manual. You will find explanations concerning the operation of the various parts plus instructions for necessary checks and relative maintenance.
**Note: Illustrations and specifications in this manual may vary according to Country requirements and are subject to change without notice by the manufacturer.**

## THE OPERATOR'S MANUAL

Your operator's manual is for your protection. READ IT. Keep it in a safe place for reference. Know what you are doing before you begin assembly of the unit. Proper preparation and upkeep go hand-in-hand with satisfactory performance of the saw and safety.
Contact your dealer or the distributor for your area if you do not understand any of the instructions in this manual.
In addition to the operating instructions, this manual contain paragraphs that require your special attention.
Such paragraphs are marked with the symbols described below:
**Warning:** where there is a risk of an accident or personal injury or serious damage to property.
**Caution:** where there is a risk of damaging the machine or its individual components.

⚠ **WARNING - To ensure safe and correct operation of the chainsaw, this 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.**

⚠ **WARNING: Allow only persons who understand this manual to operate your chainsaw.**

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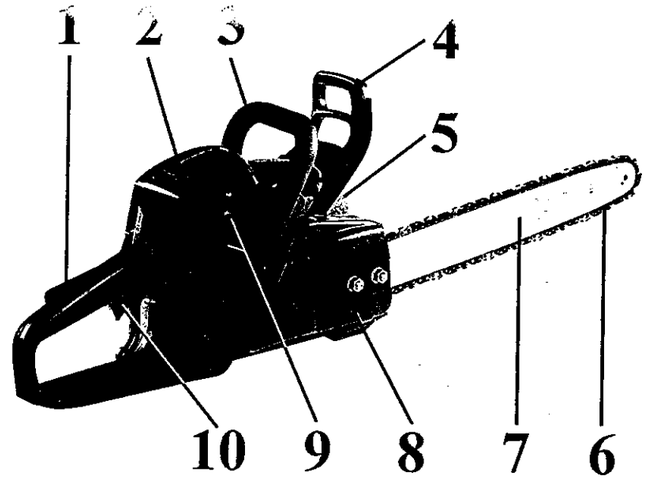
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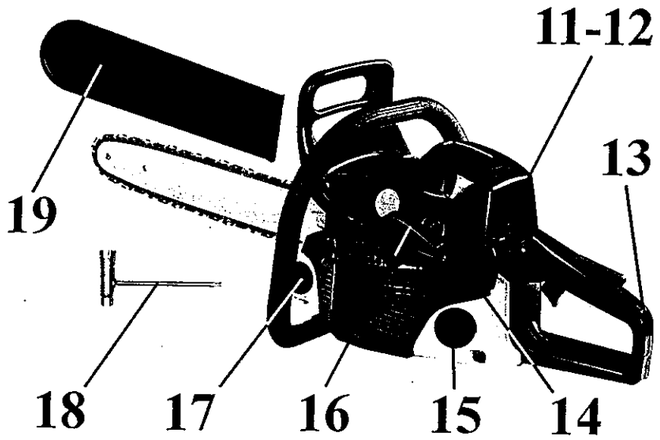
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**Chain Saw Components**

1 - Throttle Trigger Lockout
2 - Air Filter Cover
3 - Front Handle
4 - Chain Brake Lever / Hand Guard
5 - Muffler
6 - Chain
7 - Guide Bar
8 - Guide Bar Adjusting Screw
9 - Carburetor Adjustment Screws
10 - Throttle Trigger
11 - On/Off Switch
12 - Choke Lever
13 - Rear Handle
14 - Purge Bulb
15 - Fuel Tank Cap
16 - Starter Handle
17 - Oil Tank Cap
18 - Combination Wrench
19 - Bar Cover

## Almacenamiento de la motosierra

**ADVERTENCIA: Pare el motor y deje que se enfríe, y asegure la unidad antes de guardarla o de transportarla en un vehículo. Guarde la unidad y el combustible en un lugar donde los vapores del combustible no puedan ponerse en contacto con chispas o llamas de calentadores de agua, motores o interruptores eléctricos, hornos, etc. Guarde la unidad con todas las protecciones en su sitio. Colóquela de forma que ningún objeto afilado pueda causar lesiones de forma accidental a los transeúntes. Guarde la unidad fuera del alcance de los niños y de otras personas no autorizadas.**

1. Vacíe y limpie el depósito de combustible en un sitio bien ventilado.
2. Vacíe todo el combustible del depósito en un contenedor homologado para gasolina. Ponga el motor en marcha hasta que se pare. De esta forma, se eliminará toda la mezcla de combustible y aceite que podría deteriorarse y dejar barniz y goma en el sistema de combustible.
3. Limpie todo el material extraño de la sierra. Manténgala alejada de agentes corrosivos tales como productos químicos de jardinería y sales antihielo.
4. Cumpla todas las regulaciones estatales y locales relativas al almacenamiento y manejo seguros de gasolina. El exceso de combustible se debe utilizar en otros equipos accionados por motores de 2 ciclos.

**PRECAUCIÓN: Es importante evitar que durante el almacenamiento se formen depósitos de goma en los componentes fundamentales del sistema de combustible tales como el carburador, el filtro, el manguito o el depósito de combustible. Los combustibles mezclados con alcohol (denominados gasohol o E10 o que utilizan etanol, metanol) pueden atraer humedad, lo cual provoca la separación de la mezcla de combustible y la formación de ácidos durante el almacenamiento. El gas ácido puede dañar el motor.**

## DATOS TÉCNICOS

**MT 3500**

**MOTOR:**

| | |
|---|---|
| Cilindrada: | 2.38 cu. in (38.9 cc) |
| Calibre: | 1.58 in (40 mm) |
| Course: | 1.22 in (31 mm) |

**PERFORMANCES:**

| | |
|---|---|
| Velocidad de ralentí: | 3,000 RPM |
| Acelerador en màxima apertura (con barra y cadena): | 13,000 RPM |
| **Potencia:** | **2.0 HP/1.5 kW (9,000 RPM)** |

**SISTEMAS DE COMBUSTIBLE Y ACEITE:**

| | |
|---|---|
| Carburador: | Carburador de diafragma de posición múltiple |
| Capacidad del depósito de combustible: | 12.2 oz. (360 ml) |
| Mezcla de combustible: | Consulte la sección de funcionamiento correspondiente a la alimentación de combustible. |
| Capacidad del depósito de aceite: | 8.75 oz. (260 ml) |
| Lubricación de la cadena: | Bomba de desplazamiento con control automático de la velocidad |

**SISTEMA DE ENCENDIDO:**

| | |
|---|---|
| Bujía: | NGK BPMR8Y |
| Separación de la bujía: | 0.02 in. (0.5 mm) |





## Understanding Safety Labels Simbols

This symbol indicates Warning, and Caution.

Your manual contains special messages to bring attention to potential safety concerns, machine damage as well as helpful operating and servicing information.
**WARNING:** Read and follow all safety precautions in the instruction manual. Failure to follow instructions could result in serious personal injury.

Wear eye, hearing and head protection when operating this equipment.

Wear non-slip, heavy-duty protective gloves when handling the chain saw and saw chain.

**WARNING!** The surface can be hot!

Wear safety strong shoes or boots having skid-proof sole and anti-piercing insert.

**WARNING!** Beware of Kickback. Tip contact may cause the guide bar to move suddenly upward and backward, which may cause serious injury.

Contact of the guide bar tip with any object should be avoided. Tip contact may cause the guide bar to move suddenly upward and backward, which may cause serious injury.

Always hold saw properly with both hands.

Measured maximum kickback value without chain brake for the bar and chain combination on the label.

Fuel and oil mixture (see pag.19)

OIL

Chain Oil

Chain Brake

Chain Brake **ON**

Chain brake **OFF**

STOP

Engine STOP

Choke (low temperature starting aid – see pag.22)

## State and Local Requirements

Your saw is equipped with a temperature limiting muffler, a spark arresting screen and a bucking spike in order to comply with the requirements of SAE Recommended Practice J335 and California Codes 4442 and 4443. **All national forest land and land managed by the states of California, Maine, Washington, Idaho, Minnesota, New Jersey and Oregon require internal combustion engines to be equipped with a spark arrester screen by law. Other states and federal agencies are enacting similar regulations.**

If you operate a chain saw in a state or locale where such regulations exist, you are legally responsible for maintaining the operating condition of these parts. Failure to do so is a violation of a law. **Spark arrester maintenance is described in the Maintenance-Spark Arresting Muffler Section of the manual.**

**Note: When using a chainsaw for logging purposes, refer to Code of Federal Regulations, Parts 1910 and 1928.**

**WARNING: The ignition system of your unit produces an electromagnetic field of a very low intensity. This field may interfere with some pacemakers. To reduce the risk of serious or fatal injury, persons with pacemaker should consult their physician and the pacemaker manufacturer before operating this tool.**

**WARNING: Muffler surfaces are very hot during and after operation of the chain saw, keep all body parts away from the muffler. Serious burns may occur if contact is made with the muffler.**

**WARNING: Exposure to vibrations through prolonged use of gasoline powered hand tools could cause blood vessel or nerve damage in the fingers, hands, and wrists of people prone to circulation disorders or abnormal swellings. Prolonged use in cold weather has been linked to blood vessel damage in otherwise healthy people. If symptoms occur such as numbness, pain, loss of strength, change in skin color or texture, or loss of feeling in the fingers, hands, or wrists, discontinue the use of this tool and seek medical attention.**

**WARNING: The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. Operate your chainsaw outdoors only in a well ventilated area.**







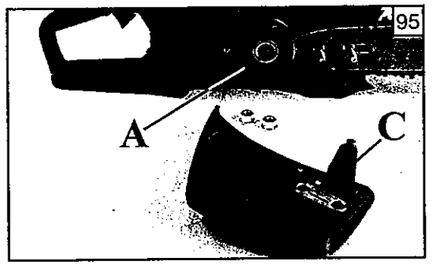
## Utilización de la tabla de solución de problemas

**ADVERTENCIA: Pare siempre la unidad y desconecte la bujía antes de aplicar las siguientes soluciones recomendadas, excepto para las soluciones que requieran poner la unidad en funcionamiento.**

Si el problema persiste tras comprobar todas las causas posibles indicadas, póngase en contacto con el concesionario de servicio. Si surge un problema que no aparece en esta tabla, póngase en contacto con el concesionario de servicio para obtener asistencia.

| PROBLEMA | CAUSA POSIBLE | SOLUCIÓN |
|---|---|---|
| El motor no arranca o funciona sólo durante unos segundos tras arrancarlo. **(Compruebe que el interruptor de masa se encuentra en la posición de arranque "I")** | 1. No hay chispa.<br><br>2. El motor está ahogado. | 1. Compruebe la chispa. Extraiga la cubierta del filtro de aire. Extraiga la bujía del cilindro. Vuelva a conectar el cable de la bujía y ponga la bujía en la parte superior del cilindro. Tire de la cuerda del motor de arranque y compruebe si se ve la chispa en la punta de la bujía. Si no hay chispa, repita la prueba con una bujía nueva (BPMR8Y).<br>2. Con el interruptor de masa en la posición de apagado, extraiga la bujía. Ponga la palanca cebador en la posición de funcionamiento (empujada por completo hacia adentro), y tire de la cuerda del motor de arranque 15 a 20 veces. De esta forma, se eliminará el exceso de combustible del motor. Limpie la bujía y vuelva a instalarla. Tire la palanca del arrancador, luego la empuse toda para activar el dispositivo de semi aceleración. Tire de la cuerda del motor de arranque tres veces con la palanca cebador en la posición de funcionamiento. Si el motor no arranca, ponga la palanca cebador en la posición de estrangulación, y repita el procedimiento de arranque normal. Si el motor sigue sin arrancar, repita el procedimiento con una bujía nueva. |
| El motor arranca pero no acelera correctamente: | Es necesario ajustar el chorro bajo **"L"** del carburador. | * Póngase en contacto con un concesionario de servicio para que ajusten el carburador. |
| El motor arranca pero no funciona adecuadamente a alta velocidad. | Es necesario ajustar el chorro alto **"H"** del carburador. | * Póngase en contacto con un concesionario de servicio para que ajusten el carburador. |
| El motor no alcanza la velocidad máxima o echa demasiado humo. | 1. Compruebe la mezcla de aceite y combustible.<br>2. El filtro de aire está sucio.<br><br>3. La pantalla de supresión de chispas está sucia.<br><br>4. Es necesario ajustar el chorro alto **"H"** del carburador. | 1. Utilice combustible nuevo y la mezcla correcta de aceite de 2 ciclos.<br>2. Límpielo según las instrucciones indicadas en la sección de mantenimiento correspondiente al filtro de aire.<br>3. Límpiela según las instrucciones indicadas en la sección de mantenimiento correspondiente al amortiguador de supresión de chispas.<br>4. * Póngase en contacto con un concesionario de servicio para que ajusten el carburador. |
| El motor arranca, se pone en marcha y acelera pero no se pone a ralentí. | Es necesario ajustar el carburador. | Gire el tornillo de velocidad de ralentí **"T"** en el sentido de las agujas del reloj para aumentar la velocidad de ralentí. (Si la cadena gira al ralentí, gire el tornillo de velocidad de ralentí **"T"** en el sentido contrario a las agujas del reloj para disminuir la velocidad); consulte la sección de funcionamiento correspondiente al ajuste del carburador. |
| La barra y la cadena se calientan y echan humo. | 1. El depósito de aceite de la cadena está vacío.<br>2. La cadena está demasiado tensa.<br><br>3. Funcionamiento del sistema de lubricación. | 1. El depósito de aceite se debe llenar cada vez que se llene el depósito de combustible.<br>2. Tense la cadena según las instrucciones indicadas en la sección de funcionamiento correspondiente a la tensión de la cadena.<br>3. Póngalo a aceleración máxima entre 15 y 30 segundos. Pare la motosierra y compruebe si gotea aceite del protector de la punta de la barra y de la barra guía. Si hay aceite, es posible que la cadena haya perdido brillo o que la barra esté dañada. Si no hay aceite, póngase en contacto con un concesionario de servicio. |
| El motor arranca y se pone en marcha, pero la cadena no gira.<br><br>**ADVERTENCIA: No toque nunca la cadena mientras el motor esté en funcionamiento.** | 1. El freno de la cadena está accionado.<br>2. La cadena está demasiado tensa.<br><br>3. Conjunto de cadena y barra guía.<br>4. La cadena o la barra guía están dañadas.<br>5. El tambor del embrague o la rueda dentada están dañados. | 1. Libere el freno de la cadena; consulte la sección de funcionamiento correspondiente al freno de la cadena.<br>2. Tense la cadena según las instrucciones indicadas en la sección de funcionamiento correspondiente a la tensión de la cadena.<br>3. Consulte la sección correspondiente al montaje de la barra y la cadena.<br>4. Consulte la sección de mantenimiento correspondiente a la cadena o a la barra guía.<br>5. Sustitúyalos si es necesario; póngase en contacto con un concesionario de servicio. |

***Nota:** Este motor cumple las regulaciones de la EPA (Agencia de protección del medio ambiente de EE.UU.) que tratan el control de las emisiones de gases de escape. Como resultado, las agujas de ajuste del carburador cuentan con tapas de plástico que limitan el giro con respecto al ajuste original de fábrica. Si la unidad presenta problemas de rendimiento específicos que no se puedan solucionar con las instrucciones indicadas en la sección de solución de problemas, llévela a un concesionario de servicio para su reparación.







## Freno de la cadena

Si el freno de la cadena no funciona correctamente, extraiga la cubierta del embrague y limpie los componentes del freno. Compruebe la existencia de desgaste en la banda del freno **(A, Fig. 95)** y sustitúyala si está desgastada o deformada.

**ADVERTENCIA: Si la banda del freno es demasiado fina por el desgaste, puede romperse al accionar el freno de la cadena. Si la banda del freno está rota, el freno no detendrá la cadena. El freno de la cadena se deberá sustituir en un concesionario de servicio autorizado si el grosor de alguna parte es inferior a 0.024" (0.6 mm). Las reparaciones del freno de la cadena las deberá realizar un concesionario de servicio autorizado. Lleve la unidad al establecimiento de compra si la adquirió mediante un concesionario de servicio, o al concesionario de servicio autorizado más próximo.**

Mantenga siempre limpio el mecanismo del freno de la cadena y lubrique ligeramente la articulación **(B, Fig. 96).**

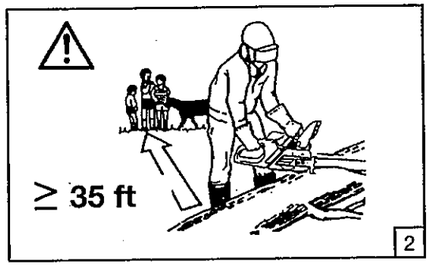
**Tras realizar tareas de revisión o limpieza, compruebe siempre el rendimiento del freno de la cadena según se describe en la sección de funcionamiento correspondiente al freno de la cadena.**

**ADVERTENCIA: Compruebe el sujetador de la cadena/tope de seguridad (C, Fig. 95) y sustitúyalos si están dañados.**

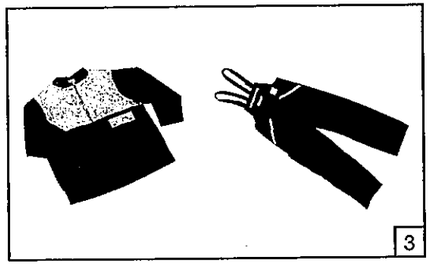


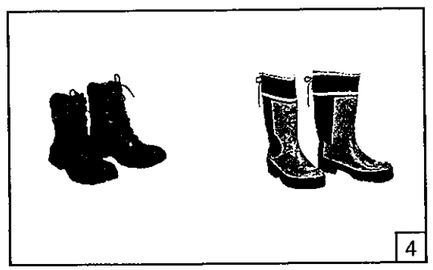


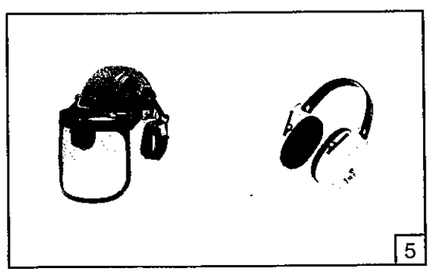

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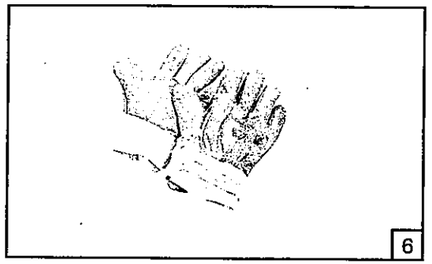

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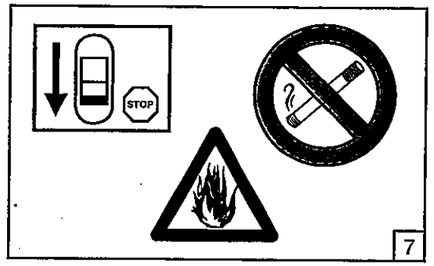

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## Basic Safety Precautions

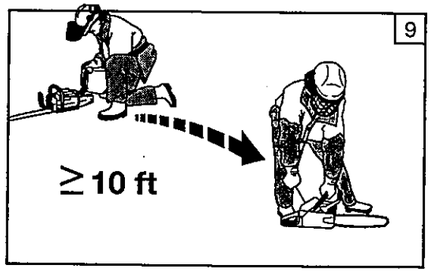
- Read this manual carefully until you completely understand and can follow all safety rules, precautions, and operating instructions before attempting to use the unit.
- Restrict the use of your saw to adult users who understand and can follow safety rules, precautions, and operating instructions found in this manual. Minors should never be allowed to use a chainsaw.
- Do not handle or operate a chain saw when you are fatigued, ill, or upset, or if you have taken alcohol, drugs, or medication. You must be in good physical condition and mentally alert. Chain saw work is strenuous. If you have any condition that might be aggravated by strenuous work, check with your doctor before operating a chain saw (Fig. 1). Be more cautious before rest periods and towards the end of your shift.
- 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 chain saw when starting or operating the chain saw (Fig. 2).
- Major cases of chainsaw accidents happen when the chain hits the operator. While working with the chainsaw, always use safety protective approved clothing. The use of protective clothing does not eliminate injury risks, but reduces the injury effects in case of accident. Consult your trusted supplier to choose equipment in compliance with legislation. The clothing must be proper and not an obstacle. Wear adherent anti-cut clothing. **Anti-cut jackets (Fig.3), dungarees (Fig.3) and leggings are ideal.** Do not wear clothes, scarves, ties or bracelets that may get stuck in wood or twigs. Tie up and protect long hair (example with foulards, cap, helmets, etc.). **Safety shoes or boots having skid-proof sole and anti-piercing insert (Fig.4). Wear protective helmet (Fig.5) in places where there can be falling objects. Wear protective goggles or face screens! Use protections against noises: for example noise reduction ear guards (Fig.5) or earplugs.** The use of protections for the ear requests much more attention and caution, because the perception of danger audio signals (screaming, alarms, etc.) is limited. **Wear anti-cut gloves (Fig.6, page 8).**
- Only loan your saw to expert users who are completely familiar with saw operation and correct use. Give other users the manual with operating instructions, which they have to read before using the saw.
- Check the chain saw each day to ensure that each device, whether for safety or otherwise, is functional.
- Never use a damaged, modified, or improperly repaired or assembled chain saw. Do not remove, damage or deactivate any of the safety devices. Only use bars of the length indicated in the table (page 12). Always replace bar, chain, hand guard, or chain brake immediately if it becomes damaged, broken or is otherwise removed.
- Carefully plan your sawing operation in advance. Do not start cutting until you have a clear work area, secure footing, and, if you are felling trees, a planned retreat path.
- All saw service, other than the operations shown in the present manual, have to be performed by competent personnel.
- The chain saw must only be used for cutting wood. It is unadvisable to cut other types of material.
- It is unadvisable to hitch tools or applications to the P.t.o. that are not specified by the manufacturer.


6

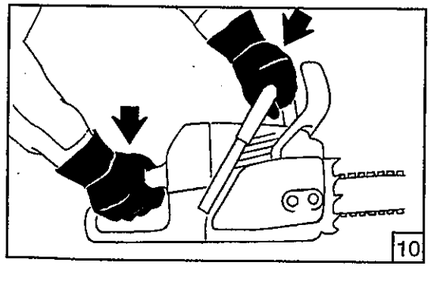


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8



9


10

## Fuel Handling

**WARNING: Gasoline is an extremely flammable fuel. Use extreme caution when handling gasoline or fuel mix. Do not smoke or bring any fire or flame near the fuel or the chainsaw (Fig. 7).**

- **To reduce the risk of fire and burn injury, handle fuel with care. It is highly flammable.**
- Mix and store fuel in a container approved for gasoline (Fig. 8).
- Mix fuel outdoors where there are no sparks or flames.
- Select bare ground, stop engine, and allow to cool before refueling.
- Loosen fuel cap slowly to release pressure and to keep fuel from escaping around the cap.
- Tighten fuel cap securely after refueling. Unit vibration can cause an improperly tightened fuel cap to loosen or come off and spill quantities of fuel.
- Wipe spilled fuel from the unit. Move 10 feet (3m) away from refueling site before starting engine (Fig. 9).
- Never attempt to burn off spilled fuel under any circumstances.
- Do not smoke while handling fuel or while operating the saw.
- Store fuel in a cool, dry, well ventilated place.
- Never place the saw in a combustible area such as dry leaves, straw, paper, etc.
- Store the unit and fuel in an area where fuel vapors cannot reach sparks or open flames from water heaters, electric motors or switches, furnaces, etc.
- Never take the cap off the tank when the engine is running.
- Never use fuel for cleaning operations.
- Take care not to get fuel on your clothing.

## Operation and Safety

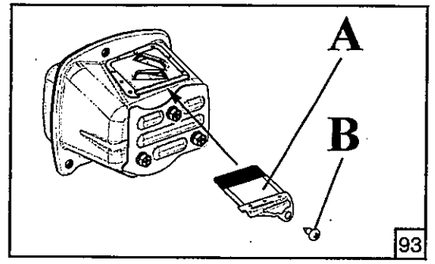
**WARNING: Always hold the chain saw with both hands when the engine is running. Use a firm grip with thumbs and fingers encircling the chain saw handles (Fig. 10).**

- Keep all parts of your body away from the saw chain when the engine is running.
- Always carry the chain saw with the engine stopped and chain brake engaged, the guide bar and saw chain to the rear, and the muffler away from your body. When transporting your chain saw, use the appropriate guide bar scabbard (Fig. 11). When transporting in a vehicle, keep chain and bar covered with the chain guard. Properly secure your saw to prevent turnover, fuel spillage and damage to the saw.
- Apply chain brake prior to any repositioning of the operator in the cutting area.
- **Do not operate a chain saw with one hand!** Serious injury to the operator, helpers, bystanders, or any combination of these persons may result from one-handed operation. **A chain saw is intended for two-handed use.**
- Before you start the engine, make sure the saw chain is not contacting any object. Never try to start the saw when the guide bar is in a cut.
- Shut off the engine before setting down the saw. Do not leave the engine running unattended.

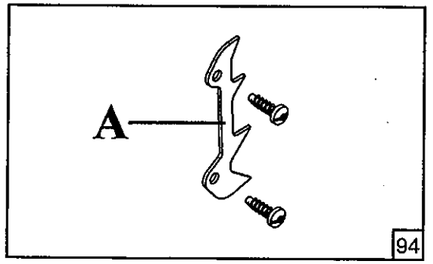








93



94

## Silenciador de supresión de chispas

La motosierra dispone de un sistema de supresión de chispas, nº de referencia 50240109, (Fig. 93) que cumple los requisitos de la norma SAE J335; puede comprobar el nº de referencia del sistema de supresión de chispas en el propio silenciador.

**ADVERTENCIA: Si la pantalla del sistema de supresión de chispas es defectuosa o se ha modificado, puede existir el riesgo de incendios como resultado.**

Por el uso normal, la pantalla puede ensuciarse y se deberá inspeccionar semanalmente y limpiarse según sea necesario.
**Para limpiarla:**

- Deje que el silenciador se enfríe.
- Quite et tornillo de la pantalla de supresión de chispas **(B).**
- Extraiga la pantalla de supresión de chispas **(A)** de referencia 50240155.
- Limpie e inspeccione la pantalla de supresión de chispas. Si la pantalla del apagachispas está dañada, no funciona adecuadamente o se encuentra deteriorada, reemplace la pantalla.
- Vuelva a montar los componentes en el orden inverso al de desmontaje.

El sistema de supresión de chispas necesita un mantenimiento periódico y preciso y limpieza, en particular:

- Compruebe periódicamente la pantalla de supresión de chispas y sustitúyala si aparecen orificios, partes dobladas o deformaciones;
- Compruebe cuidadosamente si el polvo, residuos o material orgánico entran en contacto con piezas del sistema de supresión de chispas; compruebe especialmente el espacio entre el silenciador y el protector; límpielo a menudo con herramientas o aire de taller.

Para cumplir la norma, se deben montar un tope con puntas, nº de referencia 50240110 **(A, Fig. 94)**, como se proporcionan en la caja de la motosierra.

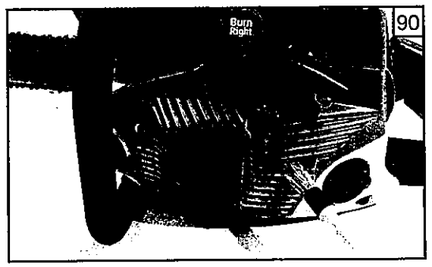
## Silenciador

**ATENCIÓN – Este silenciador está dotado de catalizador, elemento necesario para que el motor cumpla con los niveles de emisión permitidos. No modifique ni quite el catalizador: si lo hace, viola la ley.**

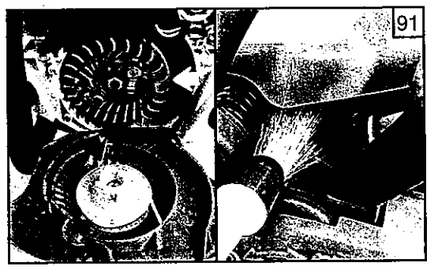
**ATENCIÓN - Los silenciadores dotados de catalizador se calientan mucho durante el uso y permanecen calientes durante mucho tiempo después de la parada del motor. Esto ocurre incluso si el motor funciona al régimen mínimo. El contacto puede causar quemaduras de piel. ¡Recuerde el riesgo de incendio!**

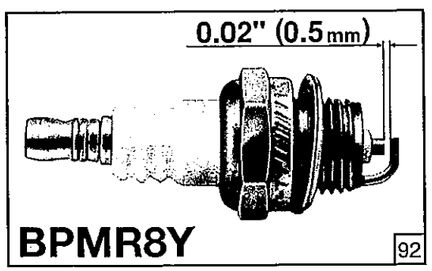
**PRECAUCIÓN – Si el catalizador está dañado, hay que sustituirlo. Si el catalizador se obstruye con frecuencia, esto puede ser indicio de que el rendimiento del silenciador catalítico es limitado.**

**ADVERTENCIA: No utilice la motosierra si el silenciador está dañado, si falta o si se ha modificado. Si el silenciador no recibe un mantenimiento adecuado, aumentará el riesgo de incendios y de pérdida de la capacidad de audición.**



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92

Ponga la cubierta del filtro de aire en la motosierra. Apriete firmemente el mando de la cubierta.
Un filtro de aire utilizado nunca se puede limpiar por completo. Se recomienda sustituir el filtro de aire por otro nuevo tras seis meses de funcionamiento.

**PRECAUCIÓN: No ponga nunca el motor en marcha sin el filtro de aire, ya que se pueden producir daños importantes.**
**Compruebe que el filtro de aire está correctamente colocado en su cubierta antes de volver a montarlo.**
**Sustituya siempre el filtro si está dañado.**
**No limpie el filtro con un cepillo.**

## Unidad de motor de arranque

Utilice un cepillo para eliminar los residuos que haya en las salidas de refrigeración del conjunto de motor de arranque (Fig. 90).

**ADVERTENCIA: El resorte de la bobina está bajo tensión y podría salir despedido provocando lesiones graves. No intente nunca desmontarlo ni modificarlo.**

## Motor

Limpie periódicamente las aletas del volante y del cilindro con aire comprimido o con un cepillo (Fig. 91). Si hay impurezas en el cilindro, es posible que el motor se sobrecaliente de forma peligrosa.

**ADVERTENCIA: No ponga nunca la motosierra en marcha sin estar todas las piezas correctamente colocadas en su sitio, incluyendo la cubierta de la carcasa de transmisión y el alojamiento de arranque. Puesto que las piezas se pueden romper y salir despedidas, los trabajos de reparación del volante y el embrague los debe realizar personal de un concesionario de servicio con la formación adecuada.**

## Bujía

Este motor utiliza una bujía NGK BPMR8Y con una separación de las puntas del electrodo de .02" (0.5 mm) (Fig. 92). Utilice una bujía de repuesto exactamente igual a la original y sustitúyala cada seis meses o con mayor frecuencia, si es necesario.

**ADVERTENCIA: No someta nunca el sistema de encendido a pruebas con el conector del cable de encendido desconectado de la bujía o sin estar correctamente puesta la bujía, ya que las chispas no contenidas pueden provocar un incendio. Una conexión floja entre el terminal de la bujía y el conector del cable de encendido en la funda puede generar formación de arco, que puede inflamar los gases combustibles y provocar un incendio.**

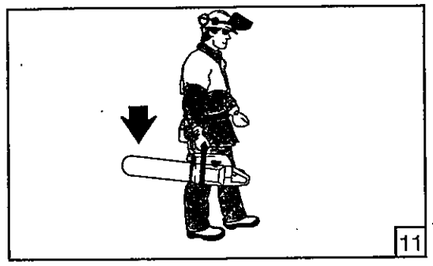
Utilice solamente bujías de tipo resistor de gama homologada.
Factores tales como:
- Demasiado aceite en la mezcla de combustible;
- Filtro de aire sucio;
- Condiciones de funcionamiento desfavorables (por ejemplo, funcionamiento con carga parcial);

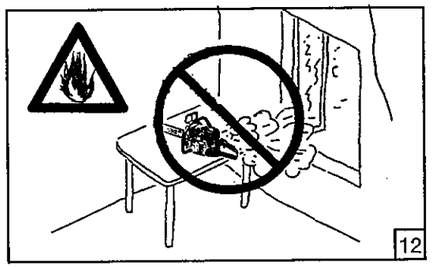
Pueden provocar que la bujía se deteriore rápidamente.

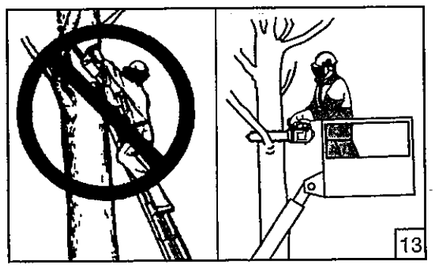


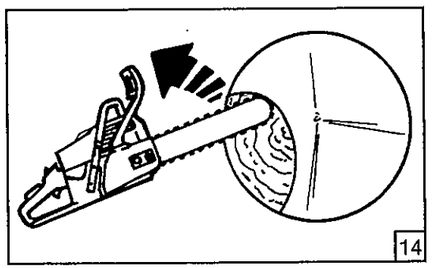


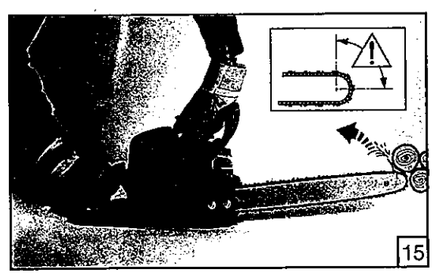



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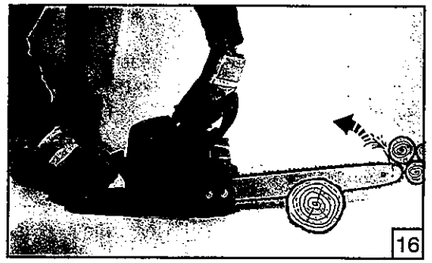
- As an additional safety precaution, apply the chain brake prior to setting down the saw.
- Only use the chain saw in well-ventilated places, do not operate the chain saw in explosive or flammable atmospheres or in closed environments (Fig. 12). Beware of carbon monoxide poisoning.
- Do not operate saw from a ladder or in a tree. Always cut from a firm-footed and safe position.
- Do not put pressure on the saw at the end of the cut. Applying pressure can cause you to lose control when the cut is completed.
- Do not cut near electric cables.
- Keep the handles dry, clean, and free of oil or fuel mixture.
- When the chain saw is running, grip the front handle firmly with your left hand and the back handle with your right hand (Fig. 10).
- When cutting a limb that is under tension, be alert for springback so you will not be struck when the tension in the wood fibre is released.
- Take great care when cutting small branches or shrubs which can block the chain, be thrown back towards you or cause you to lose your balance.
- Never cut with the chain saw above shoulder height (Fig. 13).
- Never start up the chain saw without the chain cover fitted.

## Precautions Against Kickback

**WARNING: Avoid kickback which can result in serious injury. Kickback is the backward, upward or sudden forward motion of the guide bar occurring when the saw chain near the upper tip of the guide bar contacts any object such as a log or branch, or when the wood closes in and pinches the saw chain in the cut. Contacting a foreign object in the wood can also result in loss of chain saw control.**

- **Rotational Kickback** can occur when the moving chain contacts an object at the upper tip of the guide bar. This contact can cause the chain to dig into the object, which stops the chain for an instant. The result is an extremely fast, reverse reaction which kicks the guide bar up and back toward the operator (Fig. 14-15 and Fig. 16 page 10).
- **Pinch-Kickback** can occur when the wood closes in and pinches the moving saw chain in the cut along the top of the guide bar and the saw chain is suddenly stopped. This sudden stopping of the chain results in a reversal of the chain force used to cut wood and causes the saw to move in the opposite direction of the chain rotation. The saw is driven straight back toward the operator.
- **Pull-In** can occur when the moving chain contacts a foreign object in the wood in the cut along the bottom of the guide bar and the saw chain is suddenly stopped. This sudden stopping pulls the saw forward and away from the operator and could easily cause the operator to lose control of the saw.

**Avoid Pinch-Kickback:**
- Be extremely aware of situations or obstructions that can cause material to pinch the top of or otherwise stop the chain.
- Do not cut more than one log at a time.


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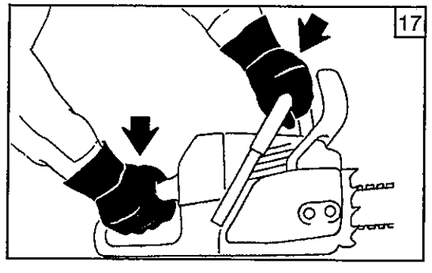
- Do not twist the saw as the bar is withdrawn from an undercut when bucking.

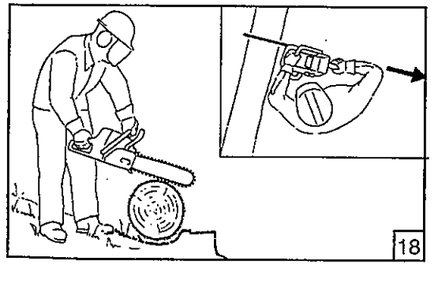
**Avoid Pull-In:**
- Always begin cutting with the engine at full speed and the saw housing against wood.
- Use wedges made of plastic or wood. Never use metal to hold the cut open.

**Reduce the Risk of Kickback**

**Recognize that kickback can happen. With a basic understanding of kickback, you can reduce the element of surprise which contributes to accidents.**

- Never let the moving chain contact any object at the tip of the guide bar.
- Keep the working area free from obstructions such as other trees, branches, rocks, fences, stumps, etc. Eliminate or avoid any obstruction that your saw chain could hit while you are cutting through a particular log or branch.
- Keep your saw chain sharp and properly tensioned. A loose or dull chain can increase the chance of kickback occurring. Follow manufacturer's chain sharpening and maintenance instructions. Check tension at regular intervals with the engine stopped, never with the engine running. Make sure the chain brake nuts are securely tightened after tensioning the chain.
- Begin and continue cutting at full speed. If the chain is moving at a slower speed, there is greater chance of kickback occurring.
- Cut one log at a time.
- Use extreme caution when re-entering a previous cut.
- Do not attempt cuts starting with the tip of the bar (plunge cuts).
- Watch for shifting logs or other forces that could close a cut and pinch or fall into chain.
- Use the Reduced-Kickback Guide Bar and Low-Kickback Chain specified for your saw.


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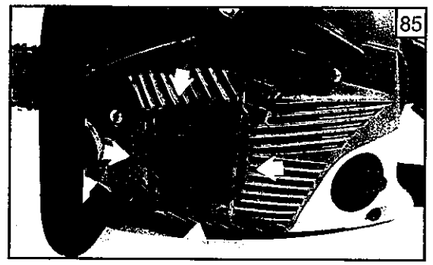
**Maintain Control (Fig.17-18)**

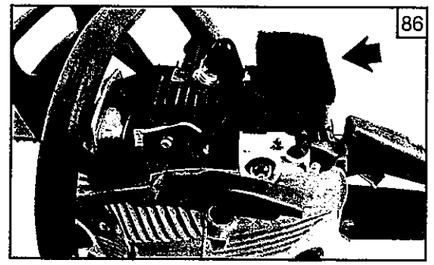
- Keep a good, firm grip on the saw with both hands when the engine is running and don't let go. A firm grip will help you reduce kickback and maintain control of the saw. Keep the fingers of your left hand encircling and your left thumb under the front handlebar. Keep your right hand completely around the rear handle whether you are right handed or left handed. Keep your left arm straight with the elbow locked.
- Position your left hand on the front handlebar so it is in a straight line with your right hand on the rear handle when making bucking cuts. Never reverse right and left hand positions for any type of cutting.
- Stand with your weight evenly balanced on both feet.
- Stand slightly to the left side of the saw to keep your body from being in a direct line with the cutting chain.
- Do not overreach. You could be drawn or thrown off balance and lose control of the saw.

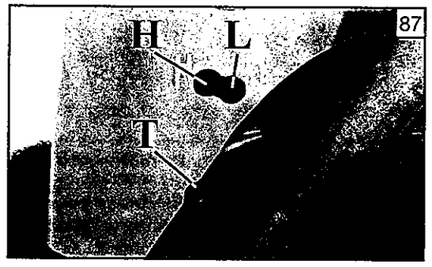




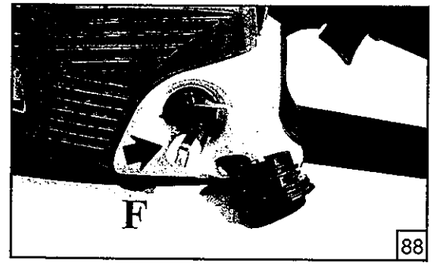



85


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89

- Barra guía doblada.
- Raíles agrietados o rotos.
- Raíles abiertos.

Además, las barras guía que tengan una rueda dentada en la punta se deben lubricar periódicamente con una jeringa de engrase para aumentar su vida útil.
Gire la barra guía y compruebe que los orificios de lubricación **(T)** y la ranura de la cadena **(S)** no tienen impurezas.

## Ajuste del carburador

Antes de ajustar el carburador, limpie las salidas de ventilación de la cubierta del motor de arranque como se muestra en la Fig. 85 y el filtro de aire como se indica en la Fig. 86. Para obtener más información, consulte las secciones de funcionamiento (unidad de arranque) y de mantenimiento (filtro de aire). Deje que el motor se caliente antes de ajustar el carburador.
Este motor está diseñado y fabricado para cumplir las regulaciones de Fase 2 de la EPA (Agencia de protección del medio ambiente de EE.UU.). El carburador se ha ajustado en fábrica y no debe requerir ningún ajuste. El carburador sólo permitirá realizar un ajuste limitado de las agujas **"L"** (chorro bajo) y **"H"** (chorro alto). Los ajustes se deberán realizar en un concesionario de servicio. Las agujas **"L"** (chorro bajo) y **"H"** (chorro alto) no se deberán forzar para fijarlas fuera del rango de ajuste bajo ninguna circunstancia.

**ADVERTENCIA: El motor puede sufrir daños importantes si se realizan ajustes inadecuados en las agujas "L" y "H". No fuerce las agujas "L" y "H" para fijarlas fuera del rango de ajuste; en tal caso, el motor no funcionará en conformidad con las regulaciones sobre emisiones.**

**Ajuste de la velocidad de ralentí**
- Si el motor arranca, se pone en marcha y acelera pero no se pone a ralentí, gire el tornillo de velocidad de ralentí **"T"** en el sentido de las agujas del reloj para aumentar la velocidad de ralentí (Fig. 87).
- Si la cadena gira al ralentí, gire el tornillo de velocidad de ralentí **"T"** en el sentido contrario a las agujas del reloj para reducir las RPM de ralentí y parar la cadena. Si la cadena sigue moviéndose a velocidad de ralentí, póngase en contacto con un concesionario de servicio para su ajuste, y no utilice la unidad hasta que se haya realizado la reparación.

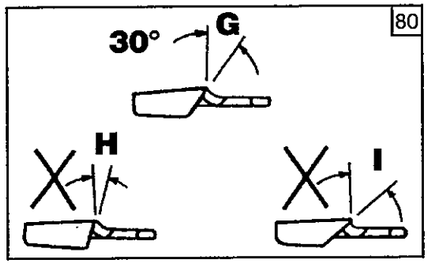
## Filtro de combustible

Compruebe periódicamente el filtro de combustible **(F, Fig. 88).** Sustitúyalo si está contaminado o dañado.

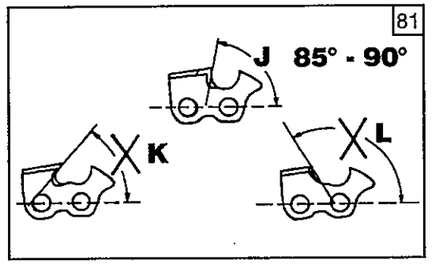
## Filtro de aire

**ADVERTENCIA: No limpie el filtro con gasolina u otros disolventes inflamables a fin de evitar que se cree el peligro de incendio o que se generen emisiones de evaporación perjudiciales.**

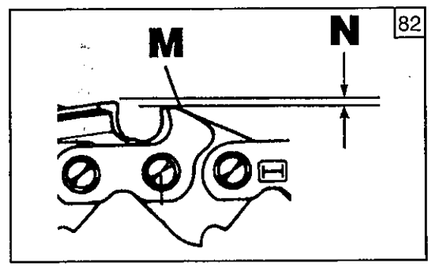
Desenroscar los tornillos de la cubierta **(G, Fig. 89)**, retire la cubierta **(H)** y compruebe el filtro de aire **(I)** cada día. Limpiar con desengrasante, lavar con agua y soplar a distancia con aire comprimido. Vuelva a instalar el filtro de aire en la cubierta.



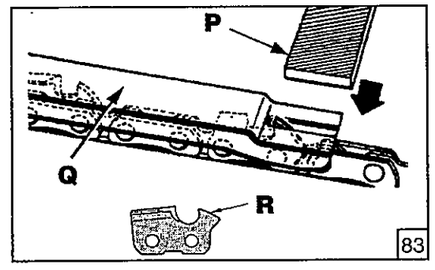
80



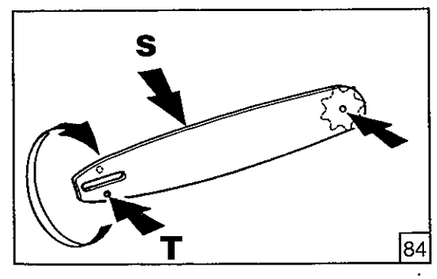
81



82



83



84

**Ángulo de la placa superior**
Los soportes de lima se marcan con marcas guía para alinear la lima correctamente a fin de obtener el ángulo correcto de la placa superior (Fig. 80).
**G)** CORRECTO: 30°
**H)** INFERIOR A 30° : Para corte transversal
**I)** SUPERIOR A 30° : El borde en bisel pierde brillo rápidamente.

**Ángulo de la placa lateral (Fig. 81)**
**J)** CORRECTO: 85° - 90°
Se obtiene automáticamente si en el soporte de lima se utiliza una lima con el diámetro correcto.
**K)** GANCHO": Se "agarrá" y pierde brillo rápidamente. Aumenta la posibilidad de que se produzca **REBOTE.**
Ocurre cuando se utiliza una lima con un diámetro demasiado pequeño, o si la lima se pone demasiado baja.
**L)** INCLINACIÓN HACIA ATRÁS: Requiere demasiada presión de alimentación; provoca un desgaste excesivo en la barra y la cadena.
Ocurre cuando se utiliza una lima con un diámetro demasiado grande, o si la lima se pone demasiado alta.

**Holgura del calibre de profundidades**
1. El calibre de profundidades **(M, Fig. 82)** se debe mantener con una holgura **(N)** comprendida entre .020 (0.5 mm) y .024" (0,6 mm). Utilice una herramienta para calibres de profundidades a fin de comprobar las holguras del calibre de profundidades.
2. Cada vez que lime la cadena, compruebe la holgura del calibre de profundidades.

**Utilice una lima plana y una ensambladora para calibres de profundidades a fin de bajar todos los calibres uniformemente (Fig. 83).**
**P)** LIMA PLANA
**Q)** ENSAMBLADORA PARA CALIBRES DE PROFUNDIDADES
Ensambladoras para calibres de profundidades disponibles en .020" a .035" (0.5 mm a 0.9 mm). Tras bajar cada uno de los calibres de profundidades, recupere la forma original redondeando la parte delantera **(R)**. Tenga cuidado para no dañar los eslabones de transmisión adyacentes con el borde de la lima.

**⚠ PRECAUCIÓN: Tras afilar la cadena, límpiela a fondo, elimine las limaduras o el polvo de rectificación, y lubrique la cadena a conciencia.**

## Mantenimiento de la barra guía

Cada día que utilice la unidad, invierta la barra guía de la sierra para distribuir el desgaste a fin de prolongar el máximo posible la vida útil de la barra (consulte la Fig. 84). Limpie la barra todos los días que la utilice, y compruébela para ver si está desgastada o dañada.
El biselado o rebabado de los raíles de la barra forma parte del proceso normal de desgaste. Tales defectos se deben eliminar con una lima o una piedra en cuanto aparezcan.
**Sustituya la barra si presenta cualquiera de los siguientes defectos:**
- Desgaste dentro de los raíles de la barra que permite que la cadena se coloque en perpendicular.



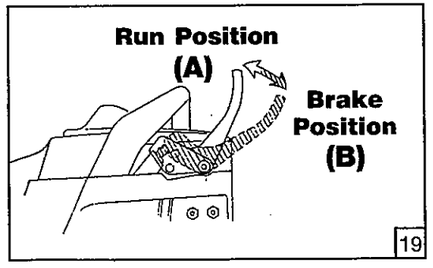


- Do not cut above shoulder height. It is difficult to maintain control of saw above shoulder height.

**Kickback Safety Features**

**⚠ WARNING: The following features are included on your saw to help reduce the hazard of kickback; however, such features will not totally eliminate this dangerous reaction. As a chain saw user, do not rely only on safety devices. You must follow all safety precautions, instructions, and maintenance in this manual to help avoid kickback and other forces which can result in serious injury.**

- Reduced-Kickback Guide Bar, designed with a small radius tip which reduces the size of the kickback danger zone on the bar tip. A Reduced-Kickback Guide Bar has been demonstrated to significantly reduce the number and seriousness of kick-backs when tested in accordance with safety requirements for gasoline powered chain saws as set by ANSI B175.1- 2000.
- Low-Kickback Chain, designed with a contoured depth gauge and guard link that deflect kickback force and allow wood to gradually ride into the cutter. Low-Kickback Chain has met kickback performance requirements when tested on a representative sample of chain saws below 3.8 cubic inch displacement specified in ANSI B175.1 - 2000.
- Front Hand Guard, designed to reduce the chance of your hand contacting the chain as your hand slips off the front handlebar.
- Position of front and rear handlebars, designed with distance between handles and "in-line" with each other. The spread and "in-line" position of the hands provided by this design work together to give balance and resistance in controlling the pivot of the saw back toward the operator if kick-back occurs.



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**Chain Brake**

Chain brakes are designed to rapidly stop the chain from rotating. When the chain brake lever / hand guard is pushed toward the bar, the chain should stop immediately. **A chain brake does not prevent kickback.**
The chain brake **Run Position (A)** and **Brake Position (B)** are illustrated on Fig. 19.
Chain brake should be cleaned and tested daily. Clean the chain brake per the Maintenance-Chain Brake Section and test per the Operation-Chain Brake Operation Section.

**⚠ WARNING: Even with proper maintenance, the correct operation at the chain brake under field conditions can not be certified.**

**⚠ WARNING: WE DO NOT REPRESENT AND YOU SHOULD NOT ASSUME THAT THE CHAIN BRAKE WILL PROTECT YOU IN THE EVENT OF A KICKBACK. DO NOT RELY UPON ANY OF THE DEVICES BUILT INTO YOUR SAW. YOU SHOULD USE THE SAW PROPERLY AND CAREFULLY TO AVOID KICKBACK.**

**Reduced-Kickback Guide Bar and Low-Kickback Chain**

Reduced-kickback guide bars and low-kickback saw chains reduce the chance and magnitude of kickback and are recommended. Your saw has a low kickback chain and bar as original equipment. Repairs on a chain brake should be made by an authorized servicing dealer. Take your unit to the place of purchase if purchased from a servicing dealer, or to the nearest authorized service dealer.

**⚠ WARNING: Computed kickback angle (CKA) listed on your saw and listed in the CKA table below represents angle of kickback your bar and chain combinations will have when tested in accordance with CSA (Canadian Standards Association) and ANSI standards. When purchasing replacement bar and chain, considerations should be given to the lower CKA values. Lower CKA values represent safer angles to the user, higher values indicate more angle and higher kick energies. Computed angles represented indicate total energy and angle associated without activation of the chain brake during kickback. Activated angle represents chain stopping time relative to activation angle of chain break and resulting kick angle of saw. In all cases lower CKA values represent a safer operating environment for the user. The following guide bar and chain combinations meet kickback requirements of ANSI B175.1 when used on saws listed in this manual. Use of bar and chain combinations other than those listed is not recommended and may not meet the CKA requirements per standard.**

**⚠ WARNING: Do not mount a bow guide on any Efco chainsaw. The risk of kickback is increased with a bow guide because of the increased kickback contact area.**

**Recommended bar and chain combination**

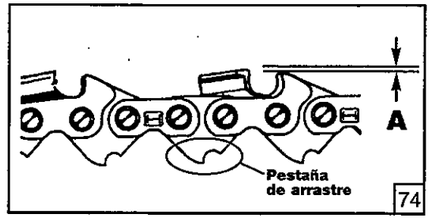
| Model | Bar Length | Oregon Bar P/N | Chain Pitch | Drive Link Count | Oregon Chain P/N | CKA without Chain Brake |
|---|---|---|---|---|---|---|
| MT 3500 | 14" | 140RCEA041 | 3/8" x .050" | 52 | 91 P - 52 E | MAX 45° |
| MT 3500 | 16" | 160RCEA041 | 3/8" x .050" | 57 | 91 P - 57 E | MAX 45° |



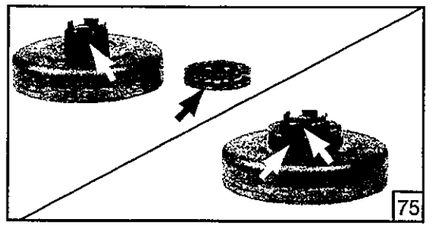


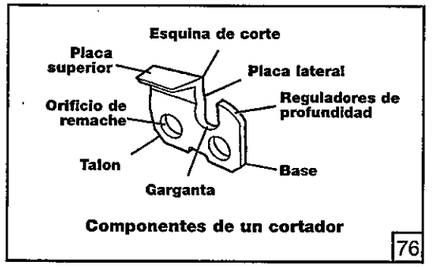




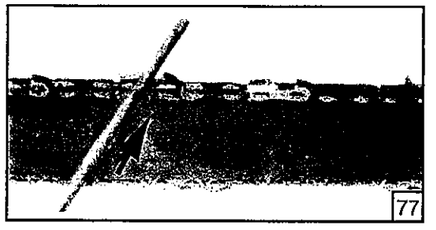


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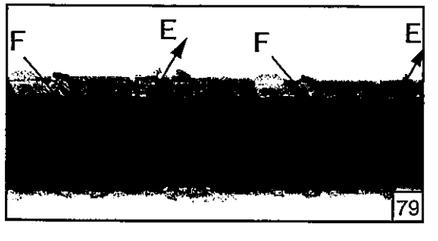

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**Componentes de un cortador**
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79

## Mantenimiento de la cadena

Utilice solamente cadenas de bajo rebote de diente doble en esta sierra. Esta cadena de corte rápido ofrece reducción de rebote cuando recibe un mantenimiento adecuado.
Para obtener un corte rápido y uniforme, la cadena de dientes debe recibir un mantenimiento adecuado. La cadena se debe afilar cuando las partículas de madera son pequeñas y pulverulentas. Dicha cadena se debe forzar para atravesar la madera durante el corte, o cuando corta a un lado. Cuando realice el mantenimiento de la cadena, tenga en cuenta lo siguiente:

1. Si el ángulo de corte de la placa lateral es inadecuado, la probabilidad de que se produzcan rebotes importantes puede aumentar.
2. Holgura del diente (calibre de profundidades) **(A, Fig. 74)**: si es excesiva, la probabilidad de que se produzcan rebotes aumenta; si es insuficiente, la capacidad de corte disminuye.
3. Si los dientes del cortador han golpeado objetos duros como clavos y piedras, o si se han erosionado al haber barro o arena en la madera, lleve la unidad a un concesionario de servicio para que afilen la cadena.
4. En casos poco comunes, las lengüetas de transmisión podrían deteriorarse, por lo que la cadena no giraría libremente. Sustituya la cadena si es necesario.

**NOTA:** Cuando sustituya la cadena, inspeccione la rueda dentada para ver si está desgastada o dañada. Si hay señales de desgaste o daños en las partes indicadas en la Fig. 75, lleve la unidad a un concesionario de servicio para que sustituyan la rueda dentada.

**Cómo afilar los cortadores (Fig. 76)**

Tenga cuidado para limar todos los cortadores según los ángulos especificados y a la misma longitud, ya que para que los cortes se realicen con rapidez es necesario que todos los cortadores sean uniformes.

1. Utilice guantes de protección. Tense la cadena lo suficiente para que no baile. Realice toda la operación de limado en el punto medio de la barra. Consulte la sección de funcionamiento correspondiente a la tensión de la cadena.
2. Utilice un soporte y una lima redonda con un diámetro de 3/16".
3. Mantenga la lima nivelada con la placa superior del diente como se muestra en la Fig. 77. No permita que la lima se baje o balancee.
4. Con una presión ligera pero firme, pase la lima hacia la esquina delantera del diente como se muestra en la Fig. 78. Levante la lima y retírela del acero en cada pasada de retorno.
5. Pase la lima con firmeza varias veces en cada diente. Lime todos los cortadores izquierdos **(E, Fig. 79)** en un sentido. A continuación, pase al otro lado y lime los cortadores derechos **(F)** en el sentido contrario. Ocasionalmente, retire las limaduras de la lima con un cepillo metálico.

**⚠ PRECAUCIÓN: Si la cadena no está correctamente afilada o ha perdido brillo, puede provocar que la velocidad del motor sea excesiva durante el corte, lo cual podría dañar gravemente el motor.**

**⚠ ADVERTENCIA: Es fundamental ajustarse a los ángulos y dimensiones que se especifican a continuación. Si la cadena está incorrectamente afilada y, en particular, si el calibre de profundidades se ajusta demasiado bajo, la probabilidad de que se produzcan rebotes puede aumentar, con el riesgo de lesiones resultante.**
**Si la cadena se daña y no se sustituye o se repara, se pueden producir lesiones graves.**
**Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.**

# Tabla de mantenimiento

| Tenga en cuenta que los siguientes intervalos de mantenimiento se aplican solamente en condiciones de funcionamiento normales. Si para su trabajo diario es necesario utilizar la motosierra durante más tiempo del normal, o si las condiciones de corte son duras, los intervalos sugeridos se deberán ajustar en consecuencia. | | Antes de cada uso | Tras cada parada de repostaje | Tras finalizar el trabajo diario | Semanalmente | Mensualmente | Si hay daños o defectos | Según sea necesario |
|---|---|---|---|---|---|---|---|---|
| Toda la máquina | Inspeccionar (fugas, grietas y desgaste) | X | X | | | | | |
| | Limpiar | | | X | | | | |
| Controles (interruptor de encendido, palanca de estrangulación, activador, interbloqueo del activador) | Comprobar el funcionamiento | X | X | | | | | |
| Freno de la cadena | Comprobar el funcionamiento | X | X | | | | | |
| | Limpiar y lubricar | | | | X | | | |
| | Comprobar en el concesionario | | | | | | X | X |
| Depósito de combustible | Inspeccionar (fugas, grietas y desgaste) | X | X | | | | | |
| | Limpiar | | | | | X | | |
| Depósito de aceite | Inspeccionar (fugas, grietas y desgaste) | X | X | | | | | |
| | Limpiar | | | | | X | | |
| Filtro de combustible | Inspeccionar | | | | X | | | |
| | Limpiar, sustituir el elemento de filtro | | | | | | X | Cada 6 meses |
| Lubricación de la cadena | Comprobar el rendimiento | X | X | | | | | |
| Cadena de la sierra | Inspeccionar (daños, afilado y desgaste) | X | X | | | | | |
| | Comprobar la tensión | X | X | | | | | |
| | Afilar (comprobar el calibre de profundidades) | | | | | | X | X |
| Barra guía | Inspeccionar (daños y desgaste) | X | X | | | | | |
| | Limpiar la ranura de la barra y los conductos de aceite | X | | | | | | |
| | Girar | | | | X | | | |
| | Lubricar la parte delantera de la rueda dentada | | | | X | | | |
| | Desbarbar | | | | X | | | |
| | Sustituir | | | | | | X | X |
| Rueda dentada | Inspeccionar (daños y desgaste) | | | | X | | | Reemplazar con cada cadena nueva |
| Tambor del embrague | Inspeccionar (daños y desgaste) | | | | X | | | |
| | Sustituir | | | | | | X | |
| Sujetador de la cadena | Inspeccionar (daños y desgaste) | X | X | | | | | |
| | Sustituir | | | | | | X | X |
| Pantalla de supresión de chispas (en el amortiguador) | Inspeccionar (daños y desgaste) | | | | X | | | |
| | Limpiar o sustituir | | | | | | X | X |
| Todas las tuercas y tornillos accesibles (no los tornillos de ajuste) | Inspeccionar | X | | | | | | |
| | Volver a apretar | | | | X | | | |
| Filtro de aire | Limpiar | X | | | | | | X |
| | Sustituir | | | | | | X | Cada 6 meses |
| Aletas del cilindro | Limpiar | | | | | X | | |
| Salidas de ventilación del sistema del motor de arranque | Limpiar | | | X | | | | |
| Cuerda del motor de arranque | Inspeccionar (daños y desgaste) | | | | X | | | |
| | Sustituir | | | | | | X | |
| Carburador | Comprobar el ralentí (la cadena no debe girar al ralentí) | X | X | | | | | |
| Bujía | Comprobar la separación de las puntas del electrodo | | | | | X | | |
| | Sostituir | | | | | | X | Cada 6 meses |
| Soportes de vibración | Inspeccionar (daños y desgaste) | | | | X | | | |
| | Sustituir en el concesionario | | | | | | X | X |







**WARNING: The computer derived angles of par. 5.11 of ANSI B 175.1 – 2000 may bear no relationship to actual kickback bar rotation angles that may occur in real life cutting situations.**
**In addition, features designed to reduce kickback injuries may lose some of their effectiveness when they are no longer in their original condition, especially if they have been improperly maintained.**
**Compliance with par. 5.11 of ANSI B 175.1 – 2000 does not automatically mean that in a real life kickback the bar and chain will rotate at most 45°.**

## Precautions to Reduce Vibration Risk

- The chain saw is provided with anti-vibration (AV) system; never alter or modify it.
- Wear gloves and keep your hands warm.
- Keep the saw chain sharp and the saw, including the AV system, well maintained. A dull chain will increase cutting time, and pressing a dull chain through wood will increase the vibrations transmitted to your hands.
- Maintain a firm grip at all times, but do not squeeze the handles with constant, excessive pressures, take frequent breaks. All the above mentioned precautions do not guarantee that you will not sustain whitefinger disease or carpal tunnel syndrome. Therefore, continual and regular users should monitor closely the condition of their hands and fingers. If any of the above symptoms appear, seek medical advice immediately.

## Maintenance Precaution

**WARNING: Never operate a chain saw that is damaged, improperly adjusted, or is not completely and securely assembled.**

- Be sure that the saw chain stops moving when the throttle control trigger is released. If the saw chain moves at idle speed, the carburetor may need adjusting, see Operation-Carburetor Adjusting Section. If the saw chain still moves at idle speed after adjustment has been made, contact a Servicing Dealer for adjustment and discontinue use until the repair is made.

**WARNING: All chain saw service, other than items in the Operator's Manual maintenance instructions, have to be performed by competent chain saw service personnel. (If improper tools are used to remove the flywheel or clutch, or if an improper tool is used to hold the flywheel in order to remove the clutch, structural damage to the flywheel could occur which could subsequently cause the flywheel to burst and serious injury could result.)**

- Never modify your saw in any way.
- Keep the handles dry, clean, and free of oil or fuel mixture.

**WARNING: Use only accessories and replacement parts recommended.**

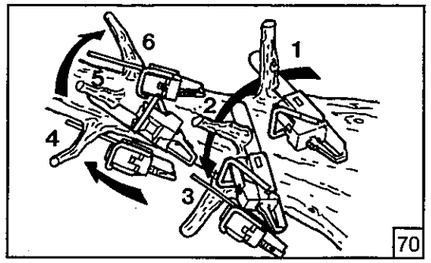
- Never touch the chain or attempt to service the saw while the engine is running.
- Never use fuel for cleaning operations.
- Keep the chain saw in a dry place, off the ground with the chain guard on and the tanks empty.
- If your chain saw is no longer usable, dispose of it properly without damaging the environment by handing it in to your local Dealer who will arrange for its correct disposal.
- Replace immediately any safety device when damaged or broken.

**WARNING: The muffler and other parts of the engine (e.g. fins of the cylinder, spark plug) become hot during operation and remain hot for a while after stopping the engine. To reduce risk of burns do not touch the muffler and other parts while they are hot.**

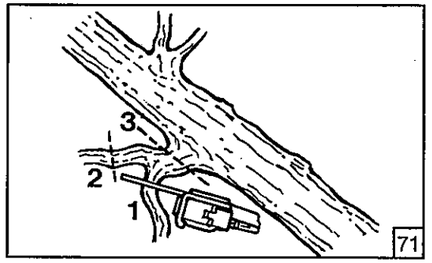




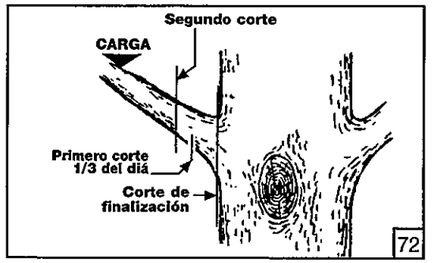




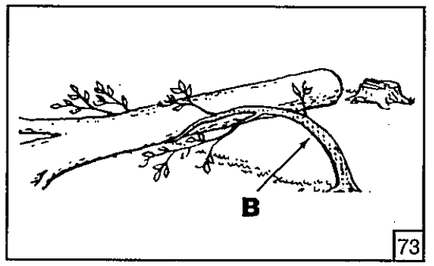
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**Operación de corte de ramas (Fig. 70-71)**

- Corte siempre las ramas tras cortar y derribar el árbol. Sólo entonces se podrán cortar las ramas de forma segura y adecuada.
- Deje las ramas más grandes debajo del árbol talado para apoyar el árbol mientras trabaja.
- Comience en la base del árbol talado y vaya subiendo hacia la parte superior, cortando ramas y brazos. Quite las ramas pequeñas con un corte.
- Mantenga el árbol entre usted y la cadena. Corte desde el lado del árbol contrario a la rama que esté cortando.
- Quite las ramas de apoyo más grandes según las técnicas de corte descritas en el apartado correspondiente a la operación de tronzado sin apoyo.
- Realice siempre el corte por arriba para cortar ramas pequeñas y que cuelguen libremente. Si realiza el corte por abajo, las ramas podrían caer y aprisionar la sierra.

**Operación de poda (Fig. 72)**

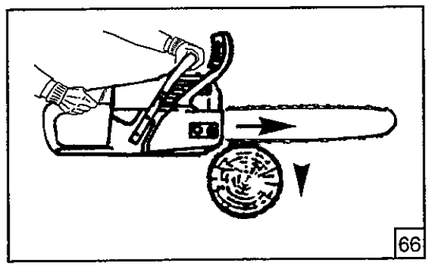
- Al podar árboles, es importante no realizar el corte alineado junto al tronco o rama principal hasta que haya cortado la rama situada más al exterior para reducir el peso. De esta forma se evita quitar la corteza del miembro principal.
- En el primer corte, tronce la rama por abajo 1/3; en el segundo corte, tronce por arriba para que la rama caiga.
- Ahora, haga el corte final suavemente y con cuidado contra el miembro principal de forma que la corteza vuelva a crecer para cerrar la herida.

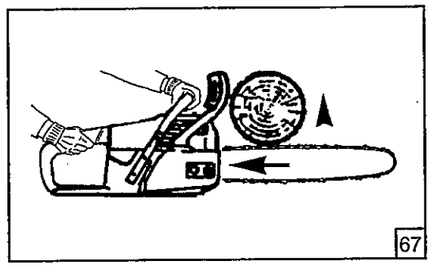
**ADVERTENCIA: Si las ramas que debe podar están por encima de la altura del pecho, póngase en contacto con un profesional para que realice la tarea.**

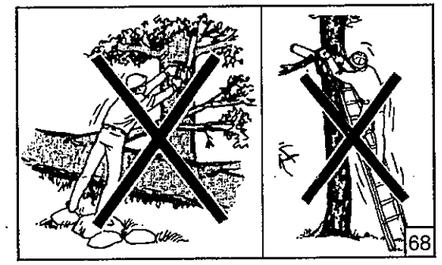
**Pértigas**

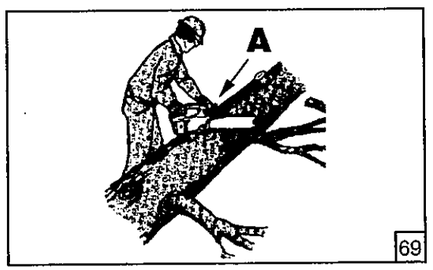
Una pértiga **(B, Fig. 73)** es cualquier tronco, rama, tocón con raíz o árbol joven doblados bajo tensión por otra madera, por lo que saltarán si la madera que los sujeta se corta o se quita. En un árbol caído, es muy probable que un tocón con raíz salte y se ponga en posición vertical mientras se realiza el corte de tronzado para separar el tronco del tocón. Tenga cuidado con las pértigas, ya que son potencialmente peligrosas.

**ADVERTENCIA: Las pértigas son peligrosas y pueden golpear al operador, provocando que pierda el control de la motosierra. Ello podría causar al operador lesiones graves o mortales.**


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**Tipos de corte utilizados**

**Tronzado superior (Fig. 66)**
Comience en el lado superior del tronco con la parte inferior de la sierra contra el tronco; ejerza una ligera presión hacia abajo.

**Tronzado inferior (Fig. 67)**
Comience en el lado inferior del tronco con la parte superior de la sierra contra el tronco; ejerza una ligera presión hacia arriba. Durante la operación de tronzado inferior, la sierra tenderá a empujar hacia usted. Esté preparado para esta reacción y agarre la motosierra firmemente para mantener el control.

**ADVERTENCIA: No ponga nunca la motosierra boca abajo para hacer cortes sesgados. La máquina no se puede controlar en esta posición. Haga siempre el primer corte en el lado de compresión del tronco. El lado de compresión es donde se concentra la presión del peso del tronco.**

## Corte de ramas y poda

**ADVERTENCIA: Esté alerta y protegido contra los rebotes. Cuando realice trabajos de corte de ramas y de poda, no permita que la cadena en movimiento entre en contacto con otras ramas u objetos en la parte delantera de la barra guía. Si se produce tal contacto, se pueden sufrir lesiones graves.**

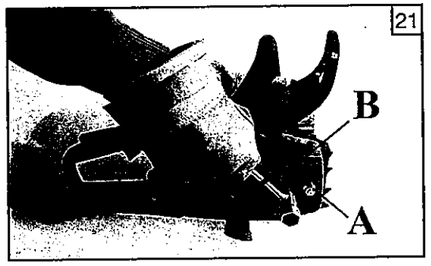
- Trabaje lentamente, manteniendo agarrada la motosierra con ambas manos de manera firme y correcta. Mantenga un buen equilibrio (Fig. 68).
- Mantenga el árbol entre usted y la cadena mientras corta ramas **(A, Fig. 69)**. Corte desde el lado del árbol contrario a la rama que esté cortando.
- No corte subido a una escalera, ya que es muy peligroso (Fig. 68). Deje esta operación a los profesionales.
- No corte con la motosierra por encima de la altura del pecho, puesto que si está en una posición más alta resultará difícil controlarla cuando se produzca un rebote.
- Esté alerta ante recuperaciones elásticas. Tenga cuidado con las ramas que estén dobladas o bajo presión. Evite que la rama o la motosierra le golpee al liberarse la tensión existente en las fibras de madera.
- Mantenga el área de trabajo despejada. Para evitar tropezar y caerse, retire con frecuencia las ramas que haya en el suelo.

**ADVERTENCIA: No se suba nunca a un árbol para cortar ramas o podar. No se suba a una escalera, o tronco; tampoco se ponga en ninguna posición que pueda hacer que pierda el equilibrio o el control de la motosierra.**

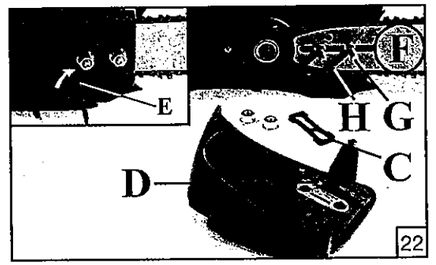




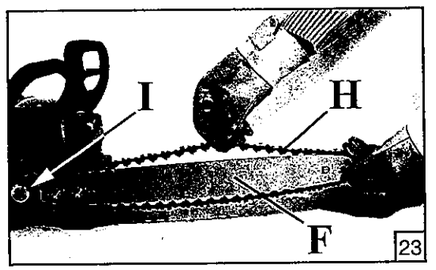

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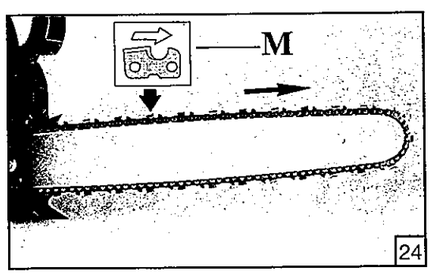
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## Assembling the Bar and Chain

**WARNING: Check the chain tension frequently when operating the chain saw. Never touch or adjust the chain while the engine is running. The saw chain is very sharp, always wear protective gloves when performing maintenance to the chain.**

1. Ensure that the chain brake is not set by pulling the chain brake lever / hand guard towards the front handle as shown in Fig. 20. Refer to Safety-Chain Brake and Operation-Chain Brake Sections for additional information.
2. Remove the two (2) bar nuts **(A, Fig. 21)** and the clutch cover **(B)**.
3. **Remove and discard the plastic shipping spacer (C, Fig. 22) that has been installed on the bar studs in place of the bar for shipping purposes.**
4. Adjust the chain tensioning pin **(D)** fully towards the brake band by turning the chain tensioning screw **(E)** counterclockwise as shown in inset **(Fig. 22)**.
5. The guide bar **(F)** contains a bar stud slot that fits over the bar studs **(G)**. The guide bar also contains two chain tensioning pin holes **(H)** and two lubrication holes, one per side. The bar is reversible and either tensioning pin hole may be utilized with the chain tensioning pin.
6. Place the guide bar **(F)** onto the bar studs **(G)** as shown in Fig. 22.
7. Position the guide bar **(F)** tip through the chain **(H)** loop as shown in Fig. 23. The cutters on the top of the guide bar should face toward the bar nose, in the direction of the chain rotation. See insert (M) in Fig. 24.
8. Fit the chain **(H)** over the rim sprocket **(I)** and into bar groove.

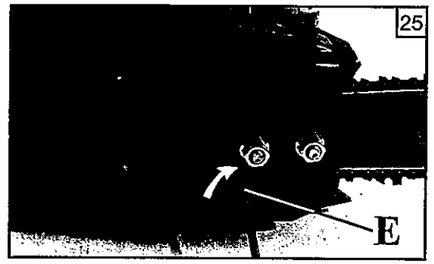
**CAUTION: Severe damage can occur to the rim sprocket, clutch drum, guide bar and chain, if the chain is not correctly seated into the rim sprocket.**

9. Replace the clutch cover **(B)**. Turn the chain tensioning screw **(E)** clockwise (as shown in Fig. 25, pag. 16) until the chain tensioning pin **(D)** fits into the chain tensioning pin hole **(H)**. Install the two bar nuts **(A)**. Tighten the bar nuts finger tight only. The bar must be free to move for tension adjustment.

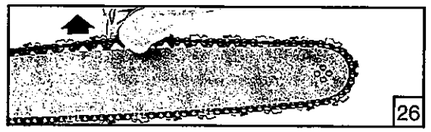
**CAUTION: Failure to ensure that the chain tensioning pin is in the chain tensioning pin hole will result in severe damage to the chain saw during reassembly of the clutch cover.**

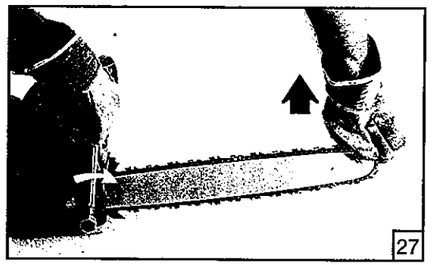
**NOTE: If the clutch cover does not slide on freely, check that the chain brake is not engaged. To disengage chain brake with clutch cover removed, grasp clutch cover as shown in Fig. 20 and pull back on chain brake lever / hand guard.**

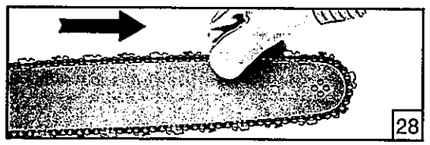
10. Remove all slack from chain by turning the chain tensioning screw **(E)** clockwise, assuring that the chain seats into the bar groove during tensioning (Fig. 25, pag. 16).
11. Lift the tip of the guide bar up to check for sag, see Fig. 26, pag. 16. Release the tip of the guide bar, and turn the chain tensioning screw **(E)** 1/2 turn clockwise. Repeat this process until sag does not exist.
12. Hold the tip of the guide bar up and tighten the bar nuts securely as shown in Fig. 27.



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13. Chain is correctly tensioned when there is no slack on the underside of the guide bar, the chain is snug, but it can be turned by hand without binding, see Fig. 28. Ensure that the chain brake is not set.

**NOTE: If chain is too tight, it will not rotate. Loosen bar nuts slightly and turn adjusting screw 1/4 turn counterclockwise. Lift the tip of the guide bar up and retighten bar nuts.**

**WARNING: Check the chain tension frequently when operating the chain saw. Never touch or adjust the chain while the motor is running. The saw chain is very sharp, always wear protective gloves when performing maintenance to the chain.**

**WARNING: The replacement chain must have the same or lower kickback characteristics as that originally supplied.**

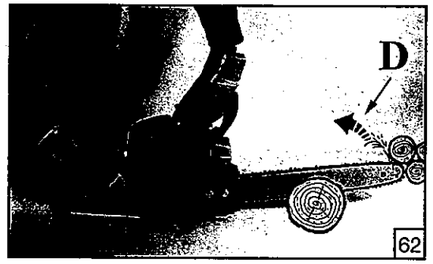
**WARNING: If the saw is operated with a loose chain, the chain could jump off the guide bar and result in serious injury.**

**WARNING: Never start the saw with the sprocket cover loose.**

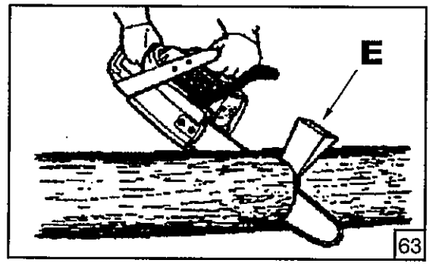




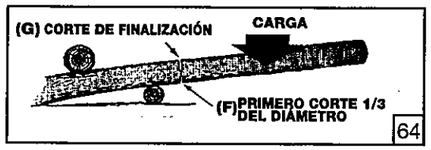




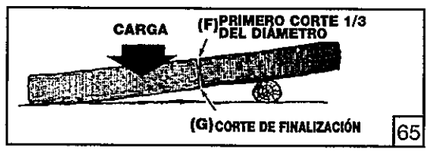
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## Tronzado

Tronzado es el término utilizado para referirse a cortar un árbol caído a la longitud deseada.

- Corte sólo un tronco cada vez.

**ADVERTENCIA: Apoye los troncos pequeños en un caballete de aserrar o en otro tronco mientras tronza. No permita nunca que otra persona sostenga el tronco mientras corta, y no sostenga nunca el tronco con la pierna o el pie.**

**ADVERTENCIA: Mantenga despejada el área de corte. Compruebe que no hay ningún objeto que pueda entrar en contacto con la parte delantera de la barra guía y la cadena mientras corta, ya que esta situación puede provocar rebotes (D, Fig. 62).**

**ADVERTENCIA: Mientras realiza operaciones de tronzado, sitúese siempre en el lado de subida del terreno para que la sección cortada del tronco no le atropelle.**

**ADVERTENCIA: Si la sierra queda atrapada o bloqueada en un tronco, no la fuerce para sacarla. Puede perder el control de la motosierra, por lo que puede lesionarse o dañar la unidad. Pare la motosierra e introduzca una cuña de plástico o de madera en el corte hasta que la sierra se pueda sacar con facilidad (E, Fig. 63). Vuelva a arrancar la motosierra y, con cuidado, entre de nuevo en el corte. No intente arrancar la motosierra si está atrapada o bloqueada en un tronco.**

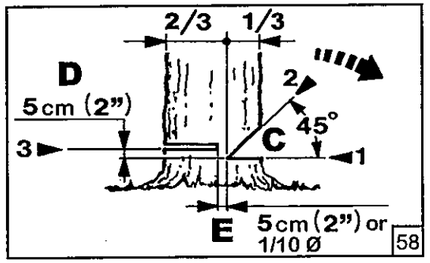
**ADVERTENCIA: No se suba al tronco que esté cortando. Es posible que un trozo salga rodando, por lo que podría perder la estabilidad y el control. No corte en una parte en que estén enredados troncos, ramas y raíces. Arrastre los troncos a un área despejada antes de cortar sacando primero los troncos que estén sueltos.**

### Tronzado con una cuña

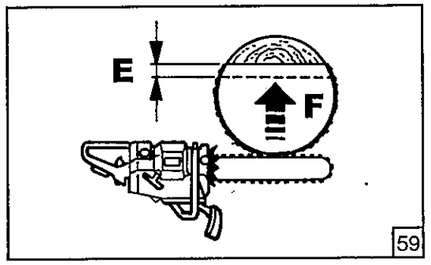
Si el diámetro de la madera es suficientemente grande para introducir una cuña blanda de tronzado **(E, Fig. 63)** sin tocar la cadena, deberá utilizar la cuña para mantener el corte abierto a fin de evitar aprisionamientos.

### Troncos bajo tensión (Fig. 64-65)

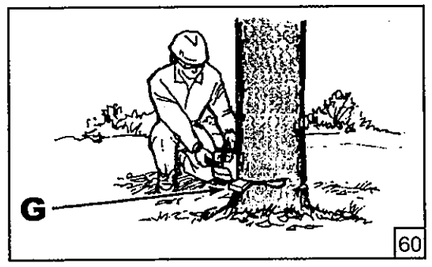
Haga un primer corte de tronzado **(F)** de 1/3 a través del tronco y finalice con un corte de 2/3 **(G)** en el lado contrario. El tronco tenderá a doblarse según se corta. La sierra puede quedar aprisionada o bloqueada en el tronco si hace el primer corte con una profundidad superior a 1/3 del diámetro del tronco.
Preste especial atención a los troncos que estén bajo tensión para evitar que la barra y la cadena se aprisionen.



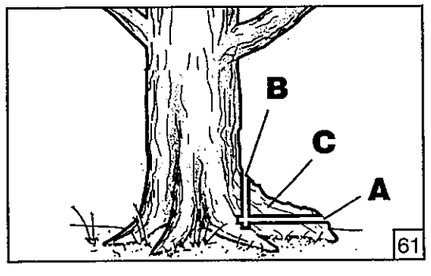
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3. Corte una muesca **(C, Fig. 58)** de aproximadamente 1/3 del diámetro del tronco en el lateral del árbol. Haga los cortes de la muesca de forma que se crucen en ángulo recto con la línea de caída. Esta muesca se debe limpiar para obtener una línea recta. Para mantener el peso de la madera fuera de la motosierra, haga siempre el corte inferior de la muesca antes que el corte superior.
4. El corte por el lado opuesto al de caída siempre se hace nivelado y horizontal, y a un mínimo de 2 pulgadas (5 cm) sobre el corte horizontal de la muesca **(D).**
5. No corte nunca hasta la muesca. Deje siempre una banda de madera entre la muesca y el corte por el lado opuesto al de caída (aproximadamente 2 pulgadas (5 cm) o 1/10 el diámetro del árbol). Esto se denomina "articulación" **(E)** o "madera con articulación". Controla la caída del árbol y evita que se deslice, gire o caiga del tocón hacia atrás.
6. En árboles de diámetro grande, deje de cortar **(F, Fig. 59)** antes de que el corte sea lo suficientemente profundo como para que el árbol caiga o se recline en el tocón. A continuación, introduzca cuñas blandas de plástico o de madera **(G, Fig. 60)** en el corte para que no toquen la cadena. Las cuñas se pueden introducir poco a poco como ayuda para que el árbol suba.
7. Cuando el árbol comience a caer, pare el motor y deje la motosierra en el suelo inmediatamente. Diríjase a la ruta de retirada, pero observe la acción por si algo cae en su camino.

**ADVERTENCIA: No corte nunca hasta la muesca cuando realice un corte por el lado opuesto al de caída. La articulación controla la caída del árbol; se trata de la sección de madera entre la muesca y el corte por el lado opuesto al de caída.**

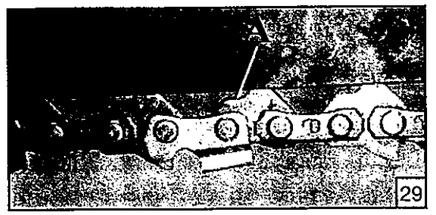
**NO** corte con la motosierra un árbol parcialmente caído.
Tenga mucho cuidado con los árboles parcialmente caídos que no cuenten con un apoyo firme. Si el árbol no cae por completo, deje la motosierra y derríbelo con un torno de cable, un bloque y un aparejo, o con un tractor.

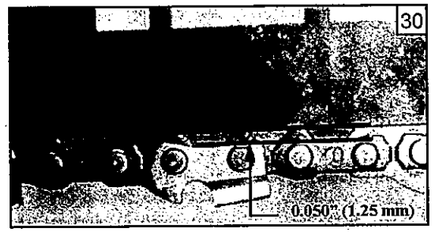
**Raíces fulcreas**
Una raíz fulcrea es una raíz grande que se extiende desde el tronco del árbol sobre el terreno. Las raíces fulcreas grandes se deben extraer antes de realizar la tala. Haga el corte horizontal **(A, Fig. 61)** en la raíz fulcrea primero y, a continuación, el corte vertical **(B).** Extraiga la sección suelta resultante **(C)** del área de trabajo. Utilice las instrucciones adecuadas de la sección de funcionamiento correspondiente a la tala de árboles tras extraer las raíces fulcreas grandes.



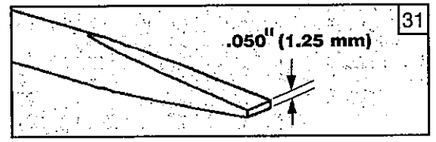





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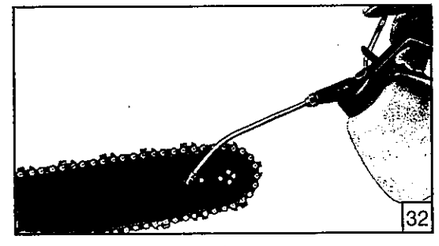
## Chain Tension

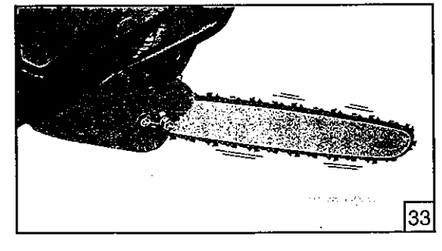
**WARNING: Never touch or adjust the chain while the motor is running. The saw chain is very sharp, always wear protective gloves when performing maintenance to the chain.**

1. **Stop the engine before setting the chain tension.** Loosen the guide bar nuts slightly, turn the chain tensioning screw clockwise to tension the chain. Refer to Assembly-Assembling the Bar and Chain Section. Retighten guide bar nuts. A cold chain is correctly tensioned when there is no slack on the underside of the guide bar, the chain is snug, but it can be turned by hand without binding.
   For warm chain, see Item 3.
2. Chain must be retensioned whenever the flats **(A)** on the drive link tangs hang out of the bar groove. See Fig. 29.
3. During normal saw operation, the temperature of the chain will increase. The drive link tangs of a correctly tensioned warm chain will hang approximately .050" (1.25 mm) out of the bar groove. See Fig. 30. To help determine the correct warm chain tension, the tip of the combination wrench (Fig. 31) can be used as a guide.

**CAUTION: Chain tensioned while warm, may be too tight upon cooling. Check the "cold tension" before next use.**

**CAUTION: A new chain has to be retensioned more often than one that has been in use for some time.**

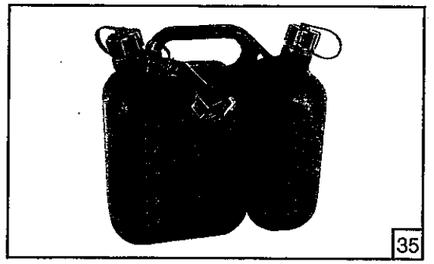

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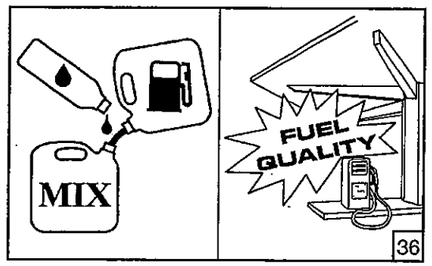

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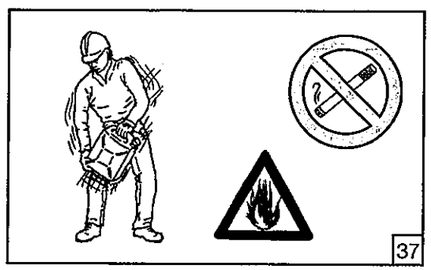
## Breaking-in the Chain

**New chains will stretch and must be tightened frequently.** Lift the chain out of the bar groove and lubricate the bar groove with additional oil, see Fig. 32. Place the chain saw on a piece of cardboard or scrap plywood. Start the chain saw (refer to the Operation-Starting Engine Section) and allow it to run at moderate speed for approximately one (1) minute. **Stop the engine.** Check that the oil pump is working properly. The cardboard should have excess oil from the chain rotation if the oil pump is working properly, see Fig. 33. Adjust the chain tension (refer to Operation-Chain Tension Section). Start the saw again and make a few cuts in a log to heat up the chain. Stop the engine and re-adjust chain again. Repeat this process until the chain retains proper warm tension adjustment as shown in Fig. 30 in Operation-Chain Tensioning Section. **Never touch the ground with the chain.**




## Bucking Spike

**WARNING: Your chain saw is fitted with a bucking spike (A, Fig. 34). The bucking spike is very sharp and can cause injury. Be extremely careful when working near the bucking spike.**

**WARNING: Removal of the bucking spike will violate the saws compliance of SAE J335 and other standards. See Safety-State and Local Requirements.**

## Fueling (Do Not Smoke!) (Fig. 37)

This product is powered by a 2-cycle engine and requires pre-mixing gasoline and 2-cycle oil. Pre-mix unleaded gasoline and 2-cycle engine oil in a clean container approved for gasoline **(Fig. 35).**

**RECOMMENDED FUEL:** THIS ENGINE IS CERTIFIED TO OPERATE ON UNLEADED GASOLINE INTENDED FOR AUTOMOTIVE USE WITH AN OCTANE RATING OF 89 ([R + M] / 2) OR HIGHER **(Fig. 36).**

Mix 2-Cycle Engine Oil with gasoline according to the instructions on the package. We strongly recommend the use of 2% (1:50) Efco Two Cycle Engine Oil, which is specifically formulated for all Efco air-cooled two-stroke engines.

The correct oil / fuel proportions shown in the table below are suitable when using the Efco Two Cycle Engine Oil or an equivalent high-quality engine oil **(JASO specification FD or ISO specification L-EGD).** When oil specifications are **NOT** equivalent or unknown use **4% (1:25)** oil / fuel mixing ratio.

**CAUTION: DO NOT USE AUTOMOTIVE OIL OR 2-CYCLE OUTBOARD OIL.**

**CAUTION: Never use a fuel with an alcohol percentage higher than 10%; gasohol up to 10% alcohol or E10 fuel are acceptable.**

When using an Oxygenated Gasoline a good practice of Fuel Management is necessary.

Gasoline Oxygenated with alcohol readily takes/up water when it is present; the water may be condensed out of humid air or be a contaminant in the fuel system, including tank.

**CAUTION:**
- **Match your fuel purchases to your consumption; don't buy more than you will use in one or two months;**
- **Store gasoline in a tightly-closed container in a cool, dry place.**

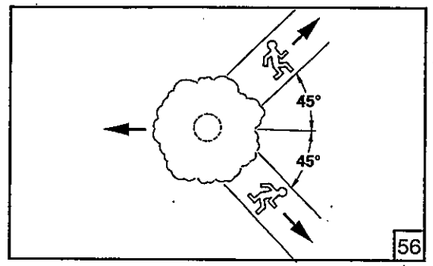
The use of Oxygenated Gasoline may cause the occurrence of vapor-lock easier.

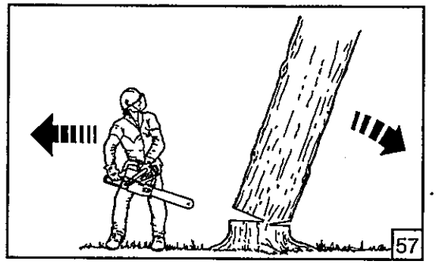
**NOTE:** 2-Cycle Engine Oil contains a fuel stabilizer and will stay fresh up to 30 days. DO NOT mix quantities larger than usable in a 30 day period. A 2-cycle oil containing a fuel stabilizer is recommended.










## Tala de árboles

**Condiciones inusuales peligrosas en la tala de árboles**

**ADVERTENCIA: No tale árboles si hay vientos o precipitaciones intensas.**

**ADVERTENCIA: No corte nunca si la visibilidad no es buena, si las temperaturas son muy altas o bajas ni con temperaturas bajo cero.**

**ADVERTENCIA: No corte árboles que tengan troncos demasiado finos o huecos, ramas podridas o corteza suelta. Los árboles con troncos demasiado finos o huecos no se pueden cortar adecuadamente por el lado opuesto al de caída. Arrastre este tipo de árboles con un equipo pesado para derribarlos.**

**ADVERTENCIA: No corte árboles cerca de cables eléctricos o edificios. Si el árbol entra en contacto con alguna línea eléctrica, informe inmediatamente a la empresa de electricidad.**

**ADVERTENCIA: Compruebe el árbol para ver si tiene ramas dañadas o muertas que puedan caer y golpearle mientras realiza la tala.**

**ADVERTENCIA: Eche un vistazo periódicamente a la parte superior del árbol mientras lo corta para asegurarse de que va a caer en la dirección deseada.**

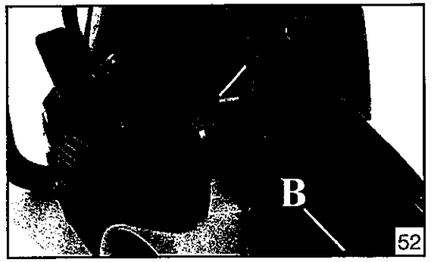
**ADVERTENCIA: Si el árbol comienza a caer en la dirección incorrecta, o si la motosierra queda atrapada o se bloquea durante la caída, DEJE LA MOTOSIERRA Y SÁLVESE.**

- Planifique previamente con cuidado la operación de corte.
- Despeje el área de trabajo. El área alrededor del árbol debe estar despejada para que el terreno sea seguro.
- El operador de la motosierra debe permanecer en el lado de subida del terreno, puesto que es probable que el árbol ruede o se deslice cuesta abajo tras talarlo.
- Estudie las condiciones naturales que puedan provocar que el árbol caiga en una determinada dirección.

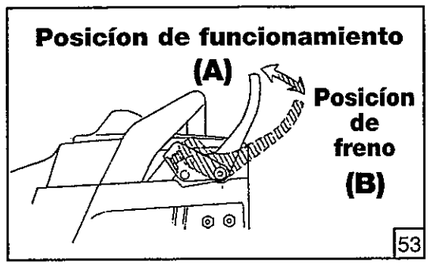
Compruebe la existencia de descomposición y putrefacción. Si el tronco está podrido, puede partirse y caer hacia el operador.

Compruebe que hay suficiente espacio para que el árbol caiga. Mantenga una longitud de 2 árboles de distancia con respecto a la persona más cercana o a otros objetos. El ruido del motor puede ahogar una llamada de advertencia. Elimine suciedad, piedras, cortezas sueltas, clavos, grapas y cables del árbol en el que vaya a cortar.

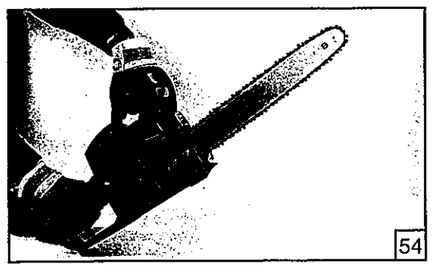
1. Fije una ruta de escape (o rutas por si la ruta fijada queda bloqueada). Despeje el área inmediata alrededor del árbol, y compruebe que no hay obstáculos en la ruta de retirada planificada. Despeje la ruta de retirada segura (Fig. 56) 45° desde la línea planificada de caída (Fig. 57).
2. Tenga en cuenta la fuerza y dirección del viento, la inclinación y equilibrio del árbol, y la ubicación de las ramas grandes. Estos puntos influyen en la dirección de caída del árbol. No intente talar un árbol a lo largo de una línea distinta a su línea natural de caída.

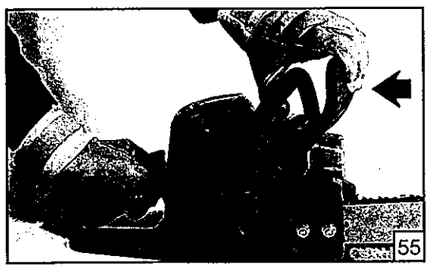


52



53


54


55

## Parada del motor

Suelte el activador **(B, Fig. 52)** y deje que el motor vuelva al estado de ralentí. Apague el motor situando la palanca del arrancador (C) en la posición más alta (3). No deje la motosierra en el suelo si la cadena está aún en movimiento. Como medida de seguridad adicional, ponga el freno de la cadena cuando no utilice la motosierra.
Si la posición **" STOP "** del interruptor no funciona, tire de la palanca cebador hasta la posición totalmente extendida (M/ difusión completa) (consulte la Fig. 52) para parar el motor.

**PRECAUCIÓN: La cadena se contrae según se enfría. Si no se afloja, podría dañar el cigüeñal y los cojinetes.**

### Comprobación previa al funcionamiento

**ADVERTENCIA: LA CADENA NO DEBE GIRAR NUNCA AL RALENTÍ. Gire el tornillo de velocidad de ralentí "T" en el sentido contrario a las agujas del reloj para reducir las RPM de ralentí y pare la cadena. O bien, póngase en contacto con el concesionario de servicio para su ajuste y no utilice la unidad hasta que se haya realizado la reparación.**
**Se pueden producir daños personales graves si la cadena gira al ralentí.**

## Funcionamiento del freno de la cadena

**Consulte la sección de seguridad correspondiente al freno de la cadena antes del uso.**
La **posición de funcionamiento (A, Fig. 53)** y la **posición de freno (B)** del freno de la cadena se ilustran a continuación.
El estado de funcionamiento del freno de la cadena se debe comprobar antes de cada uso de la unidad como se indica a continuación:

1. Arranque el motor y agarre firmemente las empuñaduras delantera y trasera con ambas manos.
2. Tire del activador para poner la motosierra a velocidad máxima. Utilizando el dorso de la mano izquierda, accione el freno de la cadena empujando la palanca del freno de la cadena/protector de manos hacia la barra mientras la cadena gira rápidamente (consulte la Fig. 54).
3. El freno se debe accionar y parar la cadena inmediatamente. En caso contrario, lleve la motosierra a un concesionario de servicio para repararla y no la utilice hasta que se haya realizado la reparación.
4. Vuelva a poner el freno de la cadena en la posición de funcionamiento agarrando el lateral (lado derecho desde la posición del operador) de la palanca del freno de la cadena/ protector de manos, y tire hacia la empuñadura delantera hasta que oiga un "clic". Consulte la Fig. 55.

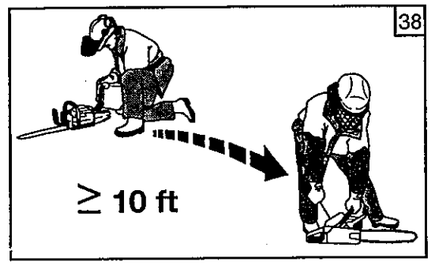
**ADVERTENCIA: Si el freno no para la cadena inmediatamente, lleve la motosierra a un concesionario de servicio para su reparación antes de utilizarla.**

**ADVERTENCIA: Si el freno no ha recibido el mantenimiento correcto, es posible que se incremente el tiempo necesario para parar la cadena tras activarse, o puede no activarse en absoluto.**

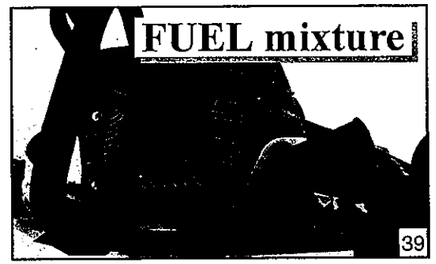




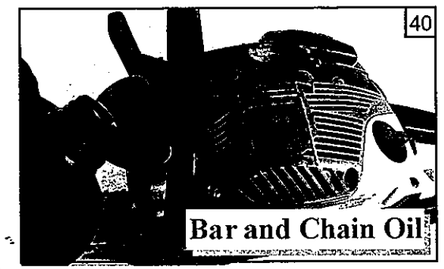




38



39



40

### Fuel Mixture

| 2-Cycle Engine Oil (25:1) 4% | |
|---|---|
| **Gasoline** | **Oil** |
| 1 Gallon (US) | 5.2 oz. |
| 1 Liter | 40 cc (40 ml) |

| High Quality 2-Cycle Engine Oil (50:1) 2% | |
|---|---|
| **Gasoline** | **Oil** |
| 1 Gallon (US) | 2.6 oz. |
| 1 Liter | 20 cc (20 ml) |

### Filling the Tank (Fig. 39)

**WARNING: Follow safety instruction for fuel handling. Always shut off engine before fueling. Never add fuel to a machine with a running or hot engine. Move at least 10 feet (3 m) from refueling site before starting engine (Fig. 38). DO NOT SMOKE!**

1. Clean surface around fuel cap to prevent contamination.
2. Loosen fuel cap slowly.
3. Carefully pour fuel mixture into the tank. Avoid spillage.
4. Prior to replacing the fuel cap, clean and inspect the gasket.
5. Immediately replace fuel cap and hand tighten. Wipe up any fuel spillage.

**NOTE: It is normal for smoke to be emitted from a new engine during and after first use.**

**WARNING: Check for fuel leaks, if any are found, correct before use. Contact a Servicing Dealer if necessary.**

When a chain saw is being used, a fire extinguisher should be available.

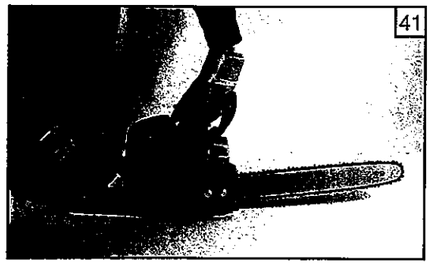
## Chain Oil System (Fig. 40)

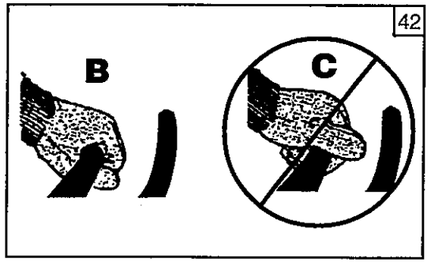
The bar and chain require continuous lubrication. Lubrication is provided by the automatic oiler system when the oil tank is kept filled. Lack of oil will quickly ruin the bar and chain. Too little oil will cause overheating shown by smoke coming from the chain and/or discoloration of the bar. In freezing weather oil will thicken, making it necessary to thin bar and chain oil with a small amount (5 to 10%) of Diesel Fuel or kerosene. Bar and chain oil must be free flowing for the oil system to pump enough oil for adequate lubrication.

**CAUTION: Never use waste oil. Always use biodegradable lubrificant that is specific for bar and chain and that is better for the environment and chainsaw's parts.**

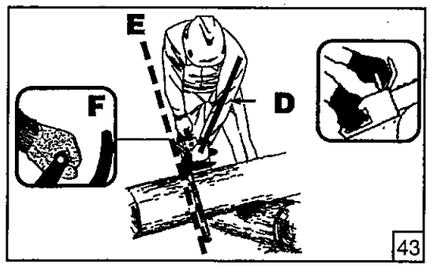
**CAUTION: Do not use dirty, used or otherwise contaminated oils. Damage may occur to the oil pump, bar, or chain.**

**WARNING: Do not use waste oil! Medical studies have shown that renewed contact with waste oil can cause skin cancer.**


41



42



43

1. Fill the oil tank every time engine is fueled. Chain saw should use approximately one tank of oil per tank of fuel.
2. The automatic oil pump is a positive displacement pump operated through gears driven off the clutch drum assembly. The pump will not oil at idle speed.

## Preparation for Cutting

**Proper Grip on Handles.**
**Refer to Safety Section for appropriate Safety Equipment.**

1. Wear non-slip gloves for maximum grip and protection.

**WARNING: Hold the saw firmly with both hands. Always keep your LEFT HAND on the front handlebar and your RIGHT HAND on the rear (throttle) handle as shown in Fig. 41, so that your body is to the left of the chain line. Never use a cross-handed grip, or any stance which would place your body or arm across the chain line. Left-handers should follow these instructions too.**

2. Maintain a proper grip **(B, Fig. 42)** on the saw whenever the engine is running. The fingers should encircle the handlebar and the thumb is wrapped under the handlebar. This grip is least likely to be broken (by a kickback or other sudden reaction of the saw). Any grip in which the thumb and fingers are on the same side of the handle **(C)**, is dangerous because a slight kick of the saw can cause loss of control.

**WARNING:**
**Proper Cutting Stance (Fig. 43)**
- **Weight should be balanced on both feet - feet on solid ground.**
- **Keep arm with elbow locked in a "straight arm" position (D) to withstand any kickback force.**
- **Your body should always be to the left of the chain line (E).**
- **Thumb on underside of handlebar (F).**

### Basic Cutting Procedure

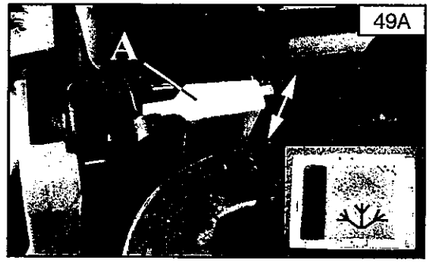
Practice cutting a few small logs using the following technique to get the "feel" of using your saw before you begin a major sawing operation.

1. Take the proper stance in front of the wood with the saw idling.
2. Accelerate the engine to full throttle just before entering the cut by squeezing the throttle trigger.
3. Begin cutting with the saw against the log.
4. Keep the engine at full throttle the entire time you are cutting.
5. Allow the chain to cut for you; exert only light downward pressure. If you force the cut, damage to the bar, chain, or engine can result.
6. Release the throttle trigger as soon as the cut is completed, allowing the engine to idle. **If you run the saw at full throttle without a cutting load, unnecessary wear or damage can occur to the chain, bar, and engine.**
7. Do not put pressure on the saw at the end of the cut.

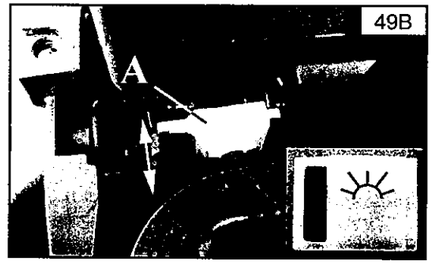




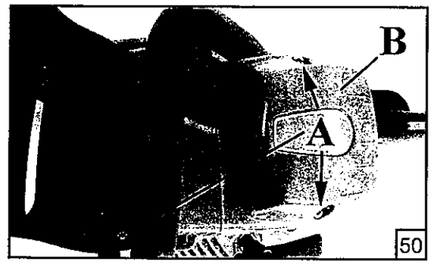




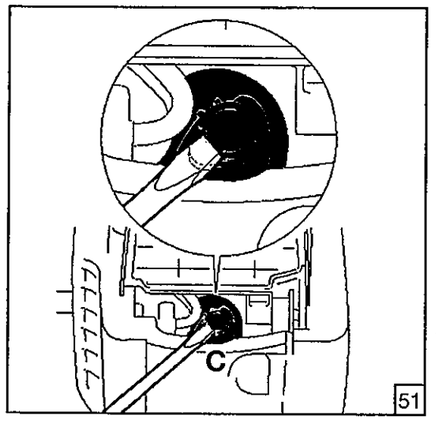
49A



49B



50



51

**ADVERTENCIA: No intente nunca arrancar la motosierra cuando la barra guía esté en un corte.**

**ATENCIÓN – No arrancar la motosierra si la barra, la cadena y el cárter de embrague (freno de cadena) no están montados; el embrague podría aflojarse y provocar lesiones.**

## Sistema antihielo

**Con temperaturas inferiores a 0°C,** situar el cursor **(A, Fig. 49A)** en la posición invernal. De este modo, además del aire frío se aspira también aire caliente procedente del cilindro, que evita la formación de hielo dentro del carburador.
**Con temperaturas superiores a +10°C, situar nuevamente el cursor (A, Fig. 49B) en la posición de verano. De lo contrario, el motor podría recalentarse y no funcionar correctamente.**

## Rodaje del motor

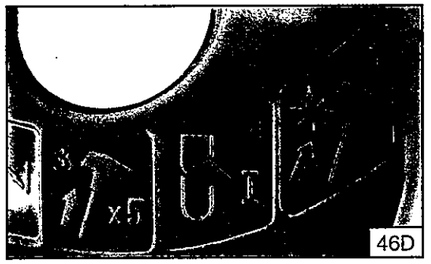
El motor alcanza su potencia máxima tras un período de actividad de 5 a 8 horas.
Durante este período de rodaje, no ponga la máquina a aceleración máxima si no está cortando, a fin de evitar tensiones de funcionamiento excesivas.

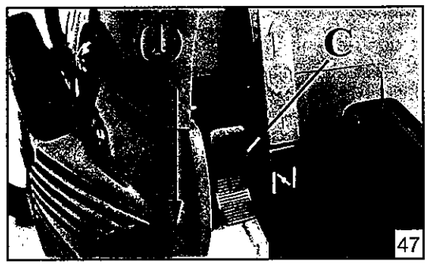
**PRECAUCIÓN: Durante el período de rodaje, no varíe la carburación para obtener un incremento de potencia; el motor puede dañarse.**

**Arranque difícil (o arranque de un motor ahogado)**
El motor puede estar ahogado con demasiado combustible si no arranca tras 10 tirones. El exceso de combustible de los motores ahogados se puede eliminar siguiendo el procedimiento de arranque del motor en caliente indicado anteriormente. Asegúrese de que el interruptor ON/STOP se encuentra en la posición ON. Para el arranque, es posible que sea necesario tirar varias veces de la empuñadura de la cuerda del motor de arranque en función del grado de ahogamiento de la unidad. Si el motor no arranca, consulte la TABLA DE SOLUCIÓN DE PROBLEMAS (página 107).

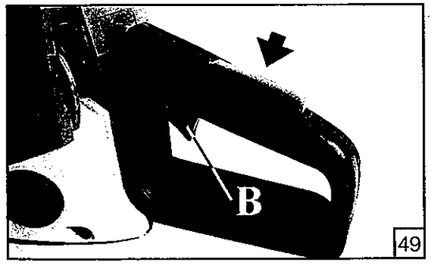
**El motor está ahogado**
Si no ajusta la palanca cebador en la posición de arranque en caliente, con la suficiente rapidez una vez que el motor comienza a encenderse, la cámara de combustión se ahoga.
- Ajuste el interruptor de masa en la posición **STOP.**
- Suelte los tornillos de la tapa de la bujía **(A, Fig. 50).**
- Extraiga la cubierta del filtro **(B).**
- Acople una herramienta adecuada en la funda de la bujía **(C, Fig. 51).**
- Haga palanca para sacar la funda de la bujía.
- Desenrosque la bujía y séquela.
- Abra el acelerador por completo.
- Tire de la cuerda del motor de arranque varias veces para desahogar la cámara de combustión.
- Vuelva a poner la bujía y conecte su funda; presiónela **firmemente** y monte de nuevo las demás piezas.
- Ajuste el interruptor de masa en I (posición del acelerador de arranque).
- Ajuste la palanca cebador en la posición de arranque en caliente aunque el motor esté frío.
- Ahora, arranque el motor.


46C


46D


47


48


49

## Arranque del motor

**ADVERTENCIA: Mantenga el cuerpo a la izquierda de la línea de la cadena. No separe nunca la sierra ni la cadena; tampoco se debe inclinar más allá de la línea de la cadena. El freno de la cadena debe estar accionado al arrancar la motosierra.**

- Sitúe la motosierra sobre un terreno nivelado y compruebe que no hay objetos ni obstrucciones cerca que puedan entrar en contacto con la barra y la cadena. Agarre firmemente la empuñadura delantera con la mano izquierda y ponga el pie derecho en la base de la empuñadura trasera; consulte la Fig. 45, pag. 91.
- Ponga el freno de la cadena empujando la palanca del freno de la cadena/protector de manos hacia adelante (hacia la barra), hasta la posición de freno como se muestra en la Fig. 46A, pag. 91. Para obtener más información, consulte las secciones de seguridad y funcionamiento del freno de la cadena.
- Presione lentamente la pera de purga entre 6 veces **(A, Fig. 46B, pag. 91) - (1, Fig. 46C)**
- Ponga la palanca del arrancador **(C, Fig.47) - (2, Fig. 46C)** en la posición más baja (1).
- Tirar de la cuerda de arranque varias veces **(3, Fig. 46D)**, hasta conseguir el **primer estallido** (no más de cinco (5) tirones). **Es posible que una unidad nueva requiera más tirones.**
- Ponga la palanca del arrancador **(C, Fig. 48) - (4, Fig. 46D)** en la posición intermedia (2).
- Poner en marcha tirando de la cuerda de arranque **(5, Fig. 46D).**
- Una vez puesto en marcha el motor, desactivar el freno de cadena y **esperar algunos segundos.** Ajuste la palanca del freno de la cadena/protector de manos en la posición de funcionamiento como se muestra en la Fig. 46A. Para obtener más información, consulte las secciones de seguridad y funcionamiento del freno de la cadena.
- Antes de accionar la palanca del acelerador **(B, Fig. 49)** para desbloquear el dispositivo de semi-aceleración automática.
- Cuando tire de la cuerda del motor de arranque, no utilice la longitud total de la cuerda, ya que se puede romper. No deje que la cuerda del motor de arranque se enrolle rápidamente. Agarre la empuñadura y deje que la cuerda vuelva a enrollarse lentamente.

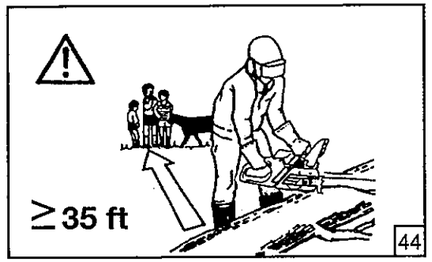
**ADVERTENCIA: No corte material con la palanca de ralentí rápido/estrangulación en la posición de la difusión completa (FULL CHOKE). No ponga la motosierra en marcha con el bloqueo del acelerador de arranque accionado. Al cortar con el bloqueo del acelerador de arranque accionado, el operador no puede controlar correctamente la velocidad de la cadena o la sierra.**

**NOTA - ARRANQUE DEL MOTOR EN CALIENTE:**
**Siga las instrucciones de arranque indicadas anteriormente, pero no utilice la posición de difusión completa para volver a arrancar la unidad. A fin de fijar el ralentí rápido para arrancar el motor en caliente, saque por completo el estrangulador y empújelo para ajustarlo en la posición de funcionamiento original.**

**ADVERTENCIA: Las condiciones meteorológicas y la altitud pueden afectar a la carburación. No permita que nadie se acerque a la motosierra mientras ajusta el carburador.**



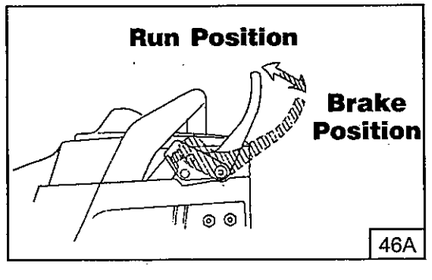




44


44A


45



46A


46B

### Work Area Precautions

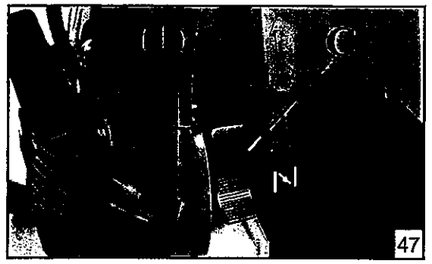
**WARNING: Cut only wood or materials made from wood. Do not cut metal, plastics, masonry, or non-wood building materials.**

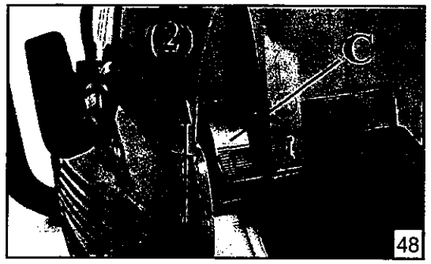
- Never allow children to operate your saw. Only allow others to use this chainsaw who have read this Operator's Manual or received adequate instructions for the safe and proper use of this chain saw.
- Keep everyone - helpers, bystanders, children, and animals a safe distance from the cutting area **(Fig. 44)**. During felling operations, the safe distance should be a least twice the height of the largest trees in the felling area. During bucking operations, keep a minimum distance of 35 feet (10 m) between workers.
- Always cut with both feet on solid ground to prevent being pulled off balance.
- Do not cut above chest height, as a saw held higher is difficult to control against kickback forces.
- Do not fell trees near electrical wires or buildings. Leave this operation for professionals.
- Cut only when visibility and light are adequate for you to see clearly.
- **Do not cut from a ladder, this is extremely dangerous.** Leave this operation for professionals.
- Stop the saw if the chain strikes a foreign object. Inspect the saw and repair parts as necessary.
- Keep the chain out of dirt and sand. Even a small amount of dirt will quickly dull a chain and increase the possibility of kickback.
- Stop the engine before setting the saw down.
- Be particularly cautious and alert while wearing hearing protection because such equipment may restrict your ability to hear sounds indicating danger (calls, signals, warnings, etc).
- Be extremely cautious when working on slopes or uneven ground.
- When a chain saw is being used, a fire extinguisher should be available.

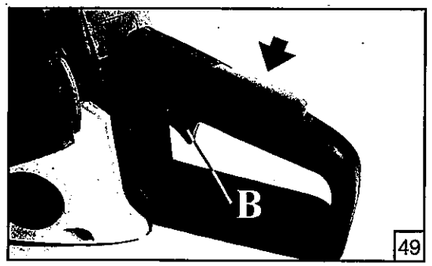
## Starting The Engine

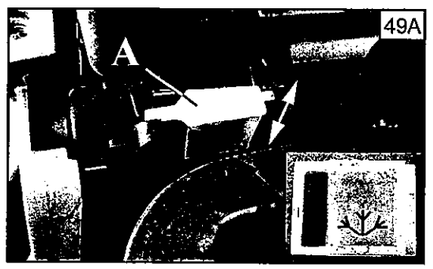
**WARNING: Keep body to the left of the chain line. Never straddle the saw or chain, or lean over past the chain line. The chain brake must be engaged when starting the saw.**

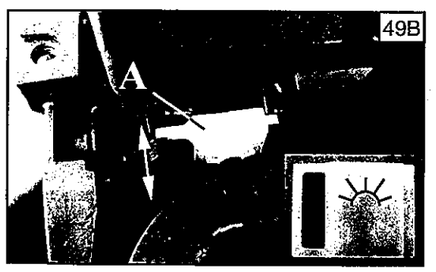
- Place the chain saw on level ground and ensure that no objects or obstructions are in immediate vicinity which could come in contact with the bar and chain. Hold the front handle firmly with the left hand and put your right foot onto the base of the rear handle, see Fig. 45.
- Set the chain brake by pushing the chain brake lever / hand guard forward (towards the bar), to the Brake Position as shown in Fig. 46A. Refer to Safety-Chain Brake and Operation-Chain Brake Sections for additional information.
- Slowly push the purge bulb 6 times **(A, Fig. 46B) - (1, Fig. 44A)**.




- Push the choke lever, **(C, Fig. 47)** - **(2, Fig. 44A - pag. 21)** fully down (1).
- Pull the starter rope a few times **(3, Fig. 52A)** until the first **kick over** of the engine is heard (no more than five (5) pulls). **A new unit may require additional pulls.**
- Move the choke lever, **(C, Fig. 48)** - **(4, Fig. 52A)** to the intermediate position (2).
- Pull the starter rope to start the engine **(5, Fig. 52A)**.
- Once the engine is going release the chain brake and **wait for a few seconds.** Place chain brake lever / hand guard into the run position as shown in Fig. 46A. Refer to Safety-Chain Brake and Operation-Chain Brake Sections for additional information.
- Then accelerate with the throttle **(B, Fig. 49)** to fire the half throttle-blocking device.

**WARNING: Do not cut material with the choke/fast idle lever at the FULL CHOKE position. Do not operate your chainsaw with the starting throttle lock engaged. Cutting with the starting throttle lock engaged does not permit the operator proper control of the saw or chain speed.**

**NOTE - STARTING WARM ENGINE:**
**Follow above starting instructions, but do not use the Full Choke position for start up again. To set fast idle for warm engine starting, pull choke out completely and push back in to the original Run Position.**

**WARNING: Weather conditions and altitude may affect carburetion. Do not allow bystanders close to the chain saw while adjusting the carburetor.**

**WARNING: Never attempt to start the chainsaw when the guide bar is in a cut or kerf.**

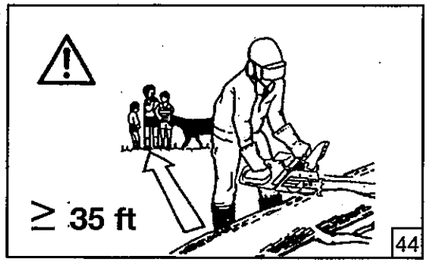
**WARNING: Never start the saw engine without the bar, chain and clutch cover (chain brake) assembled - or else the clutch can come loose and cause personal injuries.**

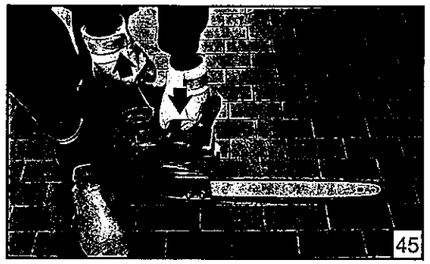
## Ice Device System

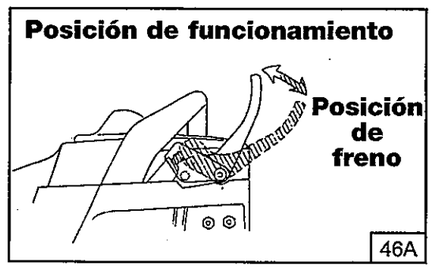
**In the event of temperatures below 0°C,** move the cursor (A, Fig. 49A) to the winter position. In this way heated air from the cylinder is also taken in, preventing thus the formation of ice inside the carburettor.
**When the temperature rises above +10°C, move the cursor (A, Fig. 49 B) to the summer position. Failure to reset this parameter could impair motor performance due to overheating.**

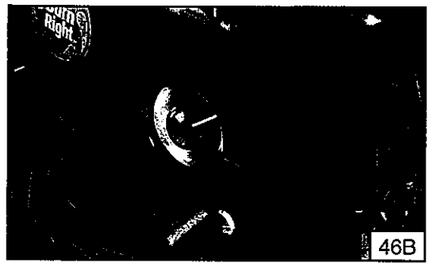







**Procedimiento de corte básico**

Practique cortando algunos troncos pequeños utilizando la siguiente técnica para familiarizarse con el uso de la motosierra antes de iniciar una operación de corte importante.

1. Adopte la postura adecuada delante de la madera con la motosierra a ralentí.
2. Ponga el motor a aceleración máxima justo antes de entrar en el corte apretando para ello el activador.
3. Comience a cortar con la motosierra contra el tronco.
4. Mantenga el motor a aceleración máxima mientras realiza el corte.
5. Deje que la cadena corte por usted; ejerza únicamente una ligera presión hacia abajo. Si fuerza el corte, se pueden producir daños en la barra, cadena o motor.
6. Suelte el activador en cuanto finalice el corte, y deje que el motor se ponga a ralentí. **Si pone la motosierra a aceleración máxima sin haber una carga de corte, se pueden producir daños o desgaste innecesarios en la cadena, barra y motor.**
7. No aplique presión en la motosierra al final del corte.

**Precauciones sobre el lugar de trabajo**

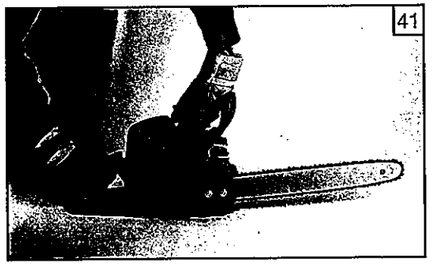
**ADVERTENCIA: Corte solamente madera o materiales de madera. No corte metal, plástico, mampostería ni materiales de construcción que no sean de madera.**

- No permita nunca que un niño utilice la motosierra. Permita únicamente utilizar esta motosierra a aquellas personas que hayan leído este manual del operador o que hayan recibido las instrucciones adecuadas para el uso seguro y correcto de esta motosierra.
- Haga que los ayudantes, transeúntes, niños y animales se mantengan a una distancia segura del lugar donde realiza el corte (Fig. 44). Durante operaciones de tala, la distancia segura debe ser de al menos dos veces la altura de los árboles más altos del lugar de tala. Durante operaciones de tronzado, mantenga una distancia mínima de 35 pies (10 m) entre los trabajadores.
- Corte siempre con los dos pies sobre un terreno firme para no perder el equilibrio.
- No corte con la motosierra por encima de la altura del pecho, puesto que si está en una posición más alta resultará difícil controlarla frente a fuerzas de rebote.
- No tale árboles próximos a cables eléctricos o edificios. Deje esta operación a los profesionales.
- Corte solamente cuando la visibilidad y la iluminación sean las adecuadas para ver con claridad.
- **No corte subido a una escalera, ya que es muy peligroso.** Deje esta operación a los profesionales.
- Pare la motosierra si la cadena golpea algún objeto extraño. Inspeccione la motosierra y repare las piezas según sea necesario.
- Mantenga la cadena limpia y sin arena. Incluso una pequeña cantidad de suciedad hará que la cadena pierda brillo rápidamente y aumentará la posibilidad de que se produzcan rebotes.
- Pare el motor antes de soltar la motosierra.
- Esté especialmente atento cuando utilice protección para los oídos, puesto que tal equipo puede limitar su capacidad para oír sonidos que indiquen peligro (gritos, señales, advertencias, etc.).
- Tenga mucho cuidado cuando trabaje en pendientes o en terrenos desnivelados.
- Durante la utilizacion de la motosierra tiene que ser diponible un extintor de incendios.

**PRECAUCIÓN: No utilice aceites sucios, utilizados ni contaminados. Si lo hace, se pueden producir daños en la bomba de aceite, en la barra o en la cadena.**

**ADVERTENCIA: No utilice aceite de desecho. Los estudios médicos realizados han demostrado que el contacto prolongado con aceite de desecho puede provocar cáncer de piel.**

1. Llene el depósito de aceite cada vez que añada combustible al motor. La motosierra debe utilizar aproximadamente un depósito de aceite por cada depósito de combustible.
2. La bomba de lubricación automática es una bomba de desplazamiento y funciona mediante engranajes accionados desde el conjunto de tambor del embrague. La bomba no lubricará a velocidades de ralentí.

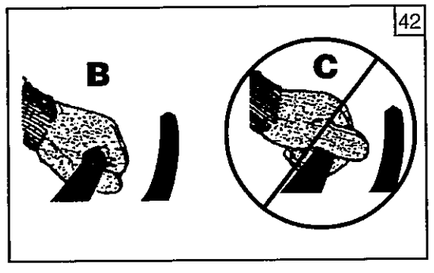

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## Preparación para cortar

**Agarre correctamente las empuñaduras.**
**Consulte la sección de seguridad con respecto al equipo de seguridad adecuado.**

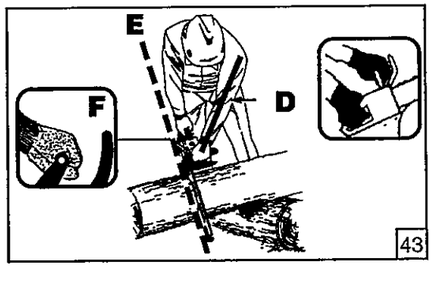
1. Utilice guantes antideslizantes para obtener el máximo agarre y protección.

**ADVERTENCIA: Agarre firmemente la motosierra con las dos manos. Mantenga siempre la MANO IZQUIERDA en la empuñadura delantera y la MANO DERECHA en la empuñadura trasera (acelerador) como se muestra en la Fig. 41, de forma que el cuerpo quede a la izquierda de la línea de la cadena. No cruce nunca las manos al agarrar la unidad; tampoco adopte una postura que haga que el cuerpo o el brazo queden en la línea de la cadena. Los zurdos deben seguir también estas instrucciones.**



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2. Mantenga la motosierra correctamente agarrada **(B, Fig.42)** cuando el motor esté en marcha. Los dedos deben rodear la empuñadura y el pulgar debe quedar debajo de ella. Esta forma de agarrar es la más firme ante rebotes u otras reacciones repentinas de la motosierra. Resultará peligroso si agarra la unidad de forma que el pulgar y los dedos queden en el mismo lado de la empuñadura **(C)**, ya que un ligero rebote de la motosierra puede hacer que pierda el control.

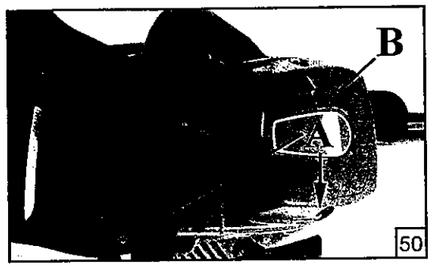


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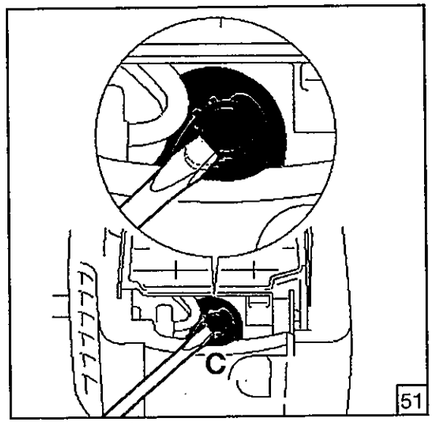
**ADVERTENCIA:**
**Postura adecuada para cortar (Fig. 43)**
- **El peso debe estar equilibrado sobre ambos pies y éstos deben estar sobre un terreno firme.**
- **Mantenga el brazo con el codo fijo en posición de "brazo recto" (D) para resistir cualquier fuerza de rebote.**
- **El cuerpo debe estar siempre a la izquierda de la línea de la cadena (E).**
- **El pulgar debe estar en la parte inferior de la empuñadura (F).**







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## Breaking-in the Engine

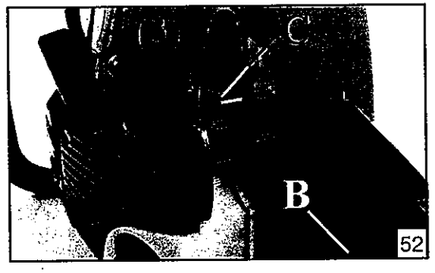
The engine reaches the maximum power after 5-8 hours of activity. During this period of breaking-in do not make the machine function idly at full throttle, to avoid excessive functioning stress.

**CAUTION! – During the braking-in period do not vary the carburetion to obtain a presumed power increment; the engine can be damaged.**

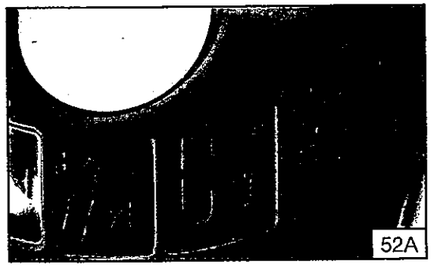
**Difficult Starting (or starting a flooded engine)**
The engine may be flooded with too much fuel if it has not started after 10 pulls. Flooded engines can be cleared of excess fuel by following the warm engine starting procedure listed above. Ensure the ON/STOP switch is in the ON position. Starting could require pulling the starter rope handle many times depending on how badly the unit is flooded. If engine fails to start refer to the TROUBLESHOOTING TABLE (page 35).

**Engine is Flooded**

If you did not move the choke lever to warm start, quickly enough after the engine began to fire, the combustion chamber is flooded.
- Set the on/off swich to **STOP**.
- Unscrew the screws on the cover **(A, Fig. 50)**.
- Remove the filter cover **(B)**.
- Engage a suitable tool in the spark plug boot **(C, Fig. 51)**.
- Pry off the spark plug boot.
- Unscrew and dry off the spark plug.
- Open the throttle wide.
- Pull the starter rope several times to clear the combustion chamber.
- Refit the spark plug and connect the spark plug boot, press it down **firmly** – reassemble the other parts.
- Set the on/off swich to **I**, the starting position.
- Set the choke lever to warm start – even if engine is cold.
- Now start the engine.



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52A

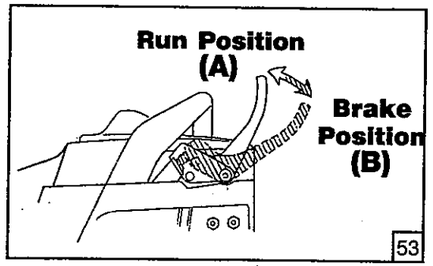
## Stopping The Engine

Release the throttle trigger **(B, Fig. 52)** and let the engine return to idle.
Switch off the engine, returning the choke lever (C) to the fully up position (3). Do not put the chain saw on the ground when the chain is still moving. For additional safety, set the chain brake when the saw is not in use.
In the event that the **"STOP"** position of the switch will not function, pull the choke lever out to the fully extended position M / Full Choke, refer to Fig. 52 to stop the engine.

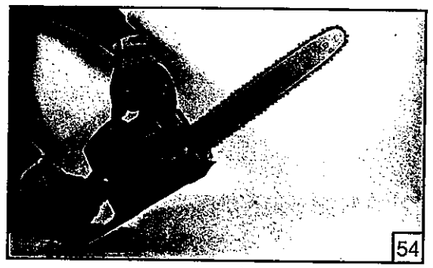
**CAUTION: The chain contracts as it cools down. If it is not slackened, it could damage the crankshaft and bearings.**

**Pre-operation checking**

**WARNING: THE SAW CHAIN SHOULD NEVER TURN AT IDLE. Turn the idle speed screw "T" counterclockwise to reduce the idle RPM and stop the chain, or contact a Servicing Dealer for adjustment and discontinue use until the repair is made.**
**Serious personal injury may result from the saw chain turning at idle.**



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## Chain Brake Operation

**Refer to Safety-Chain Brake Section before use.**
The chain brake **Run Position (A, Fig. 53)** and **Brake Position (B)** are illustrated below.
The chain brake operating condition should be checked prior to each use as follows:

1. Start the engine and grasp front and rear handles securely with both hands.
2. Pull the throttle trigger to bring the chain saw up to full speed. Using the back of your left hand, engage the chain brake by pushing the chain brake lever / hand guard toward the bar while the chain is rotating rapidly, see Fig, 54.
3. The chain brake should engage and stop the chain immediately, if not, take the saw to a Servicing Dealer for repair and discontinue use until the repair is made.
4. Reset the chain brake back into the run position by grasping the guide bar side (right side from operator's position) of the chain brake lever / hand guard and pull toward the front handle until an audible click is heard. See Fig, 55.

**WARNING: If chain brake does not stop the chain immediately, take the saw to a Servicing Dealer for repair prior to use.**

**WARNING: An improperly maintained chain brake may increase the time needed to stop the chain after activation, or may not activate at all.**

## Tree Felling

**Unusual Hazardous Tree Felling Conditions**

**WARNING: Do not fell trees during periods of high wind or heavy precipitation.**

**WARNING: Never cut, when visibility is poor or in very high or low temperatures or in freezing weather.**

**WARNING: Do not cut trees that have an extreme lean or hollow trunks rotten limbs or loose bark. Proper notching and back cutting cannot be performed on trees with extreme lean or hollow trunks. Have these trees dragged down with heavy equipment.**

**WARNING: Do not cut trees near electrical wires or buildings. If the tree makes contact with any utility line, the utility company should be notified immediately.**

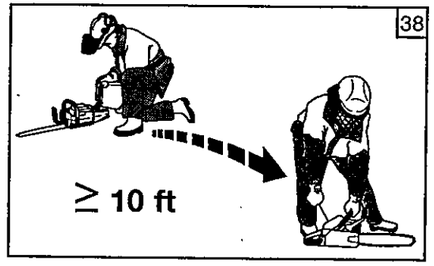
**WARNING: Check the tree for damaged or dead branches that could fall and hit you during felling.**











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**Mezcla de combustible**

| **Aceite de motor de 2 ciclos (25:1) 4%** | |
|---|---|
| **Essence** | **Huile** |
| 1 galón (US) | 5.2 oz. |
| 1 litro | 40 cc (40 ml) |

| **Alta Calidad aceite de motor de 2 ciclos (50:1) 2%** | |
|---|---|
| **Essence** | **Huile** |
| 1 galón (US) | 2.6 oz. |
| 1 litro | 20 cc (20 ml) |

**Llenado del depósito (Fig. 39)**

**ADVERTENCIA: Siga las instrucciones de seguridad correspondientes al manejo de combustible. Apague siempre el motor antes de repostar. No añada nunca combustible a una máquina cuando el motor esté en marcha o caliente. Aléjese al menos 10 pies (3 m) del lugar de recarga de combustible antes de arrancar el motor (Fig. 38). ¡NO FUME!**

1. Limpie la superficie alrededor del tapón del depósito de combustible para evitar la contaminación.
2. Afloje lentamente el tapón del depósito de combustible.
3. Vierta con cuidado la mezcla de combustible en el depósito. Evite derramamientos.
4. Antes de volver a poner el tapón del depósito, limpie e inspeccione la junta.
5. Vuelva a poner inmediatamente el tapón del depósito y apriételo con la mano. Limpie el combustible que se haya derramado.

**NOTA: Es normal que un motor nuevo emita humo durante y después del primer uso.**

**ADVERTENCIA: Compruebe la existencia de fugas de combustible; si detecta alguna, corríjala antes de utilizar la unidad. Póngase en contacto con un concesionario de servicio si es necesario.**

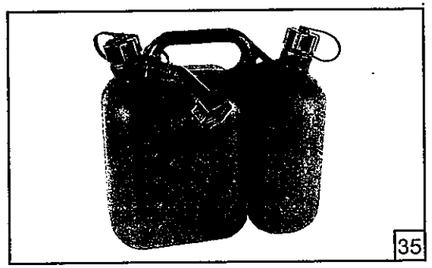
Durante la utilizacion de la motosierra tiene que ser diponible un extintor de incendios.

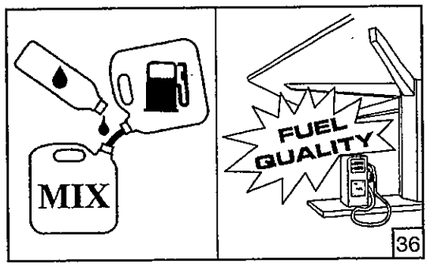
## Sistema de lubricación de la cadena (Fig. 40)

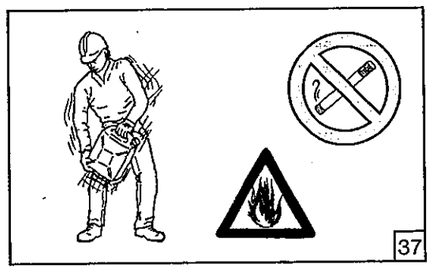
La barra y la cadena se deben lubricar de forma continua. La lubricación la proporciona el sistema lubricador automático cuando el depósito de aceite se mantiene lleno. Si no hay aceite, la barra y la cadena se deteriorarán rápidamente. Si la cantidad de aceite es demasiado pequeña, se producirá sobrecalentamiento que será obvio por el humo que desprenderá la cadena o por la decoloración de la barra. Con temperaturas bajo cero, el aceite se espesa, por lo que será necesario diluir el aceite de la barra y la cadena con una pequeña cantidad (entre 5 y 10%) de combustible diesel o queroseno. El aceite de la barra y la cadena debe fluir libremente al sistema de lubricación para bombear suficiente aceite a fin de obtener una lubricación adecuada.

**PRECAUCIÓN: No utilice nunca aceite de desecho. Utilice siempre lubricante biodegradable específico para la barra y la cadena y que no perjudique el medioambiente ni las piezas de la motosierra.**




## Púa de tronzado

**ADVERTENCIA: La motosierra está equipada con una púa de tronzado (A, Fig.34). La púa de tronzado está muy afilada y puede producir lesiones. Tenga mucho cuidado cuando trabaje cerca de la púa de tronzado.**

**ADVERTENCIA: Si extrae la púa de tronzado, la motosierra dejará de cumplir la norma SAE J335 y otras. Consulte la sección de seguridad correspondiente a los requisitos estatales y locales.**

## Alimentación de combustible (¡No fume!) (Fig. 37)

Este producto se alimenta mediante un motor de 2 ciclos y requiere que se mezcle previamente gasolina y aceite de 2 ciclos. Mezcle previamente gasolina sin plomo y aceite de motor de 2 ciclos en un contenedor limpio homologado para gasolina **(Fig.35).**

**COMBUSTIBLE RECOMENDADO:** ESTE MOTOR CUENTA CON LA CERTIFICACIÓN PARA FUNCIONAR CON GASOLINA SIN PLOMO DESTINADA A SU USO EN AUTOMOCIÓN CON UN ÍNDICE DE OCTANO DE 89 ([R + M] / 2) O MÁS **(Fig. 36).**

Mezcle aceite de motor de 2 ciclos con gasolina según las instrucciones indicadas en el envase. Recomendamos encarecidamente el uso de aceite de motor Efco de dos ciclos al **2% (1:50)** formulado especialmente para todos los motores Efco de dos tiempos refrigerados por aire.

Las proporciones correctas de combustible y aceite de la tabla (pág. 89) siguiente son v·lidas para cuando se usa un aceite de motor Efco de dos ciclos o un aceite de calidad equivalente **(con especificación JASO FD o con especificación ISO L-EGD)**. Si las especificaciones del aceite **NO** son equivalentes o son desconnocidas, utilice una mezcla de aceite y combustible al **4% (1:25)**.

**PRECAUCIÓN:NOUTILICEACEITEDEAUTOMOCIÓN NI ACEITE FUERA BORDA DE 2 CICLOS.**

**PRECAUCIÓN: No utilice nunca combustible con un porcentaje de alcohol superior al 10%; se puede utilizar gasohol con un máximo de 10% de alcohol o combustible E10.**

Al utilizar gasolina oxigenada, se deberá aplicar una buena práctica de tratamiento del combustible. La gasolina oxigenada con alcohol absorbe agua fácilmente cuando está presente; el agua se puede condensar a partir del aire húmedo o ser un contaminante en el sistema de combustible, incluido el depósito.

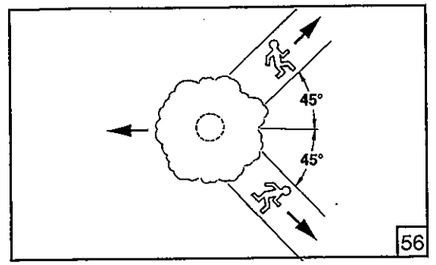
**PRECAUCIÓN:**
- **Compre el combustible según la cantidad que vaya a consumir; no compre más del que vaya a utilizar en uno o dos meses;**
- **Guarde la gasolina en un contenedor hermético en un lugar fresco y seco.**

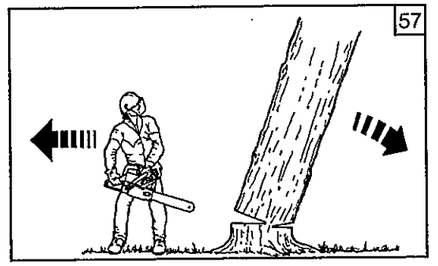
El uso de gasolina oxigenada puede provocar la aparición de bolsas de vapor con mayor facilidad.

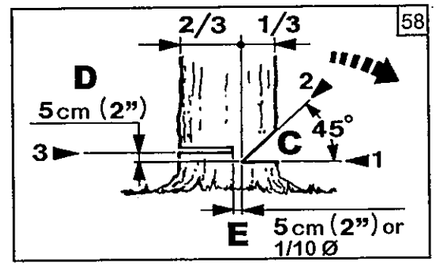
**NOTA:** El aceite de motor de 2 ciclos contiene un estabilizador de combustible y se conservará en perfecto estado durante un máximo de 30 días. NO mezcle cantidades mayores de las que se puedan utilizar en un período de 30 días. Se recomienda utilizar un aceite de 2 ciclos que contenga estabilizador de combustible.

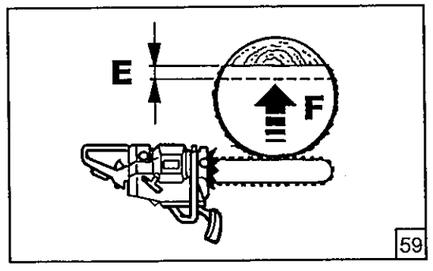


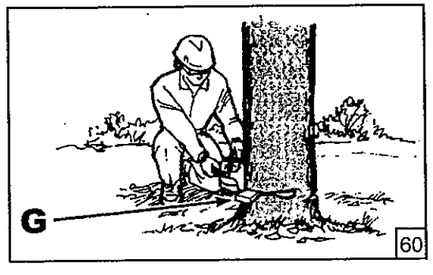





**WARNING: Periodically glance at the top of the tree during the backcut to assure the tree is going to fall in the desired direction.**

**WARNING: If the tree starts to fall in the wrong direction, or if the saw gets caught or hung up during the fall, LEAVE THE SAW AND SAVE YOURSELF!**

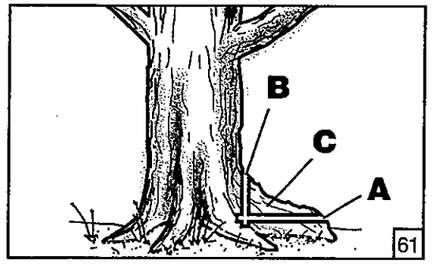
- Carefully plan your sawing operation in advance.
- Clear the work area. You need a clear area all around the tree so you can have secure footing.
- The chain saw operator should keep on the uphill side of the terrain as the tree is likely to roll or slide downhill after it is felled.
- Study the natural conditions that can cause the tree to fall in a particular direction.

Look for decay and rot. If the trunk is rotted, it can snap and fall toward the operator.

Make sure there is enough room for the tree to fall. Maintain a distance of 2 tree lengths from the nearest person or other objects. Engine noise can drown out a warning call. Remove dirt, stones, loose bark, nails, staples, and wire from the tree where cuts are to be made.

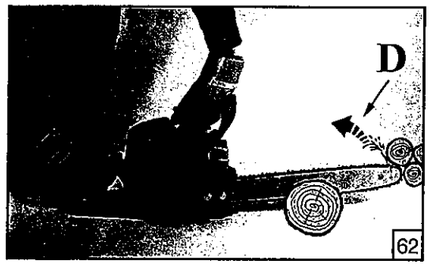
1. Pick your escape route (or routes in case the intended route is blocked). Clear the immediate area around the tree, and make sure there are no obstructions in your planned path of retreat. Clear path of safe retreat (Fig. 56) 45° from planned line of fall (Fig. 57).
2. Consider the force and direction of the wind, the lean and balance of the tree, and the location of large limbs. These things influence the direction in which the tree will fall. Do not try to fell a tree along a line different from its natural line of fall.
3. Cut a notch **(C, Fig. 58)** about 1/3 the diameter of the trunk in the side of the tree. Make the cuts of the notch so they intersect at a right angle to the line of fall. This notch should be cleaned out to leave a straight line. To keep the weight of the wood off the saw, always make the lower cut of the notch before the upper cut.
4. The backcut is always made level and horizontal, and at a minimum of 2 inches (5 cm) above the horizontal cut of the notch **(D)**.
5. Never cut through to the notch. Always leave a band of wood between the notch and back cut (approximately 2 inches (5 cm) or 1/10 the diameter of the tree). This is called "hinge" **(E)** or "hingewood". It controls the fall of the tree and prevents slipping or twisting or shoot-back of the tree off the stump.
6. On large diameter trees, stop the back cut **(F, Fig. 59)** before it is deep enough for the tree to either fall or settle back on the stump. Then insert soft wooden or plastic wedges **(G, Fig. 60)** into the cut so they do not touch the chain. The wedges can be driven in, little by little, to help jack the tree over.
7. As tree starts to fall, stop the engine and put saw down immediately. Retreat along cleared path, but watch the action in case something falls your way.

**WARNING: Never cut through to the notch when making a backcut. The hinge controls the fall of the tree, this is the section of wood between the notch and backcut.**




**DO NOT** cut down a partially fallen tree with your saw.
Be extremely cautious with partially fallen trees that may be poorly supported. When a tree doesn't fall completely, set the saw aside and pull down the tree with a cable winch, block and tackle, or tractor.

**Buttress Roots**
A buttress root is a large root extending from the trunk of the tree above ground. Large buttress roots should be removed prior to felling. Make the horizontal cut **(A, Fig. 61)** into the buttress first, followed by the vertical cut **(B)**. Remove the resulting loose section **(C)** from the work area. Utilize the proper instructions from the Operation-Tree Felling section of the manual after the large buttress roots have been removed.

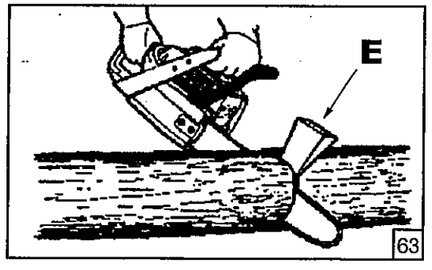



## Bucking

Bucking is the term used for cutting a fallen tree to the desired log length.

- Cut only one log at a time.

**WARNING: Support small logs on a saw horse or another log while bucking. Never allow another person to hold the log while cutting and never hold the log with your leg or foot.**




**WARNING: Keep a clear cutting area. Make sure that no objects can contact the guide bar nose and chain during cutting, this can cause kickback (D, Fig. 62).**

**WARNING: During bucking operations always stand on the uphill side so that the cut-off section of the log can not roll over you.**

**WARNING: If saw becomes pinched or hung in a log, don't try to force it out. You can lose control of the saw resulting in injury and/or damage to the saw. Stop the saw, drive a wedge of plastic or wood into the cut until the saw can be removed easily (E, Fig. 63). Restart the saw and carefully reenter the cut. Do not attempt to restart your saw when it is pinched or hung in a log.**

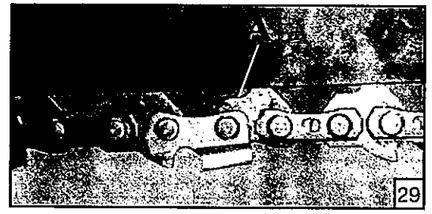
**WARNING: Do not stand on the log being cut. Any portion can roll causing loss of footing and control. Do not cut in an area where logs, limbs, and roots are tangled. Drag the logs into a clear area before cutting by pulling out exposed and cleared logs first.**

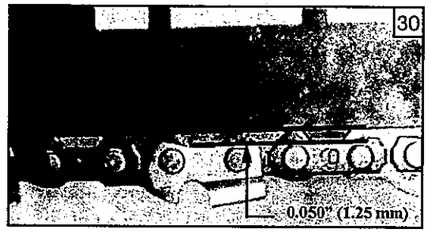
**Bucking with a Wedge**
If the wood diameter is large enough for you to insert a soft bucking wedge **(E, Fig. 63)** without touching the chain, you should use the wedge to hold the cut open to prevent pinching.

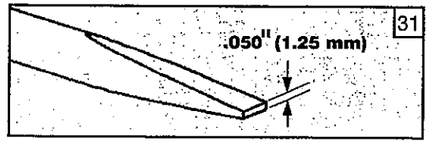








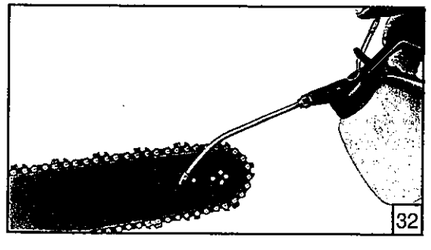

## Tensión de la cadena

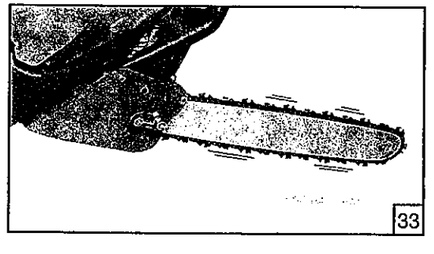
**ADVERTENCIA: No toque nunca ni ajuste la cadena con el motor en marcha. Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.**

1. **Pare el motor antes de ajustar la tensión de la cadena.** Afloje ligeramente las tuercas de la barra guía, y gire el tornillo de tensión de la cadena **en el sentido de las agujas del reloj** para tensar la cadena. Consulte la sección correspondiente al montaje de la barra y la cadena. Vuelva a apretar las tuercas de la barra guía. La cadena en frío estará correctamente tensada cuando no esté floja en el lado inferior de la barra guía; la cadena estará ajustada, pero se podrá girar de forma manual sin agarrotarse.
   Con respecto a la cadena en caliente, consulte el elemento 3.
2. La cadena se deberá tensar de nuevo cuando las partes planas **(A)** de las lengüetas del eslabón de transmisión cuelguen más allá de la ranura de la barra. Consulte la Fig. 29.
3. Durante el funcionamiento normal de la motosierra, la temperatura de la cadena aumentará. Las lengüetas del eslabón de transmisión de una cadena en caliente correctamente tensada colgarán aproximadamente .050" (1:25 mm) más allá de la ranura de la barra. Consulte la Fig. 30. Como ayuda para determinar si la tensión de la cadena en caliente es correcta, se puede utilizar la punta de la llave de combinación (Fig. 31) como guía.

**PRECAUCIÓN: Si la cadena se tensa en caliente, es posible que esté demasiado tensa al enfriarse. Compruebe la "tensión en frío" antes del siguiente uso.**

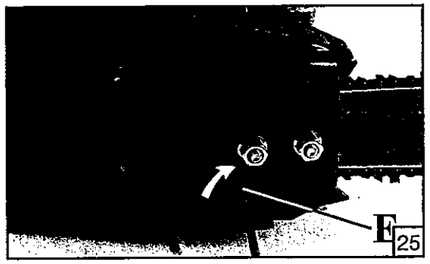
**PRECAUCIÓN: Si la cadena es nueva, se deberá volver a tensar con mayor frecuencia que una que se haya utilizado durante algún tiempo.**



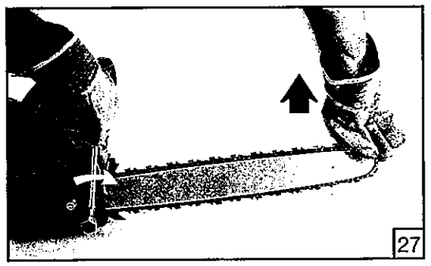

## Rodaje de la cadena

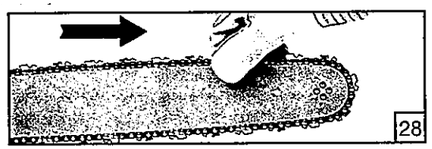
**Las cadenas nuevas se estiran, por lo que se deben tensar con frecuencia.** Levante la cadena para sacarla de la ranura de la barra y lubrique dicha ranura con aceite adicional (consulte la Fig. 32). Coloque la motosierra sobre un trozo de cartón o madera contrachapada. Arranque la motosierra (consulte la sección de funcionamiento correspondiente al arranque del motor) y déjela en funcionamiento a una velocidad moderada durante un (1) minuto aproximadamente. **Pare el motor.** Compruebe que la bomba de aceite funciona correctamente. Si la bomba de aceite funciona correctamente, en el cartón debe haber un exceso de aceite procedente del giro de la cadena (consulte la Fig. 33). Ajuste la tensión de la cadena (consulte la sección de funcionamiento correspondiente a la tensión de la cadena). Arranque la motosierra de nuevo y haga unos cuantos cortes en un tronco para calentar la cadena. Pare el motor y ajuste de nuevo la cadena. Repita este proceso hasta que la cadena conserve el ajuste adecuado de tensión en caliente como se muestra en la Fig. 30 de la sección correspondiente a la tensión de la cadena. **No toque nunca el suelo con la cadena.**










10. Tense la cadena girando el tornillo de tensión **(E)** en el sentido de las agujas del reloj, asegurándose de que la cadena se asienta en la ranura de la barra mientras se tensa (consulte la Fig. 25).
11. Levante la punta de la barra guía para comprobar si hay combadura (consulte la Fig. 26). Suelte la punta de la barra guía y gire el tornillo de tensión de la cadena **(E)** 1/2 vuelta en el sentido de las agujas del reloj. Repita este proceso hasta que la combadura desaparezca.
12. Mantenga levantada la punta de la barra guía y apriete las tuercas de la barra firmemente como se muestra en la Fig. 27.
13. La cadena estará correctamente tensada cuando no esté floja en el lado inferior de la barra guía; la cadena estará ajustada, pero se podrá girar de forma manual sin agarrotarse (consulte la Fig. 28). Asegúrese de que el freno de la cadena no está puesto.

**NOTA: La cadena no girará si está demasiado tensa. Afloje ligeramente las tuercas de la barra y gire el tornillo de ajuste 1/4 de vuelta en el sentido contrario a las agujas del reloj. Levante la punta de la barra guía y vuelva a apretar las tuercas de la barra.**

**ADVERTENCIA: Compruebe la tensión de la cadena con frecuencia cuando utilice la motosierra. No toque nunca ni ajuste la cadena con el motor en marcha. Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.**

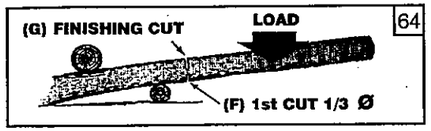
**ADVERTENCIA: La cadena de repuesto debe contar con las mismas características de rebote o de menor rebote que la suministrada originalmente.**

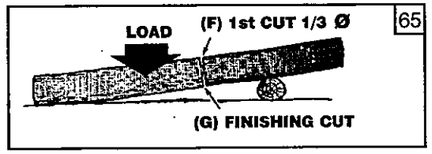
**ADVERTENCIA: Si la motosierra se utiliza estando la cadena floja, ésta podría saltar de la barra guía y podrían producirse lesiones graves como resultado.**

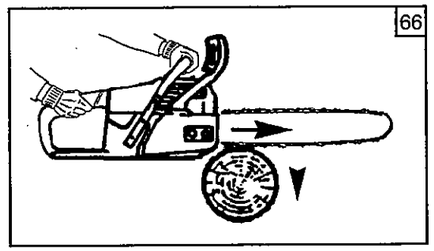
**ADVERTENCIA: No ponga nunca la motosierra en marcha con la cubierta de la rueda dentada suelta.**

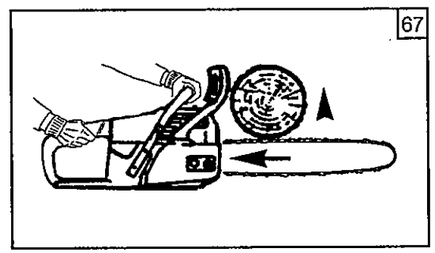


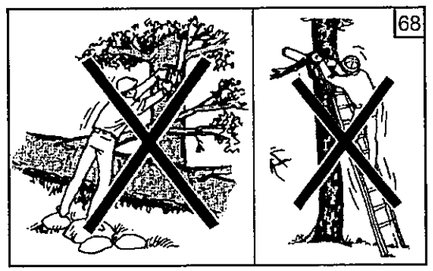


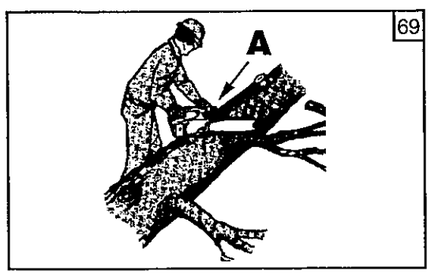



**Logs Under Stress (Fig. 64-65)**
Make the first bucking cut **(F)** 1/3 of the way through the log and finish with a 2/3 cut **(G)** on the opposite side. As the log is being cut, it will tend to bend. The saw can become pinched or hung in the log if you make the first cut deeper than 1/3 of the diameter of the log.
Give special attention to logs under stress to prevent the bar and chain from pinching.

**Types of Cutting Used**
**Overbucking (Fig. 66)**
Begin on the top side of the log with the bottom of the saw against the log; exert light pressure downward.

**Underbucking (Fig. 67)**
Begin on the under side of the log with the top of the saw against the log; exert light pressure upward. During underbucking, the saw will tend to push back at you. Be prepared for this reaction and hold the saw firmly to maintain control.

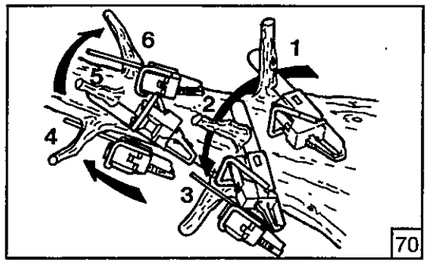
**WARNING: Never turn saw upside down to undercut. The saw cannot be controlled in this position. Always make your first cut on the compression side of the log. The compression side of the log is where the pressure of the log's weight is concentrated.**

## Limbing and Pruning

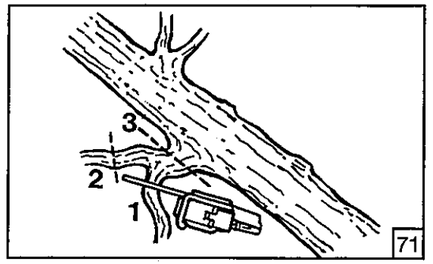
**WARNING: Be alert for and guard against kickback. Do not allow the moving chain to contact any other branches or objects at the nose of the guide bar when limbing or pruning. Allowing such contact can result in serious injury.**

- Work slowly, keeping both hands on the saw with a firm and proper grip. Maintain secure footing and balance **(Fig. 68)**.
- Keep the tree between you and the chain while limbing **(A, Fig. 69)**. Cut from the side of the tree opposite the branch you are cutting.
- Do not cut from a ladder, this is extremely dangerous **(Fig. 68)**. Leave this operation for professionals.
- Do not cut above chest height as a saw held higher is difficult to control against kickback.
- Be alert for springback. Watch out for branches that are bent or under pressure. Avoid being struck by the branch or the saw when the tension in the wood fibers is released.
- Keep a clear work area. Frequently clear branches out of the way to avoid tripping over them.

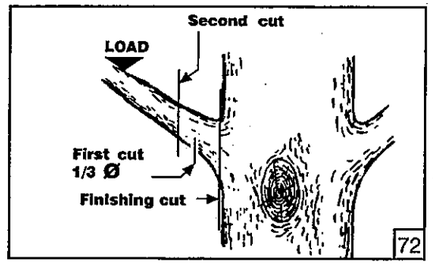
**WARNING: Never climb into a tree to limb or prune. Do not stand on ladders, a log or in any position which can cause you to lose your balance or control of the saw.**



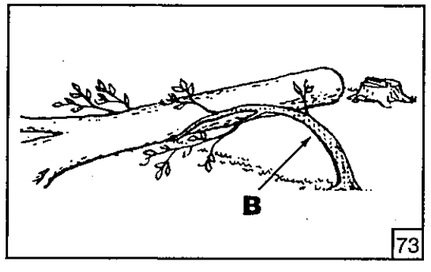
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**Limbing Operation (Fig. 70-71)**

- Always limb a tree after it is cut down. Only then can limbing be done safely and properly.
- Leave the larger limbs underneath the felled tree to support the tree as you work.
- Start at the base of the felled tree and work toward the top, cutting branches and limbs. Remove small limbs with one cut.
- Keep the tree between you and the chain. Cut from the side of the tree opposite the branch you are cutting.
- Remove larger, supporting branches with the cutting techniques described in BUCKING WITHOUT A SUPPORT.
- Always use an overcut to cut small and freely hanging limbs. Undercutting could cause limbs to fall and pinch the saw.

**Pruning Operation (Fig. 72)**

- When pruning trees it is important not to make the flush cut next to the main limb or trunk until you have cut off the limb further out to reduce the weight. This prevents stripping the bark from the main member.
- Underbuck the branch 1/3 through for your first cut, your second cut should overbuck to drop the branch off.
- Now make your finishing cut smoothly and neatly against the main member so the bark will grow back to seal the wound.

**WARNING: If the limbs to be pruned are above chest height, hire a professional to perform the pruning.**

**Springpoles**

A springpole **(B, Fig. 73)** is any log, branch, rooted stump, or sapling which is bent under tension by other wood so that it springs back if the wood holding it is cut or removed. On a fallen tree, a rooted stump has a high potential of springing back to the upright position during the bucking cut to separate the log from the stump. Watch out for springpoles. They are potentially dangerous.

**WARNING: Springpoles are dangerous and could strike the operator, causing the operator to lose control of the chain saw. This could result in severe or fatal injury to the operator.**

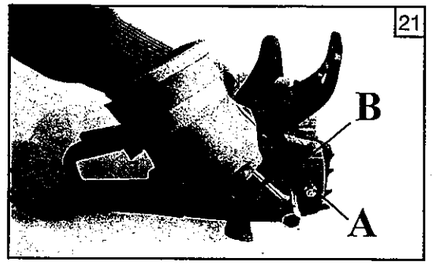




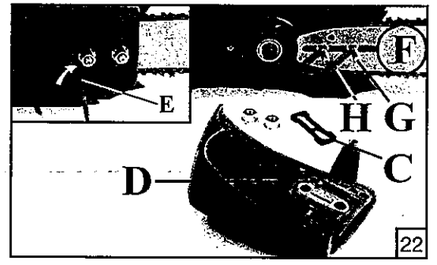




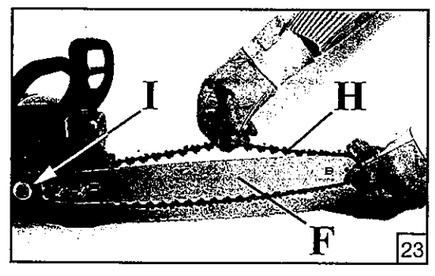

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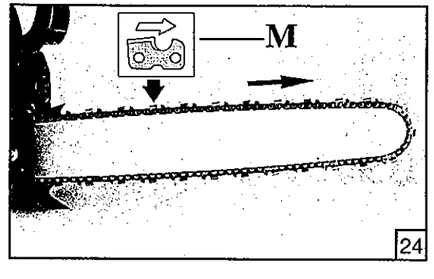
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## Montaje de la barra y la cadena

**ADVERTENCIA: Compruebe la tensión de la cadena con frecuencia cuando utilice la motosierra. No toque nunca ni ajuste la cadena con el motor en marcha. Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.**

1. Compruebe que el freno de la cadena no está puesto tirando de la palanca del freno de la cadena/protector de manos hacia la empuñadura delantera como se muestra en la Fig. 20. Para obtener más información, consulte las secciones de seguridad y funcionamiento del freno de la cadena.
2. Extraiga las dos (2) tuercas de la barra **(A, Fig. 21)** y la cubierta del embrague **(B)**.
3. **Quite y deseche el separador de embalaje de plástico (C, Fig. 22) instalado en los espárragos en el lugar de la barra con fines de envío.**
4. Ajuste el pasador de tensión de la cadena **(D)** por completo hacia la banda del freno girando el tornillo de tensión de la cadena **(E)** en el sentido contrario a las agujas del reloj, como se muestra en el recuadro Fig. 22.
5. La barra guía **(F)** contiene una ranura que se encaja sobre los espárragos de la barra **(G)**. La barra guía contiene también dos orificios para pasador de tensión de la cadena **(H)** y dos orificios de lubricación, uno en cada lado. La barra es reversible y cualquiera de los orificios para pasador de tensión se puede utilizar con el pasador de tensión de la cadena.
6. Coloque la barra guía **(F)** en los espárragos **(G)** como se muestra en la Fig. 22.
7. Introduzca la punta de la barra guía **(F)** por el bucle de la cadena **(H)** como se muestra en la Fig. 23. Los cortadores de la parte superior de la barra guía deben quedar orientados hacia la parte delantera de la barra, en el sentido de giro de la cadena. Consulte el recuadro (M) de la Fig. 24.
8. Encaje la cadena **(H)** sobre la rueda dentada **(I)** y dentro de la ranura de la barra.

**PRECAUCIÓN: Se pueden producir daños importantes en la rueda dentada, tambor del embrague, barra guía y cadena si la cadena no se asienta correctamente en la rueda dentada.**

9. Vuelva a poner la cubierta del embrague **(B)**. Gire el tornillo de tensión de la cadena **(E)** en el sentido de las agujas del reloj (como se muestra en la Fig. 25, página 86) hasta que el pasador de tensión de la cadena **(D)** encaje en su orificio **(H)**. Instale las dos tuercas de la barra **(A)**. Apriete las tuercas de forma manual únicamente. La barra se debe mover libremente para ajustar la tensión.

**PRECAUCIÓN: Si no se asegura de que el pasador de tensión de la cadena está en su orificio, se producirán daños importantes en la motosierra al volver a montar la cubierta del embrague.**

**NOTA: Si la cubierta del embrague no se desliza libremente, compruebe que el freno de la cadena no está accionado. Para desacoplar el freno de la cadena con la cubierta del embrague extraída, agarre la cubierta del embrague como se muestra en la Fig. 20 y tire hacia atrás de la palanca del freno de la cadena/protector de manos.**

**ADVERTENCIA: Los ángulos derivados del cálculo de la parte 5.11 de ANSI B 175.1 – 2000 pueden no tener ninguna relación con el ángulo de giro de la barra de rebote real que se puede producir en situaciones de corte reales.**
**Además, las características diseñadas para reducir lesiones por rebote pueden perder algo de su efectividad si pierden su estado original, especialmente si no se han mantenido correctamente.**
**La conformidad con la parte 5.11 de ANSI B 175.1 – 2000 no significa automáticamente que en un rebote real la barra y la cadena vayan a girar un máximo de 45°.**

## Precauciones para reducir el riesgo de vibraciones

- La motosierra dispone de un sistema antivibración (AV); no lo modifique nunca.
- Utilice guantes y mantenga las manos calientes.
- Mantenga la cadena afilada y la sierra, incluido el sistema AV, bien mantenida. Si la cadena ha perdido brillo, el tiempo de corte aumentará, y las vibraciones que reciben las manos aumentarán al ejercer presión en ella para que entre en la madera.
- Agarre firmemente la unidad en todo momento, pero no apriete las empuñaduras con una presión constante y excesiva. Haga pausas con frecuencia. Todas las precauciones indicadas anteriormente no garantizan que no vaya a sufrir alguna dolencia por vibraciones en las manos o el síndrome de canal carpiano. Por tanto, los usuarios que utilicen la unidad de forma continua y regular deberán supervisar atentamente el estado de sus manos y dedos. Si aparece alguno de los síntomas indicados anteriormente, acuda inmediatamente a un médico.

## Precauciones de mantenimiento

**ADVERTENCIA: No utilice nunca una motosierra que esté dañada, ajustada incorrectamente o que no esté montada por completo y de forma segura.**

- Asegúrese de que la cadena deja de moverse al soltar el activador de control de la aceleración. Si la cadena se mueve a velocidad de ralentí, es posible que sea necesario ajustar el carburador; consulte la sección de funcionamiento y ajuste del carburador. Si la cadena sigue moviéndose a velocidad de ralentí tras realizar el ajuste, póngase en contacto con un concesionario de servicio para que efectúe el ajuste y deje de utilizar la unidad hasta que se haya realizado la reparación correspondiente.

**ADVERTENCIA: Todos los trabajos de revisión de la motosierra, que no sean los elementos especificados en las instrucciones de mantenimiento del manual del operador, los deberá realizar personal de servicio competente. (Si se utilizan herramientas inadecuadas para extraer el volante o el embrague, o si se utiliza una herramienta incorrecta para sostener el volante a fin de extraer el embrague, se podrían producir daños estructurales en el volante, lo cual podría provocar posteriormente que dicho volante reviente, dando como resultado lesiones graves.)**

- No modifique nunca la motosierra de ninguna manera.
- Mantenga las empuñaduras secas, limpias y sin mezclas de combustible o aceite.

**ADVERTENCIA: Utilice solamente los accesorios y las piezas de repuesto recomendadas.**

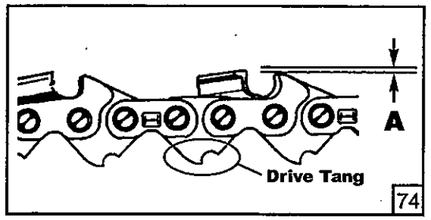
- No toque nunca la cadena ni intente revisar la motosierra con el motor en marcha.
- No utilice nunca combustible para operaciones de limpieza.
- Guarde la motosierra en un lugar seco, sin tocar el suelo con la protección de la cadena puesta y los depósitos vacíos.
- Cuando finalice la vida útil de la motosierra, deséchela adecuadamente sin dañar el medioambiente; con esta finalidad, llévela al concesionario de su localidad para que la desechen de forma correcta.
- Sustituya inmediatamente los dispositivos de seguridad que estén rotos o dañados.

**ADVERTENCIA: El amortiguador y otras piezas del motor (por ejemplo, las aletas del cilindro y la bujía) se calientan durante el funcionamiento y permanecen calientes algún tiempo después de parar el motor. Para reducir el riesgo de quemaduras, no toque el amortiguador ni otras piezas mientras estén calientes.**

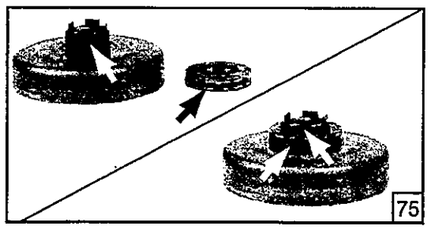


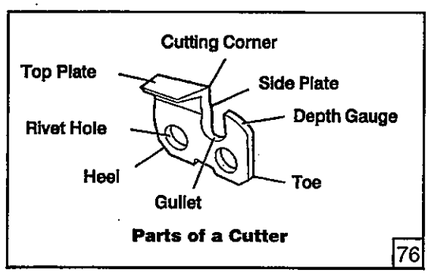
# Maintenance Chart

| Please note that the following maintanance intervals apply for normal operating conditions only. If your daily work requires longer than normal or harsh cutting conditions are present the suggested intervals should be shortened accordingly. | | Before Each Use | After Each Refueling Stop | After Finishing Daily Work | Weehly | Monthly | If Damaged or Faulty | As Required |
|---|---|---|---|---|---|---|---|---|
| Complete Machine | Inspect (Leaks, Cracks, and Wear) | X | X | | | | | |
| | Clean | | | X | | | | |
| Controls (Ignition Switch, Choke Lever, Throttle Trigger, Trigger Interlock) | Check Operation | X | X | | | | | |
| Chain Brake | Check Operation | X | X | | | | | |
| | Clean and Oil | | | | X | | | |
| | Check by Dealer | | | | | | X | X |
| Fuel Tank | Inspect (Leaks, Cracks, and Wear) | X | X | | | | | |
| | Clean | | | | | X | | |
| Oil Tank | Inspect (Leaks, Cracks, and Wear) | X | X | | | | | |
| | Clean | | | | | X | | |
| Fuel Filter | Inspect | | | | X | | | |
| | Clean, Replace Filter Element | | | | | | X | Every 6 Months |
| Chain Lubrication | Check Output | X | X | | | | | |
| Saw Chain | Inspect (Damage, Sharpness, and Wear) | X | X | | | | | |
| | Check Tension | X | X | | | | | |
| | Sharpen (Check Gauge Depth) | | | | | | X | X |
| Guide Bar | Inspect (Damage, and Wear) | X | X | | | | | |
| | Clean Bar groove and Oil Passages | X | | | | | | |
| | Rotate | | | | X | | | |
| | Lubricate Sprocket Nose | | | | X | | | |
| | Deburr | | | | X | | | |
| | Replace | | | | | | X | X |
| Rim Sprocket | Inspect (Damage, and Wear) | | | | X | | | Replace with every new chain |
| Clutch Drum | Inspect (Damage, and Wear) | | | | X | | | |
| | Replace | | | | | | X | |
| Chain Catcher | Inspect (Damage, and Wear) | X | X | | | | | |
| | Replace | | | | | | X | X |
| Spark Arrestor Screen (In Muffer) | Inspect (Damage, and Wear) | | | | X | | | |
| | Clean or Replace | | | | | | X | X |
| All Accessible Screws and Nuts (not Adjusting Screws) | Inspect | X | | | | | | |
| | Retighten | | | | X | | | |
| Air Filter | Clean | X | | | | | | X |
| | Replace | | | | | | X | Every 6 Months |
| Cylinder Fins | Clean | | | | | X | | |
| Starter System Vents | Clean | | | X | | | | |
| Starter Rope | Inspect (Damage, and Wear) | | | | X | | | |
| | Replace | | | | | | X | |
| Carburetor | Check Idle (Chain must not rotate at Idle) | X | X | | | | | |
| Spark Plug | Check Electrode Gap | | | | | X | | |
| | Replace | | | | | | X | Every 6 Months |
| Vibration Mounts | Inspect (Damage and Wear) | | | | X | | | |
| | Replace by Dealer | | | | | | X | X |

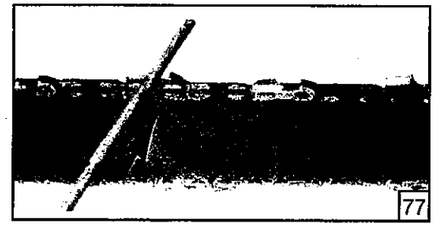


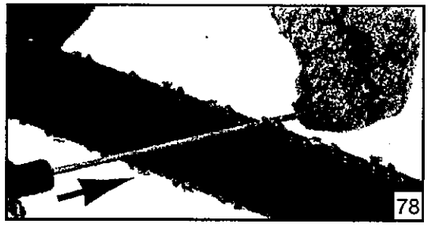
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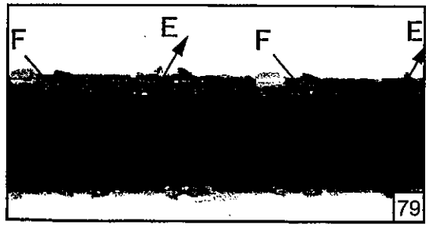

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Parts of a Cutter
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78



79

## Chain Maintenance

Use only Dual Raker low-kickback chain on this saw. This fast-cutting chain will provide kickback reduction when properly maintained.

For smooth and fast cutting, raker chain needs to be maintained properly. The chain requires sharpening when the wood chips are small and powdery, the chain must be forced through the wood during cutting, or the chain cuts to one side. During maintenance of your chain, consider the following:

1. Improper filing angle of the side plate can increase the risk of a severe kickback.
2. Raker (depth gauge) clearance **(A, Fig. 74)**: Too much increases the potential for kickback; not enough decreases cutting ability.
3. If cutter teeth have hit hard objects such as nails and stones, or have been abraded by mud or sand on the wood, have Servicing Dealer sharpen chain.
4. In rare instances drive tangs could flare resulting in chain not rotating freely. Replace chain if necessary.

**NOTE:** Inspect the rim sprocket for wear or damage when replacing the chain. If signs of wear or damage are present in the areas indicated in Fig. 75, have the rim sprocket replaced by a Servicing Dealer.

**How to Sharpen the Cutters (Fig. 76)**

Be careful to file all cutters to the specified angles and to the same length, as fast cutting can be obtained only when all cutters are uniform.

1. Wear gloves for protection. Tighten the chain tension enough that the chain does not wobble. Do all of your filing at the mid-point of the bar. See Operation-Chain Tension.
2. Use a 3/16" diameter round file and holder.
3. Keep the file level with the top plate of the tooth as shown in Fig. 77. Do not let the file dip or rock.
4. Using light but firm pressure, stroke towards the front corner of the tooth as shown in Fig. 78. Lift file away from the steel on each return stroke.
5 Put a few firm strokes on every tooth. File all left hand cutters **(E, Fig. 79)** in one direction. Then move to the other side and file the right hand cutters **(F)** in the opposite direction. Occasionally remove filings from the file with a wire brush.

**CAUTION: Dull or improperly sharpened chain can cause excessive engine speed during cutting which may result in severe engine damage.**

**WARNING: It is absolutely essential to comply with the angles and dimensions specified below. If the saw chain is incorrectly sharpened – and in particular if the depth gauge is set too low – there is a risk of increased kickback of the chainsaw, with resulting risk of injury.**
**Failure to replace or repair damaged chain can cause serious injury.**
**The saw chain is very sharp, always wear protective gloves when performing maintenance to the chain.**





**ADVERTENCIA: NO GARANTIZAMOS QUE EL FRENO DE LA CADENA LE VAYA A PROTEGER EN EL CASO DE PRODUCIRSE UN REBOTE. TAMPOCO USTED DEBE ASUMIR QUE LE VAYA A PROTEGER. NO SE CONFÍE EN NINGUNO DE LOS DISPOSITIVOS INCORPORADOS EN LA MOTOSIERRA. DEBE UTILIZARLA CORRECTAMENTE Y CON CUIDADO PARA EVITAR REBOTES.**

**Barra guía de reducción de rebotes y cadena de bajo rebote**

Las barras guía de reducción de rebotes y las cadenas de bajo rebote reducen la posibilidad de que se produzcan rebotes y su magnitud, y se recomienda utilizarlas. La motosierra dispone de una barra y cadena de bajo rebote de serie. Las reparaciones del freno de la cadena se deben realizar en un concesionario de servicio autorizado. Lleve la unidad al establecimiento de compra si la adquirió mediante un concesionario de servicio, o al concesionario de servicio autorizado más próximo.

**ADVERTENCIA: El ángulo de rebote calculado (CKA) que se indica en la motosierra y en la siguiente tabla de CKA representa el ángulo de rebote que tendrán las combinaciones de barra y cadena según las pruebas realizadas de acuerdo con las normas CSA (Canadian Standards Association) y ANSI. Al adquirir una barra y cadena de repuesto, se deberán tener en cuenta los valores CKA más bajos. Los valores CKA más bajos representan ángulos más seguros para el usuario, mientras que los valores más altos indican un ángulo mayor y energías de rebote más altas. Los ángulos calculados que se representan indican el ángulo y la energía totales asociados sin activarse el freno de la cadena durante el rebote. El ángulo activado representa el momento de parada de la cadena en relación con el ángulo de activación del freno de la cadena y el ángulo de rebote resultante de la motosierra. En todos los casos, los valores CKA más bajos representan un entorno de funcionamiento más seguro para el usuario. Las siguientes combinaciones de cadena y barra guía cumplen los requisitos de rebote de las normas ANSI B175.1 al utilizarse en las motosierras indicadas en este manual. No se recomienda utilizar combinaciones de cadena y barra distintas de las indicadas y pueden no cumplir los requisitos de CKA según la norma.**

**ADVERTENCIA: No monte una guía curvada en ninguna motosierra Efco. El riesgo de rebote aumenta con una guía curvada al incrementarse el área de contacto de rebote.**

**Combinación recomendada de cadena y barra**

| Modelo | Longitud Barra | Oregon N° de pieza barra | Paso Cadena | Candidad Eslabón Unión | Oregon N° de pieza Cadena | CKA sin Freno de Cadena |
|---|---|---|---|---|---|---|
| MT 3500 | 14" | 140RCEA041 | 3/8" x .050" | 52 | 91 P - 52 E | MAX 45° |
| MT 3500 | 16" | 160RCEA041 | 3/8" x .050" | 57 | 91 P - 57 E | MAX 45° |

- Sitúese ligeramente hacia el lado izquierdo de la motosierra para que su cuerpo no esté en línea directa con la cadena de corte.
- No eleve la motosierra. Podría perder el equilibrio y el control de la motosierra.
- No corte por encima de la altura de los hombros. Es difícil mantener el control de la motosierra por encima de la altura de los hombros.

**Características de seguridad ante rebotes**

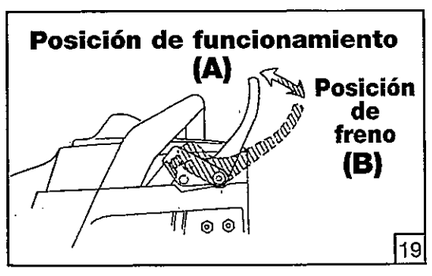
**ADVERTENCIA: Las siguientes características están incluidas en la motosierra para contribuir a reducir el peligro de rebote; no obstante, dichas características no eliminarán por completo esta peligrosa reacción. Como usuario de la motosierra, no confíe únicamente en los dispositivos de seguridad. Debe seguir todas las precauciones, instrucciones y mantenimiento de seguridad indicados en este manual para evitar los rebotes y otras fuerzas que pueden producir lesiones graves.**

- La barra guía de reducción de rebotes se ha diseñado con una punta de radio pequeño que reduce la dimensión de la zona de peligro de rebote en la punta de la barra. Se ha demostrado que la barra guía de reducción de rebotes reduce significativamente el número y gravedad de los rebotes al someterla a pruebas de acuerdo con los requisitos de seguridad para motosierras de gasolina según lo establece la norma ANSI B175.1-2000.
- La cadena de bajo rebote se ha diseñado con un calibre de profundidades con contorno y un eslabón de protección que desvían la fuerza de rebote y permiten que la madera entre gradualmente en el cortador. La cadena de bajo rebote ha cumplido los requisitos de rendimiento ante rebotes al someterla a pruebas en una muestra representativa de motosierras con una cilindrada inferior a 3,8 pulgadas cúbicas según se especifica en la norma ANSI B175.1 - 2000.
- El protector delantero de manos se ha diseñado para reducir la posibilidad de que la mano entre en contacto con la cadena al deslizarse la mano por la empuñadura delantera.
- La posición de las empuñaduras delantera y trasera se ha diseñado con una distancia entre ellas y "en línea" la una con la otra. La posición desplegada y "en línea" de las manos que proporciona este diseño ofrece equilibrio y resistencia para controlar el giro de la motosierra hacia el operador en el caso de producirse rebote.

**Freno de la cadena**

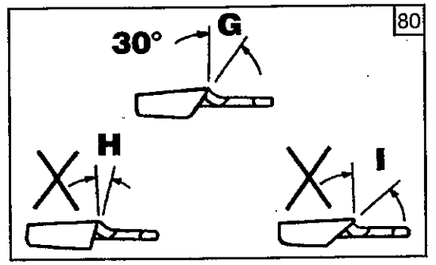
Los frenos de la cadena están diseñados para detener rápidamente el giro de la cadena. Cuando la palanca del freno de la cadena/protector de manos se empuja hacia la barra, la cadena debe detenerse inmediatamente. **El freno de la cadena no evita que se produzcan rebotes.**
La **posición de funcionamiento (A)** y la **posición de freno (B)** del freno de la cadena se ilustran en la Fig. 19.
El freno de la cadena se debe limpiar y comprobar diariamente. Limpie el freno de la cadena según se indica en la sección de mantenimiento del freno de la cadena y compruébela como se especifica en la sección de funcionamiento de dicho freno.

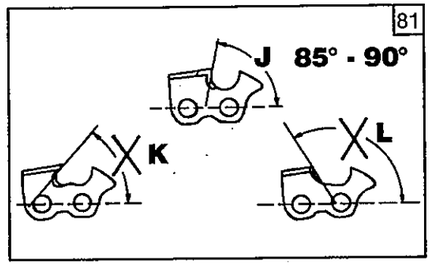
**ADVERTENCIA: Incluso con un mantenimiento adecuado, el funcionamiento correcto del freno de la cadena en el campo no se puede certificar.**

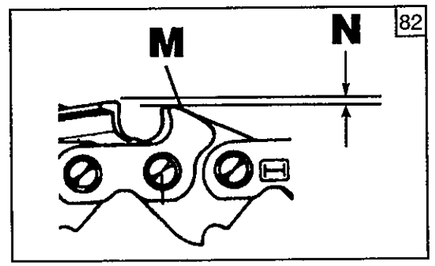


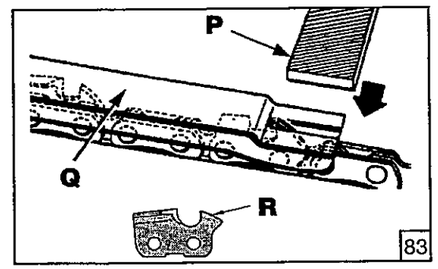


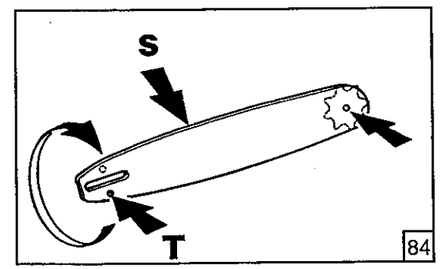



**Top Plate Angle**
File holders are marked with guide marks to align file properly to produce correct TOP PLATE ANGLE (Fig. 80).
**G)** CORRECT- 30°
**H)** LESS THAN 30° - For Cross Cutting.
**I)** MORE THAN 30°- Feathered Edge Dulls Quickly.

**Side Plate Angle (Fig. 81)**
**J)** CORRECT- 85° - 90°
Produced automatically if correct diameter file is used in file holder.
**K)** "HOOK"- "Grabs" and dulls quickly. Increases potential of **KICKBACK.**
Results from using a file with diameter too small, or file held too low.
**L)** BACKWARD SLOPE- Needs too much feed pressure, causes excessive wear to bar and chain. .
Results from using a file with diameter too large, or file held too high.

**Depth Gauge Clearance**
1. The depth gauge **(M, Fig. 82)** should be maintained at a clearance **(N)** between .020 (0.5 mm) and .024" (0.6 mm). Use a depth gauge tool for checking the depth gauge clearances.
2. Every time the chain is filed, check the depth gauge clearance.

**Use a Flat File and a Depth Gauge Jointer to lower all gauges uniformly (Fig. 83).**
**P)** FLAT FILE
**Q)** DEPTH GAUGE JOINTER
Depth gauge jointers available in .020" to .035" (0.5 mm to 0.9mm). After lowering each depth gauge, restore original shape by rounding the front **(R)**. Be careful not to damage adjoining drive links with the edge of the file.

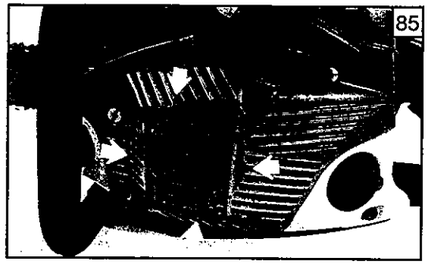
**CAUTION: After sharpening, clean the chain thoroughly, remove filings or grinding dust – lubricate the chain thoroughly.**

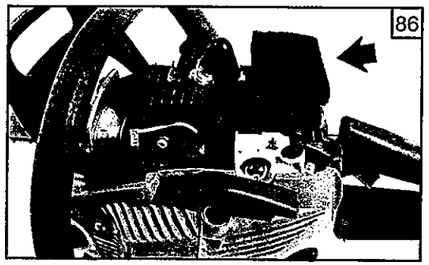
## Guide Bar Maintenance

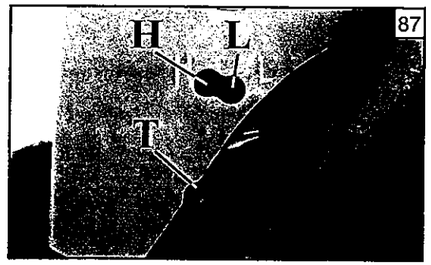
Every day of use, reverse the guide bar on the saw to distribute the wear for maximum bar life (see Fig. 84). The bar should be cleaned every day of use and checked for wear and damage. Feathering or burring of the bar rails is a normal process of bar wear. Such faults should be smoothed with a file or stone as soon as they occur.
**A bar with any of the following faults should be replaced:**
- Wear inside the bar rails which permits the chain to lay over sideways.
- Bent guide bar.
- Cracked or broken rails.
- Spread rails.

In addition, guide bars with a sprocket at their tip must be lubricated periodically with a grease syringe to extend the guide bar life.
Turn the guide bar and check that the lubrication holes **(T)** and chain groove **(S)** are free from impurities.

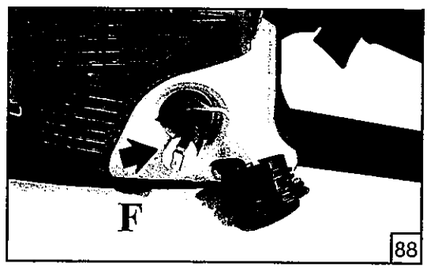
P. 35 Trouble Shooting


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## Carburetor Adjustment

Before adjusting the carburetor, clean the starter cover vents as shown in Illustration Fig. 85, and air filter as shown in Illustration Fig. 86, refer to Operation-Starting Unit and Maintenance-Air Filter Sections for details. Allow the engine to warm up prior to carburetor adjustment.

This engine is designed and manufactured in order to comply with EPA (Environmental Protection Agency) Phase 2 regulations. The carburetor is factory set and should not require adjusting.

The carburetor will permit only limited adjustment of the **"L"** (Low Jet) and **"H"** (High Jet) needles (Fig. 87). Any adjustment should be done by a Servicing Dealer.

Under no circumstances should the **"L"** (Low Jet) and **"H"** (High Jet) needles be forced outside the range of adjustment.

**WARNING: Serious damage can occur to the engine if improper adjustments are made to the "L" and "H" needles. Do not force the "L" and "H" needles outside the adjustment range in such case the engine will not run in compliance with emissions regulations.**

### Idle Speed Adjustment

- If the engine starts, runs, and accelerates but will not idle; turn the idle speed screw **"T"** clockwise to increase idle speed (Fig. 87).
- If the chain turns at idle, turn the idle speed screw **"T"** counterclockwise to reduce the idle RPM and stop the chain movement. If the saw chain still moves at idle speed, contact a Servicing Dealer for adjustment and discontinue use until the repair is made.

## Fuel Filter

Check the fuel filter **(F, Fig. 88)** periodically. Replace it if contaminated or damaged.

## Air Filter

**WARNING: Do not clean filter in gasoline or other flammable solvent to avoid creating a fire hazard or producing harmful evaporative emissions.**

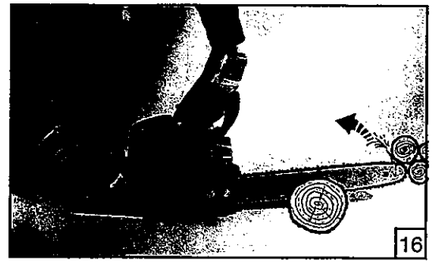
Unscrew the screws on the cover **(G, Fig. 89)**, remove air filter cover **(H)** and check the air filter **(I)** each day. Clean with degreaser, wash with water and blow from a distance with compressed air. Reinstall the air filter. Place the air filter cover onto the chain saw. Tighten the air filter cover screws securely.

A used air filter can never be completely cleaned. It is advisable to replace your air filter with a new one after six month of operation.

**CAUTION: Never run the engine without the air filter, serious damage could result.**
**Make sure the air filter is correctly placed in the air filter cover before reassembly.**
**Always replace damaged filters.**
**Do not clean a filter with a brush.**






16

**Evite el rebote por aprisionamiento:**

- Esté muy alerta ante situaciones u obstrucciones que puedan provocar que el material aprisione la parte superior de la cadena o que la pare.
- No corte más de un tronco cada vez.
- No tuerza la motosierra mientras retira la barra de un corte sesgado al tronzar.

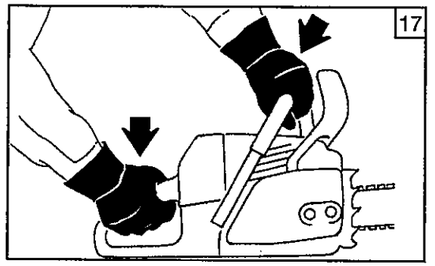
**Evite los tirones:**

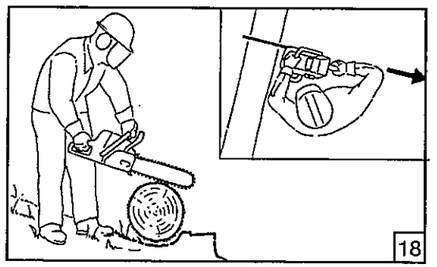
- Comience siempre a cortar con el motor a velocidad máxima y el alojamiento de la sierra contra la madera.
- Utilice cuñas de plástico o de madera. No utilice nunca metal para mantener el corte abierto.

**Reduzca el riesgo de rebotes**

**Reconozca que se pueden producir rebotes. Entendiendo básicamente el concepto de rebote, puede reducir el elemento sorpresa que contribuye a que se produzcan accidentes.**

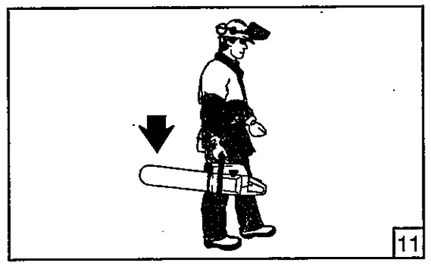
- No permita nunca que la cadena en movimiento entre en contacto con algún objeto en el extremo de la barra guía.
- Mantenga el lugar de trabajo libre de obstrucciones tales como otros árboles, ramas, rocas, vallas, tocones, etc. Elimine o evite las obstrucciones que la cadena pueda golpear mientras corta un determinado tronco o rama.
- Mantenga la cadena afilada y con la tensión adecuada. Si la cadena está floja o ha perdido brillo, la probabilidad de que se produzcan rebotes puede aumentar. Siga las instrucciones del fabricante relativas al mantenimiento y afilado de la cadena. Compruebe la tensión a intervalos regulares con el motor parado, nunca con el motor en marcha. Compruebe que las tuercas del freno de la cadena están firmemente apretadas tras tensar la cadena.
- Continúe con el proceso de corte a velocidad máxima. Si la cadena se mueve a una velocidad menor, existe un mayor riesgo de que se produzcan rebotes.
- Corte un tronco cada vez.
- Extreme la precaución cuando entre de nuevo en un corte anterior.
- No intente cortar comenzando con la punta de la barra (cortes por la punta).
- Tenga cuidado con los troncos que se mueven u otras fuerzas que puedan cerrar el corte y aprisionar la cadena o caer en ella.
- Utilice la barra guía de reducción de rebotes y la cadena de bajo rebote que se especifican para la motosierra.

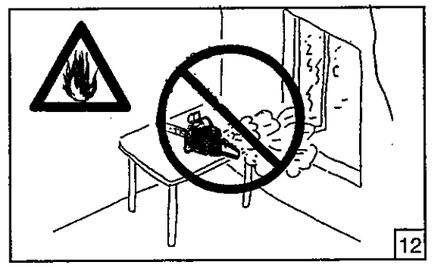

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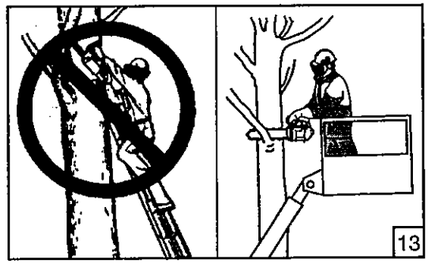

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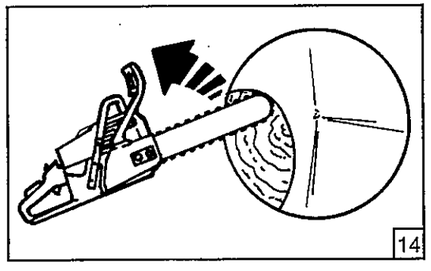
**Mantenga el control (Fig.17-18)**

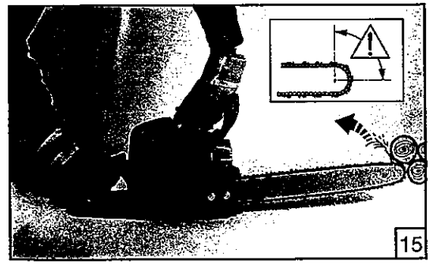
- Mantenga la motosierra firmemente agarrada con ambas manos cuando el motor esté en marcha y no la suelte. Al agarrar la unidad firmemente, se reduce la posibilidad de que se produzcan rebotes y se mantiene el control de la motosierra. Mantenga los dedos de la mano izquierda alrededor de la empuñadura y el pulgar izquierdo debajo de la empuñadura delantera. Mantenga la mano derecha por completo alrededor de la empuñadura trasera ya sea diestro o zurdo. Mantenga el brazo izquierdo recto con el codo fijo.
- Ponga la mano izquierda en la empuñadura delantera de forma que quede en línea recta con la mano derecha en la empuñadura trasera cuando haga cortes de tronzado. No invierta nunca las posiciones de la mano derecha e izquierda para ningún tipo de corte.
- Mantenga su peso equitativamente equilibrado sobre ambos pies.


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- Antes de arrancar el motor, compruebe que la cadena no toca ningún objeto. No arranque nunca la motosierra cuando la barra guía se encuentre en un corte.
- Apague el motor antes de dejar la motosierra en el suelo. No deje el motor en marcha desatendido.
- Como precaución de seguridad adicional, accione el freno de la cadena antes de dejar la motosierra en el suelo.
- Utilice la motosierra únicamente en lugares bien ventilados, y no la emplee en atmósferas explosivas o inflamables ni en entornos cerrados (Fig.12). Prestar atencion a la posbilidad de envelenamento de monoxido de carbono.
- No utilice la motosierra subido a una escalera o a un árbol. Corte siempre desde una posición segura y firme sobre el suelo.
- No ejerza presión sobre la motosierra al final del corte. Si ejerce presión, puede perder el control al finalizar el corte.
- No corte cerca de cables eléctricos.
- Mantenga las empuñaduras secas, limpias y sin mezclas de combustible o aceite.
- Cuando la motosierra esté en funcionamiento, agarre firmemente la empuñadura delantera con la mano izquierda y la empuñadura trasera con la mano derecha (Fig.10, página 79).
- Cuando corte una rama que esté bajo tensión, tenga cuidado con la recuperación elástica para no resultar golpeado cuando se libere la tensión existente en la fibra de madera.
- Tenga mucho cuidado cuando corte ramas pequeñas o arbustos que puedan bloquear la cadena, salir despedidos hacia usted o hacer que pierda el equilibrio.
- No corte nunca con la motosierra situada por encima de los hombros (Fig.13).
- No arranque nunca la motosierra sin estar puesta la funda de la cadena.

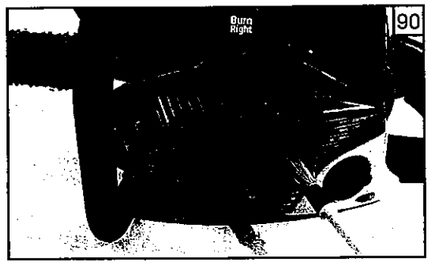
## Precauciones contra el rebote

**ADVERTENCIA: Evite los rebotes, que pueden producir lesiones graves. El rebote es el movimiento repentino hacia atrás, hacia arriba o hacia adelante de la barra guía que se produce cuando la cadena próxima al extremo superior de la barra guía entra en contacto con algún objeto, tal como una rama o un tronco, o cuando la madera se cierra y aprisiona la cadena en el corte. Si entra en contacto con un objeto extraño existente en la madera, es posible también que pierda el control de la motosierra.**

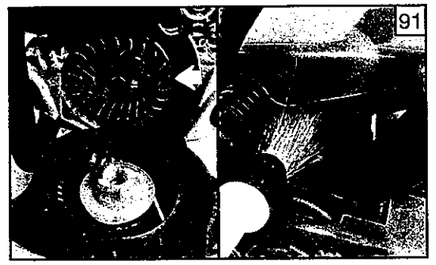
- **Se puede producir rebote giratorio** cuando la cadena en movimiento entra en contacto con un objeto en el extremo superior de la barra guía. Este contacto puede provocar que la cadena se clave en el objeto, lo cual hace que la cadena se pare durante un instante. El resultado es una reacción de inversión muy rápida que hace que la barra guía se desplace bruscamente hacia arriba y atrás hacia el operador (Fig.14–15 y Fig. 16, página 81).
- **Se puede producir rebote por aprisionamiento** cuando la madera se cierra y aprisiona la cadena en movimiento en el corte a lo largo de la parte superior de la barra guía, y la cadena se para repentinamente. Esta parada repentina de la cadena hace que se invierta la fuerza utilizada para cortar madera y provoca que la motosierra se mueva en el sentido contrario al giro de la cadena. La motosierra se mueve directamente hacia atrás hacia el operador.
- **Se pueden producir tirones** si la cadena en movimiento entra en contacto con un objeto extraño de la madera en el corte a lo largo de la parte inferior de la barra guía, y la cadena se para repentinamente. Esta parada repentina tira de la motosierra hacia adelante, por lo que ésta se aleja del operador y éste puede perder fácilmente el control de la motosierra.

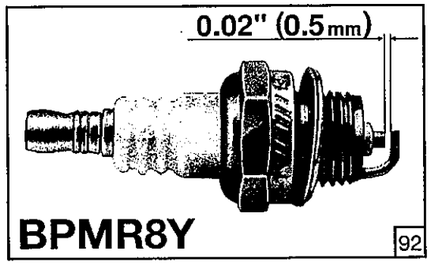




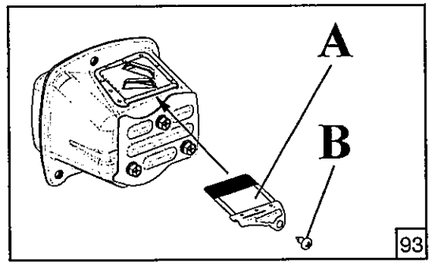


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## Starter Unit

Use a brush to keep the cooling vents of the starter assembly free and clean of debris (Fig. 90).

**WARNING: The coil spring is under tension and could fly apart causing serious injuries. Never try to disassembly or modify it.**

## Engine

Clean the cylinder & flywheel fins with compressed air or a brush periodically (Fig. 91). Dangerous overheating of engine may occur due to impurities on the cylinder.

**WARNING: Never run the saw without all the parts, including the drivecase cover and starting housing, securely in place. Because parts can fracture and pose a danger of thrown objects, leave repairs to the flywheel and clutch to trained Servicing Dealers.**

## Spark Plug

This engine uses a NGK BPMR8Y with .02" (0.5 mm) electrode gap (Fig. 92). Use an exact replacement and replace every six months or more frequently, if necessary.

**WARNING: Never test the ignition system with ignition wire connector removed from spark plug or with unseated spark plug, since uncontained sparking may cause a fire. A loose connection between spark plug terminal and ignition wire connector in the boot may create arcing that could ignite combustible fumes and cause a fire.**

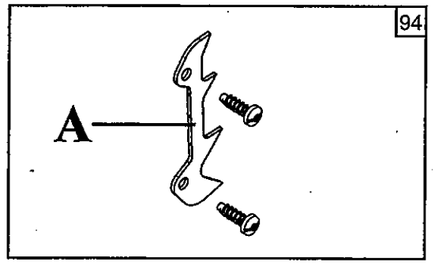
Use only resistor type spark plugs of the approved range.
Factors such as:
- too much oil in fuel mix;
- dirty air filter;
- unfavourable running conditions, e.g. operating at part load; may result in rapid deterioration of the spark plug.

## Spark Arresting Muffler

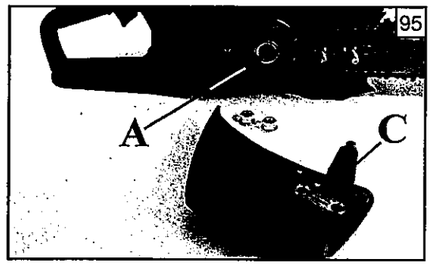
The chainsaw is provided with a Spark Arrester System p.n. 50240109 (Fig. 93) complying with the requirements of SAE J335 standard; you can check the p.n. of the Spark Arrester System on the muffler itself.

**WARNING: A faulty or altered spark arrester system screen can create a fire hazard.**

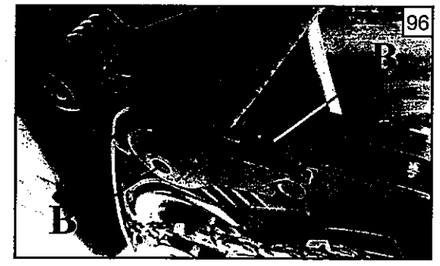
Through normal use the screen can become dirty and should be inspected weekly and cleaned as required.
**To clean:**
- Allow the muffler to cool.
- Remove the spark arrester screen screw **(B)**.
- Remove the spark arrester screen **(A)** p.n. 50240155.
- Clean and inspect the spark arrester screen. If the spark arrester screen is damaged, faulty or deteriorated, replace the screen.



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- Reassemble components in reversed order of removal.

The Spark Arrester System needs a periodic and accurate maintenance and cleaning, in particular:
- check periodically the spark arrester screen and substitute it when holes, bends or deformations appear;
- check carefully if dust, debris or organic material is in contact with parts of the Spark Arrester System; check especially the gap between the muffler and the shield; clean it often with tools or shop air.

For compliance with the standard, one spiked bumper p.n. 50240110 (A, Fig. 94) have to be mounted, as provided on the chainsaw.

## Muffler

**WARNING – This muffler incorporates a catalytic converter, needed in order to ensure the engine complies with current emissions standards. Never attempt to modify or remove the catalytic converter: in doing so, you will be breaking the law.**

**WARNING – Mufflers with catalytic converters become very hot during operation, and retain heat for a long time after the engine has been stopped. This is the case even with the engine idling. Contact can burn the skin. Always remember the potential fire risk!**

**CAUTION – If the catalytic converter is damaged, it must be replaced. If the catalytic converter frequently becomes blocked, this could be an indication that the efficiency of the muffler is limited.**

**WARNING: Do not operate your chainsaw if the muffler is damaged, missing or modified. An improperly maintained muffler will increase the risk of fire and hearing loss.**

## Chain Brake

If the chain brake does not work properly, remove the clutch cover and clean the chain brake components. Check for wear on the brake band **(A, Fig. 95)** and replace if worn or deformed.

**WARNING: If the brake band is worn too thin it may break when the chain brake is triggered. With a broken brake band, the chain brake will not stop the chain. The chain brake should be replaced by an authorized service dealer if any part is worn to less than 0.02" (0.6 mm) thick. Repairs on a chain brake should be made by an authorized service dealer. Take your unit to the place of purchase if purchased from a servicing dealer, or to the nearest authorized service dealer.**

Always keep the chain brake mechanism clean and lightly lubricate the linkage **(B, Fig. 96)**.

**Always test the chain brake performance after servicing or cleaning per the Operation - Chain Brake Section.**

**WARNING: Check and, if damaged, replace the chain catcher / safety stop (C, Fig. 95).**



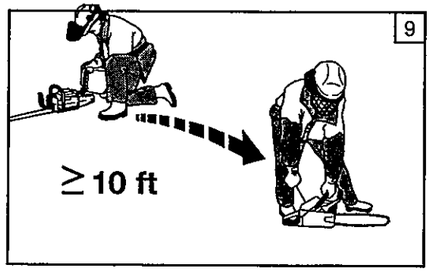



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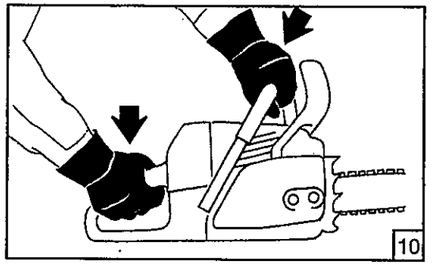


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## Manejo del combustible

**ADVERTENCIA: La gasolina es un combustible muy inflamable. Tenga mucho cuidado cuando maneje mezclas de gasolina o combustible. No fume ni acerque llamas o fuego al combustible ni a la motosierra (Fig.7).**

- **Para reducir el riesgo de incendios y quemaduras, maneje el combustible con cuidado. Es altamente inflamable.**
- Mezcle y guarde el combustible en un contenedor homologado para gasolina (Fig.8).
- Mezcle el combustible en el exterior donde no haya chispas ni llamas.
- Seleccione un terreno desnudo, pare el motor y deje que se enfríe antes de recargar combustible.
- Afloje lentamente el tapón del depósito de combustible para liberar la presión y para evitar que el combustible se escape alrededor del tapón.
- Apriete firmemente el tapón del depósito de combustible tras recargar combustible. Si el tapón del depósito no está correctamente apretado, las vibraciones de la unidad pueden provocar que el tapón se afloje o se salga y se derrame combustible.
- Elimine de la unidad el combustible que se haya derramado. Aléjese 10 pies (3 m) del lugar de recarga de combustible antes de arrancar el motor (Fig.9).
- No queme nunca el combustible que se haya derramado.
- No fume mientras maneje combustible ni mientras utilice la motosierra.
- Guarde el combustible en un lugar fresco, seco y bien ventilado.
- No sitúe nunca la motosierra en un lugar donde haya elementos combustibles, tales como hojas secas, paja, papel, etc.
- Guarde la unidad y el combustible en un lugar donde los vapores del combustible no puedan ponerse en contacto con chispas o llamas de calentadores de agua, motores o interruptores eléctricos, hornos, etc.
- No quite nunca el tapón del depósito con el motor en funcionamiento.
- No utilice nunca combustible para operaciones de limpieza.
- Tenga cuidado para que el combustible no entre en contacto con su ropa.

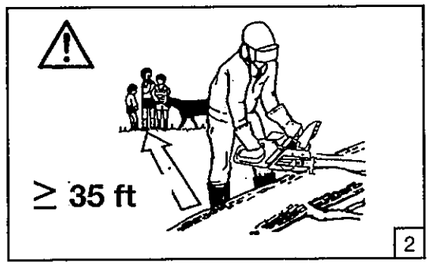
## Funcionamiento y seguridad

**ADVERTENCIA: Agarre siempre la motosierra con las dos manos cuando el motor esté en funcionamiento. Sujete firmemente la motosierra con los pulgares y los dedos alrededor de las empuñaduras (Fig.10).**

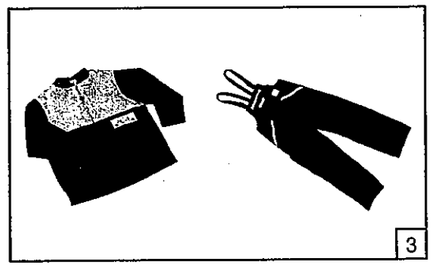
- Mantenga todas las partes del cuerpo alejadas de la cadena cuando el motor esté en marcha.
- Transporte siempre la motosierra con el motor parado y el freno de la cadena accionado, la barra guía y la cadena hacia la parte trasera y el amortiguador alejado del cuerpo. Cuando transporte la motosierra, ponga la funda adecuada en la barra guía (Fig.11, página 80). Cuando la transporte en un vehículo, mantenga la cadena y la barra cubiertas con la protección para la cadena. Asegure correctamente la motosierra para evitar vuelcos, derramamiento de combustible y daños en dicha motosierra.
- Accione el freno de la cadena antes de cambiar de ubicación en la zona de corte.
- **No utilice la motosierra con una mano.** Si lo hace, usted, los ayudantes y los transeúntes pueden sufrir lesiones graves. **La motosierra está diseñada para utilizarse con las dos manos.**

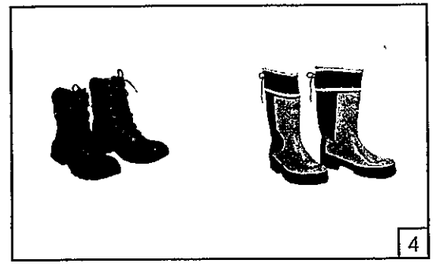
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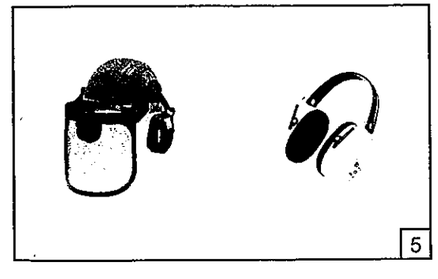

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## Precauciones básicas de seguridad

- Antes de utilizar la unidad, lea este manual atentamente hasta que comprenda por completo todas las reglas de seguridad, precauciones e instrucciones de manejo y sepa cómo seguirlas.
- La motosierra sólo la deben utilizar adultos que comprendan y puedan seguir las reglas de seguridad, precauciones e instrucciones de manejo indicadas en este manual. Los menores no deben utilizar nunca una motosierra.
- No maneje ni utilice una motosierra si está cansado, enfermo o indispuesto. Tampoco la utilice si ha tomado alcohol, drogas o medicamentos. Debe encontrarse en buen estado físico y con la mente despierta. Trabajar con una motosierra es agotador. Si se encuentra en algún estado que se pueda ver agravado por un trabajo agotador, consulte a su médico antes de utilizar una motosierra (Fig.1). Prestar atención antes de descansar y a la fin del vuestro turno de trabajo.
- Los niños, transeúntes y animales deben mantenerse a una distancia mínima de 35 pies (10 metros) del lugar de trabajo. No permita que personas o animales se acerquen a la motosierra cuando la arranque o la utilice (Fig.2).
- Los casos más importantes de accidentes con motosierras se producen cuando la cadena golpea al operador. Mientras trabaje con la motosierra, utilice siempre prendas protectoras de seguridad homologadas. El uso de prendas protectoras no elimina el riesgo de lesiones, pero reduce los efectos de las lesiones en caso de accidente. Consulte a su proveedor a la hora de elegir equipos conformes con la legislación. Las prendas deben ser las adecuadas y no ser un obstáculo. Utilice prendas adherentes a prueba de cortes. **Las chaquetas a prueba de cortes (Fig.3), los pantalones de peto (Fig.3) y los leggings son prendas ideales.** No lleve prendas, pañuelos, corbatas o pulseras que puedan quedar atrapados en la madera o en las ramas. Si tiene el pelo largo, recójaselo y protéjaselo (por ejemplo, con un pañuelo, gorra, casco, etc.). **Utilice zapatos o botas de seguridad con suelas antideslizantes y añadidos antiperforación (Fig.4). Utilice un casco protector(Fig.5) en lugares en los que puedan caer objetos . Utilice gafas protectoras o protectores faciales. Emplee protecciones contra el ruido: por ejemplo, protectores para los oídos que reduzcan el nivel de ruido (Fig.5) o tapones para los oídos.** Si se utilizan protecciones para los oídos, se deberá tener mucho más cuidado y prestar más atención, ya que la percepción de señales sonoras de peligro (gritos, alarmas, etc.) quedará limitada. **Utilice guantes a prueba de cortes (Fig. 6).**
- Preste la máquina únicamente a usuarios expertos que estén completamente familiarizados con su funcionamiento y uso correcto. Proporcione a los demás usuarios el manual con las instrucciones de uso, el cual deberán leer antes de utilizar la máquina.
- Compruebe la motosierra cada día para asegurarse de que todos sus dispositivos se encuentran en perfecto estado de funcionamiento.
- No utilice nunca la motosierra si está dañada, modificada o si se ha reparado o montado incorrectamente. No desmonte, dañe ni desactive ninguno de los dispositivos de seguridad. Utilice únicamente barras de la longitud indicada en la tabla (página 83). Sustituya siempre la barra, cadena, protector de manos o freno de la cadena inmediatamente si se dañan, se rompen o se extraen.
- Planifique previamente con cuidado la operación de corte. No se ponga a cortar hasta que el área de trabajo esté despejada y el suelo en el que vaya a trabajar sea seguro. Igualmente, si va a talar árboles, debe haber planificado un sendero de retirada.
- Todos los trabajos de mantenimiento de la motosierra, que no sean las operaciones mostradas en este manual, los deben realizar personal competente.
- La motosierra sólo se debe utilizar para cortar madera. No se aconseja cortar otros tipos de material.
- No se recomienda enganchar herramientas o aplicaciones a la toma de fuerza que no estén especificados por el fabricante.



en

## Using Trouble shooting Chart

**WARNING: Always stop unit and disconnect spark plug before performing all of the recommended remedies below except remedies that require operation of the unit.**

When you have checked all the possible causes listed and you are still experiencing the problem, see your Servicing Dealer. If you are experiencing a problem that is not listed in this chart, see your Servicing Dealer for service.

| PROBLEM | POSSIBLE CAUSE | SOLUTION |
|---|---|---|
| Engine will not start or will run only a few seconds after starting. **(Make sure Ignition switch is in start position "I")** | 1. No spark<br>2. Flooded engine. | 1. Check Spark. Remove air filter cover. Check Spark. Remove air filter cover. Remove spark plug from cylinder. Reattach the spark plug wire and lay spark plug on top of cylinder. Pull the starter rope and watch for spark at spark plug tip. If there is no spark, repeat test with a new spark plug (BPMR8Y).<br>2. With the ignition switch off, remove spark plug. Move choke lever to Run position (pushed in completely) and pull starter cord 15 to 20 times. This will clear excess fuel from engine. Clean and reinstall spark plug. Pull the choke lever all out and then insert it completely in order to activate the semi-acceleration device. Pull starter three times with choke lever at run. If engine does not start, move choke lever to choke and repeat normal starting procedure. If engine still fails to start, repeat procedure with a new spark plug. |
| Engine starts but will not accelerate properly: | Carburetor requires **"L"** (Low jet) adjustment. | * Contact a Servicing Dealer for carburetor adjustment. |
| Engine starts but will not run properly at high speed. | Carburetor requires **"H"** (High jet) adjustment. | * Contact a Servicing Dealer for carburetor adjustment. |
| Engine does not reach full speed and / or emits excessive smoke | 1. Check oil fuel mixture.<br>2. Air filter dirty.<br>3. Spark arrester screen dirty.<br>4. Carburetor requires **"H"** (High jet) adjustment. | 1. Use fresh fuel and the correct 2-cycle oil mix.<br>2. Clean per instruction in Maintenance-Air Filter Section.<br>3. Clean per instructions in Maintenance-Spark Arresting Muffler Section.<br>4. * Contact a Servicing Dealer for carburetor adjustment. |
| Engine starts, runs, and accelerates but will not idle. | Carburetor requires adjustment. | Turn idle speed screw **"T"** clockwise to increase idle speed. (If chain turns at idle, turn idle speed screw **"T"** counterclockwise to decrease speed); see Operation-Carburetor Adjustment. |
| Bar and Chain Running Hot and Smoking | 1. Chain oil tank empty.<br>2. Chain tension too tight.<br>3. Oiler function. | 1. Oil tank should be filled every time that fuel tank is filled.<br>2. Tension chain per instructions in Operation-Chain Tension section.<br>3. Run at full throttle 15 to 30 seconds. Stop saw and check for oil dripping from bar tip guard and guide bar. If oil is present the chain may be dull or bar may be damaged. If no oil contact a Servicing Dealer. |
| Engine starts and runs, but chain is not rotating<br>**WARNING: Never touch the chain while the engine is running.** | 1. Chain brake engaged.<br>2. Chain tension too tight.<br>3. Guide bar and chain assembly.<br>4. Chain and/or guide bar damaged.<br>5. Clutch drum and/or rim sprocket damaged. | 1. Release chain brake, see Operation-Chain Brake Section.<br>2. Tension chain per instructions in Operation-Chain Tension section.<br>3. Refer to Assembly-Assembling the Bar and Chain Section.<br>4. Refer to Maintenance-Chain and/or Maintenance-Guide Bar Section.<br>5. Replace if necessary - contact a Servicing Dealer. |

***Note:** This engine complies with EPA (Environmental Protection Agency) regulations which require exhaust emission control. As a result, the carburetor adjustment needles are equipped with plastic caps that limit the rotation from the original factory adjustment. If your unit exhibits specific performance problems that can not be corrected by the Trouble Shooting Section, the unit should be taken to a Servicing Dealer for repair.

## Storing Chain Saw

**WARNING: Stop engine and allow to cool, and secure the unit before storing or transporting in a vehicle. Store unit and fuel in an area where fuel vapors cannot reach sparks or open flames from water heaters, electric motors or switches, furnaces, etc. Store unit with all guards in place. Position so that any sharp object cannot accidentally cause injury to passersby. Store the unit out of reach of children and other unauthorized persons.**

1. Drain and clean the fuel tank in a well ventilated area.
2. Drain all fuel from tank into a container approved for gasoline. Run engine until it stops. This will remove all fuel-oil mix which could become stale and leave varnish and gum in the fuel system.
3. Clean all foreign material from the saw. Keep away from corrosive agents such as garden chemicals and de-icing salts.
4. Abide by all Federal and local regulations for the safe storage and handling of gasoline. Excess fuel should be used in other 2-cycle engine powered equipment.

**CAUTION: It is important to prevent gum deposits from forming in essential fuel system parts such as the carburetor, fuel filter, fuel hose, or fuel tank during storage. Alcohol blended fuels (called gasohol or E10 or using ethanol, methanol) can attract moisture which leads to fuel mixture separation and formation of acids during storage. Acidic gas can damage the engine.**

## TECHNICAL DATA

### MT 3500

**ENGINE:**

| | |
|---|---|
| Displacement: | 2.38 cu. in (38.9 cc) |
| Bore: | 1.58 in (40 mm) |
| Stroke: | 1.22 in (31 mm) |

**PERFORMANCE:**

| | |
|---|---|
| Idle Speed: | 3,000 RPM |
| WOT (With Bar & Chain): | 13,000 RPM |
| **Power:** | **2.0 HP/1.5 kW (9,000 RPM)** |

**FUEL AND OIL SYSTEMS:**

| | |
|---|---|
| Carburetor: | Multi Position Diaphragm Carburetor |
| Fuel Tank Capacity: | 12.2 oz. (360 ml) |
| Fuel Mix: | See Operation-Fueling Section |
| Oil Tank Capacity: | 8.75 oz. (260 ml) |
| Chain Lubrication: | Automatic Speed Controlled Positive Displacement Pump |

**IGNITION SYSTEM:**

| | |
|---|---|
| Spark Plug: | NGK BPMR8Y |
| Spark Plug Gap: | 0.02 in. (0.5 mm) |





## Requisitos estatales y locales

La motosierra está equipada con un amortiguador de limitación de temperatura, una pantalla de supresión de chispas y un púa de tronzado para cumplir los requisitos de la Práctica Recomendada por SAE J335 y los Códigos de California 4442 y 4443. **Para trabajar en todos los terrenos forestales nacionales y en los terrenos gestionados por los estados de California, Maine, Washington, Idaho, Minnesota, Nueva Jersey y Oregón, la ley requiere que los motores de combustión interna estén equipados con una pantalla de supresión de chispas. Otras agencias estatales y federales están promulgando regulaciones similares.**

Si utiliza una motosierra en un estado o localidad en los que existan tales regulaciones, será legalmente responsable del mantenimiento del estado de funcionamiento de estos componentes. En caso contrario, estará violando la ley. **El mantenimiento del supresor de chispas se describe en la sección correspondiente al mantenimiento del amortiguador de supresión de chispas.**

**Nota: Cuando utilice una motosierra para la tala de árboles, consulte el Código de Regulaciones Federales, Partes 1910 y 1928.**

**ADVERTENCIA: El sistema de encendido de la unidad genera un campo electromagnético de muy baja intensidad. Dicho campo puede afectar al funcionamiento de ciertos marcapasos. Para reducir el riesgo de lesiones graves o mortales, las personas que tengan un marcapasos deben consultar a su médico y al fabricante del marcapasos antes de utilizar esta herramienta.**

**ADVERTENCIA: Mantenga todos los miembros corporales alejados del amortiguador, ya que sus superficies están muy calientes durante y después de la utilización de la motosierra. Si entra en contacto con el amortiguador, pueden producirse quemaduras graves.**

**ADVERTENCIA: La exposición a vibraciones por el uso prolongado de herramientas manuales alimentadas con gasolina podría provocar daños en los nervios o en los vasos sanguíneos de los dedos, manos y muñecas de personas propensas a sufrir problemas de circulación o hinchazones anormales. El uso prolongado en climas fríos se ha relacionado con daños en los vasos sanguíneos de personas sanas. Si aparecen síntomas tales como pérdida de sensibilidad, dolor, pérdida de fuerza, cambio en la textura o color de la piel, o pérdida de sensibilidad en los dedos, manos o muñecas, deje de utilizar esta herramienta y acuda a un médico.**

**ADVERTENCIA: Los gases de escape del motor de este producto contienen sustancias químicas que, según el Estado de California, provocan cáncer, defectos en recién nacidos u otros daños reproductivos. Utilice la motosierra solamente en el exterior en un lugar bien ventilado.**

## Significado de las etiquetas de seguridad y simbols



Este símbolo indica Advertencia y Precaución.



Este manual contiene mensajes especiales para llamar la atención sobre cuestiones de seguridad, daños en la máquina, así como información útil relativa al funcionamiento y al mantenimiento. **ADVERTENCIA:** Lea y siga todas las precauciones de seguridad en el manual de instrucciones. No seguir las instrucciones podría resultar en serias lesiones personales.



Utilice protección para los ojos, oídos y cabeza cuando emplee este equipo.



Utilice guantes protectores antideslizantes y de gran resistencia cuando maneje la motosierra y la cadena.



**¡ATENCIÓN!** Las superficies pueden estar calientes.



Utilice zapatos o botas de seguridad resistentes con suelas antideslizantes y añadidos antiperforación.



**ADVERTENCIA:** Tenga cuidado con los rebotes. Sugerencia puede causar la barra de guía para moverse hacia arriba y hacia atrás de repente, lo que puede causar una lesión grave.



Dirección de contacto de la punta de la barra guía con cualquier objeto debe ser evitado.



Agarre siempre la motosierra correctamente con las dos manos.




Valor de rebote máximo medido sin freno de cadena para la combinación de barra y cadena indicado en la etiqueta.



Gasolina y aceite mezcla (ver pag.89)




Aceite cadena



Freno cadena



Freno cadena ABIERTO (**ON**)



Freno cadena APAGADO (**OFF**)




STOP motor



Cebador (más fácil puesta en marcha a bajas temperaturas - ver pag.92)





Pour un emploi correct de la tronçonneuse et pour éviter tout accident, ne commencez pas le travail sans avoir préalablement lu ce manuel avec attention. Vous trouverez les descriptions du fonctionnement des différents composants, ainsi que les instructions relatives aux contrôles et aux procédures d'entretien requis.
**Remarque: les illustrations et instructions présents dans ce manuel peuvent varier en fonction des normes de chaque pays et sont sujettes à modifications sans préavis par le fabricant.**

## MANUEL DE L'UTILISATEUR

Le manuel de l'utilisateur est destiné à votre propre protection. LISEZ-LE. Conservez-le dans un endroit approprié de façon à pouvoir s'y référer au besoin. Ayez pris connaissance des procédures avant de commencer le montage de l'unité. Une préparation et un entretien corrects vont de paire avec de bonnes performances de la machine et avec une sécurité optimale.
Contactez votre concessionnaire ou votre distributeur local si vous ne comprenez pas certaines des instructions délivrées par le présent manuel.
Outre les instructions relatives au fonctionnement, le présent manuel contient des paragraphes requérant une attention particulière de votre part.
Ces paragraphes sont signalés par les symboles décrits ci-dessous:
**Avertissement:** présent en cas de risque d'accident, de blessure corporelle, ou de dégâts matériels.
**Mise en garde:** présent en cas de risque d'endommagement de la machine ou de ses composants.

⚠ **AVERTISSEMENT : Afin de garantir un fonctionnement correct et en toute sécurité de la tronçonneuse, il est recommandé de toujours conserver le manuel de l'utilisateur à proximité de la machine. Ne prêtez ou ne louez jamais votre tronçonneuse sans fournir le présent manuel d'utilisation et d'entretien.**

⚠ **AVERTISSEMENT : Seules les personnes ayant intégralement compris le présent manuel sont habilitées à utiliser votre tronçonneuse.**

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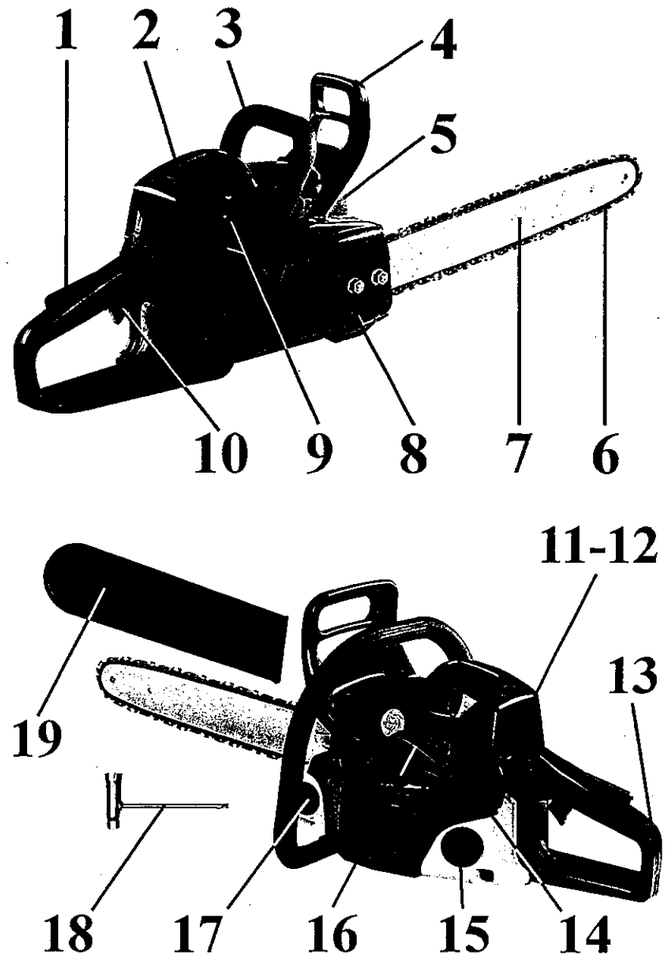
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## Componentes de la motosierra

1 - Bloqueo del activador
2 - Cubierta del filtro de aire
3 - Empuñadura delantera
4 - Palanca del freno de la cadena/ protector de manos
5 - Silenciador
6 - Cadena
7 - Barra guía
8 - Tornillo de ajuste de la barra guía
9 - Tornillos de ajuste del carburador
10 - Activador
11 - Interruptor de masa
12 - Palanca cebador
13 - Empuñadura trasera
14 - Pera de Purga
15 - Tapón del depósito de combustible
16 - Empuñadura del motor de arranque
17 - Tapón del depósito de aceite
18 - Llave de combinación
19 - Funda de la barra

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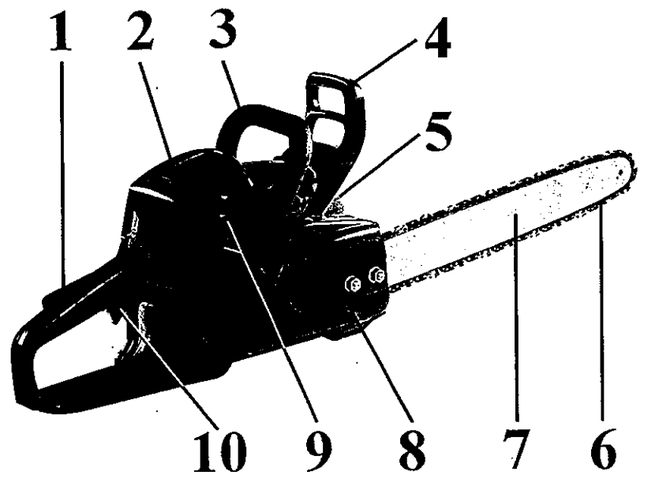
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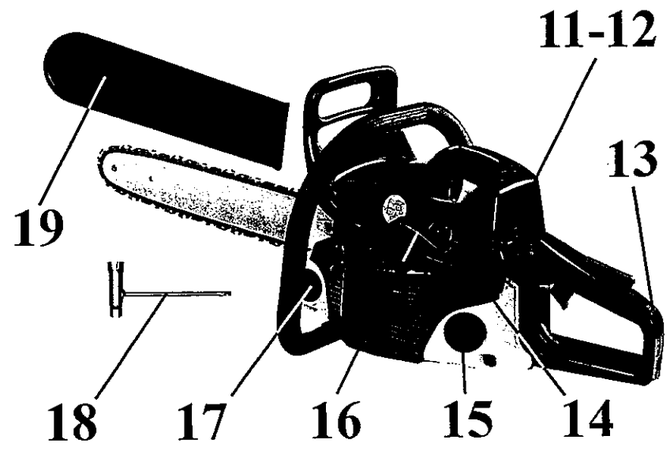
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## Composants de la tronçonneuse

1 - Gâchette de verrouillage des gaz
2 - Couvercle de filtre à air
3 - Poignée avant
4 - Levier de frein de chaîne / Protecteur de main
5 - Silencieux d'échappement
6 - Chaîne
7 - Guide-chaîne
8 - Vis de réglage de guide-chaîne
9 - Vis de réglage du carburateur
10 - Gâchette des gaz
11 - Interrupteur Marche/Arrêt
12 - Levier de l'étrangleur
13 - Poignée arrière
14 - Poire d'amorçage
15 - Bouchon du réservoir de carburant
16 - Poignée de lanceur
17 - Bouchon du réservoir d'huile
18 - Clé mixte
19 - Cache-guide

## Comprendre les étiquettes de sécurité et symboles



Ce symbole signale un Avertissement et une Mise en garde.



Votre manuel contient des messages spéciaux attirant votre attention sur les problèmes liés à la sécurité, les dégâts éventuels de la machine, ainsi que des informations utiles sur le fonctionnement et l'entretien.
**AVERTISSEMENT:** Lisez et suivez toutes les précautions de sécurité dans le manuel d'instructions. Le fait de ne pas suivre les instructions pourrait entraîner des blessures graves.



Portez des lunettes de sécurité, des protège-tympans ainsi qu'un masque de protection lorsque vous utilisez cette machine.



Portez des gants de protection renforcés et antidérapants pour la manipulation de la tronçonneuse et de la chaîne.



**ATTENTION:** Les surfaces risquent d'être très chaudes.



Portez des chaussures ou des bottes de sécurité équipées de semelles antidérapantes et coquées.



**ATTENTION !** Prenez garde à l'effet de rebond. Astuce contact mai cause le guide de se déplacer brusquement vers le haut et vers l'arrière, qui mai causer des blessures graves.



Contact de la pointe guide bar avec n'importe quel objet doit être évitée.



Tenez en permanence la tronçonneuse à deux mains.




La valeur maximale du rebond mesurée sans frein de chaîne pour l'ensemble guide et chaîne figure sur l'étiquette.



Essence et huile mélange (voir pag.53)




Huile chaîne



Frein chaîne



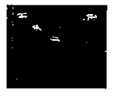
Frein chaîne OUVERT (**ON**)



Frein chaîne HORS TENSION (**OFF**)




STOP moteur



Starter (plus facile démarrage à basse température - voir pag.56)









Para utilizar correctamente la motosierra y evitar accidentes, lea primero este manual atentamente antes de trabajar con ella. Encontrará explicaciones sobre el funcionamiento de los distintos componentes, además de instrucciones para realizar las comprobaciones y el mantenimiento necesarios.
**Nota: Las ilustraciones y las especificaciones proporcionadas en este manual pueden variar según los requisitos de cada país, y están sujetas a cambios sin previo aviso por parte del fabricante.**

## MANUAL DEL OPERADOR

El manual del operador está destinado a proporcionar protección al usuario. LÉALO. Guárdelo en un sitio seguro para consultarlo en el futuro. Conozca los procedimientos necesarios antes de comenzar a montar la unidad. La preparación y el mantenimiento adecuados juegan un papel fundamental para obtener la máxima seguridad y rendimiento del motosierra.
Póngase en contacto con el concesionario o el distribuidor local si no comprende alguna de las instrucciones de este manual.
Además de las instrucciones de uso, este manual contiene párrafos que requieren una especial atención.
Tales párrafos están marcados con los símbolos descritos a continuación:
**Advertencia:** si existe riesgo de accidente o lesiones personales o daños graves a la propiedad.
**Precaución:** si existe riesgo de producirse daños en la máquina o en sus componentes individuales.

**⚠ ADVERTENCIA: Para garantizar el funcionamiento seguro y correcto de la motosierra, este manual del operador deberá conservarse siempre con la máquina o estar cerca de ella. No preste ni alquile la motosierra sin el manual de instrucciones del operador.**

**⚠ ADVERTENCIA: Sólo deberán utilizar la motosierra las personas que entiendan este manual.**

## Remisage de la tronçonneuse

**AVERTISSEMENT: Coupez le moteur et laissez-le refroidir, puis arrimez la machine avant remisage ou transport dans un véhicule. Remisez la machine et le carburant dans un endroit où les vapeurs de carburant ne seront en contact avec aucune source d'étincelles ou de flammes nues, notamment à proximité de chaudières, de moteurs ou d'interrupteurs électriques, de fours, etc. Montez toutes les protections fournies avec la machine pour le remisage. Rangez la machine de telle sorte que les parties tranchantes ne puissent blesser accidentellement toute personne passant à proximité. Remisez la machine hors de portée des enfants ou de toute autre personne non habilitée à l'utiliser.**

1. Vidangez et nettoyez le réservoir de carburant dans un lieu suffisamment aéré.
2. Vidangez l'intégralité du carburant dans un conteneur approprié au stockage de l'essence. Faites tourner le moteur jusqu'à ce qu'il s'arrête de lui-même. Cela permet d'évacuer le mélange susceptible de s'éventer et de laisser un dépôt de vernis et de gomme dans le circuit d'alimentation de carburant.
3. Nettoyez toutes les substances étrangères accumulées sur la tronçonneuse. Maintenez la machine à distance de tout agent corrosif tels que les engrais de jardin ou les sels de déverglaçage.
4. Respectez la réglementation locale et nationale en matière de stockage et de manipulation de l'essence. N'utilisez pas le surplus de carburant dans un autre équipement à moteur deux temps.

**MISE EN GARDE: Il est important d'éviter le dépôt de gomme dans les composants du circuit d'alimentation de carburant tels que le carburateur, le filtre à carburant, la conduite d'alimentation de carburant ou le réservoir de carburant au cours du remisage. Les carburants à base d'alcool (appelés essence-alcool ou E10, ou à base d'éthanol ou de méthanol) sont hydrophiles, ce qui peut entraîner une séparation des composants du carburant et la formation d'acides au cours du remisage. Les gaz acides peuvent endommager le moteur.**

## CARACTÉRISTIQUES TECHNIQUES

### MT 3500

**ENGINE:**

| | |
|---|---|
| Cylindrée: | 2.38 cu.in (38.9 cc) |
| Alésage: | 1.58 in (40 mm) |
| Course: | 1.22 in (31 mm) |

**PERFORMANCES:**

| | |
|---|---|
| Régime de ralenti: | 3,000 RPM |
| Régime maximal (Avec guide et chaîne): | 13,000 RPM |
| **Puissance:** | **2.0 HP/1.5 kW (9,000 RPM)** |

**CIRCUITS D'ALIMENTATION DE CARBURANT ET D'HUILE:**

| | |
|---|---|
| Carburateur: | Carburateur à diaphragme toute position |
| Capacité du réservoir de carburant: | 12.2 oz. (360 ml) |
| Proportions du mélange: | Voir la section Fonctionnement-Alimentation de carburant |
| Capacité du réservoir d'huile: | 8.75 oz. (260 ml) |
| Lubrification de la chaîne: | Pompe à huile volumétrique automatique |

**SYSTÈME D'ALLUMAGE:**

| | |
|---|---|
| Bougie: | NGK BPMR8Y |
| Écartement des électrodes: | 0.02 in. (0.5 mm) |

## Réglementations nationales et locales

Votre tronçonneuse est équipée d'un silencieux d'échappement à limiteur de température, d'un pare-étincelles et d'un crampon de débitage conformément à la directive de pratique recommandée SAE J335 et aux Codes californiens 4442 et 4443. **La réglementation régissant tous les terrains forestiers et territoires gérés par les états de Californie, Maine, Washington, Idaho, Minnesota, New Jersey et Oregon exige l'utilisation de moteurs à combustion interne équipés de pare-étincelles. Les autres états et institutions fédérales sont sur le point de promulguer une réglementation identique.**

Si vous utilisez une tronçonneuse dans un état ou une région soumise à cette réglementation, vous êtes légalement responsable du maintien en état de fonctionnement de ces pièces. Le non-respect de cette réglementation constitue une violation de la loi. **L'entretien du pare-étincelles est décrit dans la section Entretien-Silencieux à pare-étincelles du présent manuel.**

**Remarque: pour ce qui concerne l'utilisation de tronçonneuses dans le cadre d'une exploitation forestière, reportez-vous au Code de réglementation fédérale, Articles 1910 et 1928.**

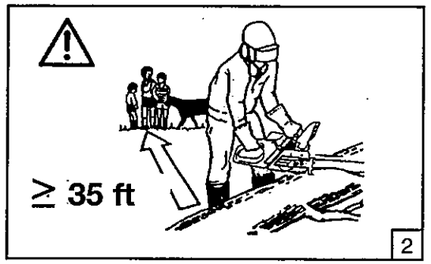
**AVERTISSEMENT: Le système d'allumage de votre machine génère un champ électromagnétique de très faible intensité. Il est possible de ce champ crée des interférences sur le fonctionnement d'un stimulateur cardiaque. Afin de réduire le risque de blessures graves, voire de mort, les personnes équipées d'un stimulateur cardiaque sont vivement invitées à consulter leur médecin ainsi que le fabricant du stimulateur avant d'utiliser la machine.**

**AVERTISSEMENT: les surfaces du silencieux deviennent très chaudes en cours de fonctionnement et après arrêt de la tronçonneuse ; tenez-vous à distance du silencieux. Tout contact avec le silencieux peut entraîner de graves brûlures.**

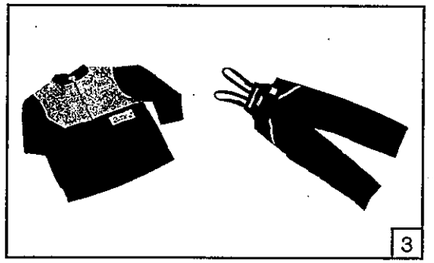
**AVERTISSEMENT : L'exposition aux vibrations générées lors de l'utilisation d'outils à moteurs thermiques peut entraîner des lésions vasculaires ou nerveuses au niveau des doigts, des mains et des poignets chez les personnes sujettes à des troubles de la circulation ou à des phénomènes de tuméfactions anormaux. En outre, il a été démontré que l'utilisation prolongée par temps froid entraînait des lésions des vaisseaux sanguins chez les personnes saines. En cas d'apparitions de symptômes tels que des engourdissements douleurs, pertes de force, changements de la couleur ou de la texture de la peau ou pertes de sensation au niveau des doigts, des mains ou des poignets, interrompez immédiatement l'utilisation de la machine et consultez un médecin.**

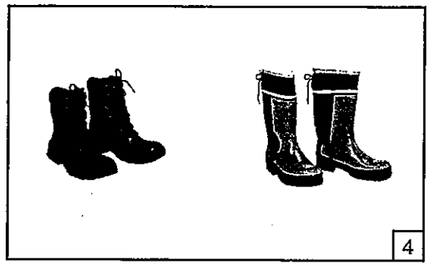
**AVERTISSEMENT : Les vapeurs d'échappement du moteur de ce produit contiennent des substances chimiques que l'état de Californie a reconnues à l'origine de cancers, d'anomalies congénitales ou d'autres troubles de la reproduction. Utilisez votre tronçonneuse en extérieur, exclusivement dans une zone bien ventilée.**

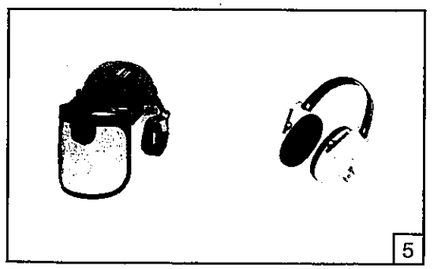

1



2


3


4


5

## Précautions de base

- Lisez attentivement le présent manuel jusqu'à ce que vous ayez intégralement compris les règles de sécurité, les mesures de précaution et les instructions relatives au fonctionnement, et que soyez en mesure de les appliquer avant toute utilisation de la machine.
- Limitez l'utilisation de la tronçonneuse à des utilisateurs adultes capables de comprendre et d'appliquer les règles de sécurité, les mesures de précaution et les instructions relatives au fonctionnement indiquées par le présent manuel. L'utilisation de la machine par des mineurs est fortement déconseillée.
- Ne manipulez et n'utilisez pas la machine lorsque vous êtes fatigué, malade ou perturbé, ou sous l'emprise de l'alcool, de drogues ou de médicaments. Vous devez être en bonne forme physique et en pleine possession de vos capacités mentales. L'utilisation d'une tronçonneuse est relativement ardue et pénible. Si vous présentez un état susceptible d'être aggravé par une tâche physiquement exigeante, consultez préalablement votre médecin (Fig. 1). Soyez plus vigilant avant les périodes de repos et en en proximité de la fin de votre tour de travail.
- Maintenez les enfants, passants et animaux à une distance minimale de 10 mètres (35 pieds) de la zone de travail. Ne tolérez la présence d'aucune personne ou animal à proximité immédiate de la tronçonneuse lors du démarrage ou en utilisation (Fig. 2).
- La plupart des accidents liés à l'utilisation d'une tronçonneuse sont dus à une percussion de l'utilisateur par la chaîne. Portez en permanence des équipements de sécurité homologués lorsque vous utilisez la tronçonneuse. Toutefois, le port de vêtements de sécurité n'élimine pas les risques de blessures, mais il peut en réduire les effets en cas d'accident. Demandez conseil à votre distributeur habituel pour le choix des équipements conformes à la réglementation. Les vêtements utilisés ne doivent en aucun cas entraver les mouvements. Portez un vêtement anti-coupe près du corps. **La veste (Fig. 3), la salopette (Fig. 3) et les jambières sont des équipements idéaux.** Ne portez pas de vêtements, écharpes, cravates ou bijoux susceptibles de s'accrocher au bois ou aux buissons. Nouez les cheveux longs et protégez-les (par exemple, à l'aide d'un foulard, d'une casquette, d'un casque, etc.). **Chaussure ou bottes de sécurité coquées et équipées de semelles antidérapantes (Fig. 4). Portez un casque de protection (Fig. 5) dans les zones où des objets sont susceptibles de chuter. Portez des lunettes de sécurité ou une visière de protection ! Utilisez des protections anti-bruit, notamment un casque anti-bruit (Fig. 5) ou des protège-tympans.** L'utilisation de protections anti-bruit requiert une attention supplémentaire en ce sens que la perception des signaux sonores d'avertissement en cas de danger (tels que cris, alarmes, etc.) est réduite. **Portez des gants anti-coupe (Fig. 6).**
- Ne prêtez votre tronçonneuse qu'à des utilisateurs expérimentés rompus au fonctionnement et à l'utilisation corrects des tronçonneuses. Fournissez-leur le manuel contenant le mode d'emploi qu'ils devront lire avant d'utiliser la tronçonneuse.
- Contrôlez quotidiennement votre tronçonneuse afin de garantir que chaque dispositif de sécurité ou autre fonctionne correctement.
- Ne travaillez jamais avec une tronçonneuse endommagée, modifiée ou mal réparée ou mal montée. Ne démontez, endommagez ou neutralisez jamais l'un des dispositifs de sécurité. Utilisez exclusivement des guide-chaîne de la longueur indiquée dans le tableau (page 47). Remplacez immédiatement un guide-chaîne, une protection de main ou un frein de chaîne endommagés, cassés ou démontés pour toute autre raison.
- Élaborez toujours votre plan de découpe à l'avance. Ne débutez aucun tâche avant d'avoir une zone de travail dégagée, une assise stable, et, en cas d'abattage, un chemin de dégagement préalablement établi.
- Adressez-vous à un professionnel qualifié pour toute autre intervention ne figurant pas dans le présent manuel.
- La tronçonneuse est exclusivement destinée à la coupe de bois. Il est fortement déconseillé de couper un autre type de matériau.







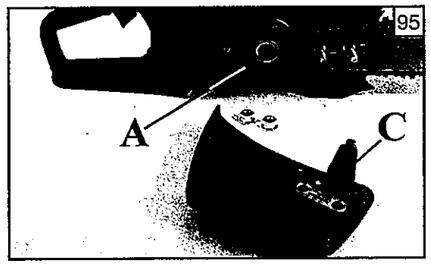
## Utilisation du tableau de diagnostic des pannes

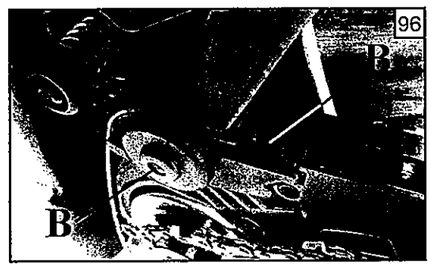
**AVERTISSEMENT: Arrêtez toujours la machine et déconnectez la bougie avant de mettre en application l'un des remèdes préconisés ci-dessous, à l'exception des opérations nécessitant que la machine tourne.**

Si le problème persiste après avoir vérifié toutes les causes possibles indiquées, contactez votre réparateur agréé. En cas de problème non référencé dans ce tableau, contactez votre réparateur agréé.

| PROBLÈME | CAUSE POSSIBLE | REMÈDE |
|---|---|---|
| Le moteur ne démarre pas ou il tourne pendant quelques secondes puis s'arrête. **(Vérifiez que l'interrupteur d'allumage est sur la position de démarrage "I").** | 1. Absence d'étincelle | 1. Contrôlez la bougie. Déposez le couvercle de filtre à air. Retirez la bougie du cylindre. Reconnectez le fil de bougie et placez la bougie sur le haut du cylindre. Tirez sur le lanceur et observez la formation d'étincelles à l'extrémité de la bougie. Si aucune étincelle n'est produite, répéter l'essai en utilisant une bougie neuve (BPMR8Y). |
| | 2. Moteur noyé. | 2. Passez l'interrupteur d'allumage en position d'arrêt (OFF) et retirez la bougie. Passez le levier d'étrangleur sur la position de fonctionnement (complètement enfoncé) et actionnez le lanceur 15 à 20 fois. Cela permet d'évacuer l'excès de carburant dans le moteur. Nettoyez et remontez la bougie. Tirer le levier du starter jusqu'au bout et ramener le levier complètement pour activer le dispositif de demi accélération. Actionnez le lanceur trois fois en mettant le levier d'étrangleur en position de fonctionnement. Si le moteur ne démarre pas, passez le levier d'étrangleur sur la position de démarrage et effectuez la procédure de démarrage normal. Si le moteur ne démarre toujours pas, répétez la procédure avec une bougie neuve. |
| Le moteur démarre mais n'accélère pas correctement: | Le carburateur nécessite un réglage de l'aiguille **"L"** (gicleur bas). | * Contactez un service d'entretien agréé pour le réglage du carburateur. |
| Le moteur démarre mais ne fonctionne pas correctement à régime élevé. | Le carburateur nécessite un réglage de l'aiguille **"H"** (gicleur haut). | * Contactez un service d'entretien agréé pour le réglage du carburateur. |
| Le moteur n'atteint pas son régime maximal / ou fume excessivement | 1. Contrôlez le mélange huile/carburant.<br>2. Filtre à air encrassé.<br>3. Écran pare-étincelles encrassé.<br>4. Le carburateur nécessite un réglage de l'aiguille **"H"** (gicleur haut). | 1. Utilisez du carburant récent et la proportion d'huile deux temps appropriée.<br>2. Procédez au nettoyage conformément aux instructions de la section Entretien-Filtre à air.<br>3. Procédez au nettoyage conformément aux instructions de la section Entretien-Silencieux pare-étincelles.<br>4. * Contactez un service d'entretien agréé pour le réglage du carburateur. |
| Le moteur démarre, tourne et accélère, mais ne tient pas le ralenti. | Le carburateur nécessite un réglage. | Tournez la vis de réglage du ralenti **"T"** dans le sens des aiguilles d'une montre pour augmenter le régime de ralenti. (Si la chaîne tourne au régime de ralenti, tournez la vis de ralenti **"T"** dans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti); voir la section Fonctionnement-Réglage du carburateur. |
| Surchauffe et dégagement de fumée au niveau du guide et de la chaîne | 1. Réservoir d'huile de chaîne vide.<br>2. Chaîne trop tendue.<br>3. Fonction du dispositif de graissage. | 1. Le réservoir d'huile doit être rempli à chaque plein du réservoir de carburant.<br>2. Tendez la chaîne conformément aux instructions de la section Fonctionnement-Tension de la chaîne.<br>3. Faites tourner le moteur à plein régime pendant 15 à 30 secondes. Arrêtez la tronçonneuse et vérifiez que l'huile s'écoule au niveau de la protection d'embout de guide et du guide-chaîne. Si l'huile est présente, il se peut que la chaîne soit émoussée ou que le guide-chaîne soit endommagé. En cas d'absence d'huile, contactez un service d'entretien agréé. |
| Le moteur démarre et tourne, mais la chaîne n'est pas entraînée<br>**AVERTISSEMENT: Ne touchez jamais la chaîne lorsque le moteur tourne.** | 1. Frein de chaîne engagé.<br>2. Chaîne trop tendue.<br>3. Montage du guide-chaîne et chaîne.<br>4. Chaîne et/ou guide-chaîne endommagés.<br>5. Embrayage et/ou pignon à flasques endommagés. | 1. Désengagez le frein de chaîne ; voir la section Fonctionnement-Frein de chaîne.<br>2. Tendez la chaîne conformément aux instructions de la section Fonctionnement-Tension de la chaîne.<br>3. Voir la section Montage-Montage du guide-chaîne et de la chaîne.<br>4. Voir la section Entretien-Chaîne et/ou Entretien-Guide-chaîne.<br>5. Procédez au remplacement si nécessaire - Contactez un réparateur agréé. |

***Remarque:** Ce moteur est conforme aux normes de l'EPA (Agence de protection de l'environnement) en matière de contrôle des émissions polluantes. En conséquence, les aiguilles de réglage du carburateur sont équipées de capuchons en plastique limitant la rotation par rapport au réglage d'usine initial. Si votre machine présente des problèmes spécifiques de performance ne pouvant être rectifiés en suivant les instructions de la section Diagnostic des pannes, il est recommandé la porter à un service d'entretien agréé pour réparation.



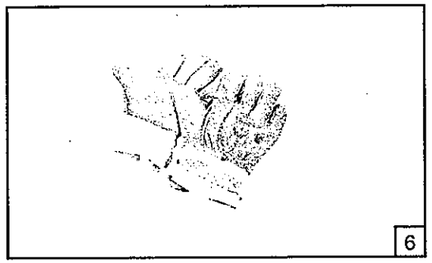

## Frein de chaîne

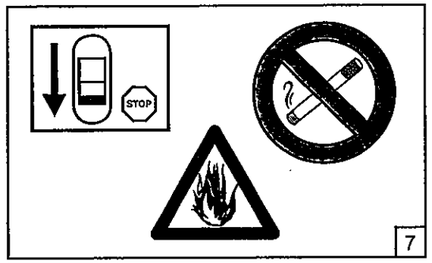
Si le frein de chaîne ne fonctionne pas correctement, déposez le couvercle d'embrayage et nettoyez les composants du frein de chaîne. Contrôlez l'état d'usure de la bande de frein **(A, Fig. 95)** et remplacez-la si elle est usée ou déformée.

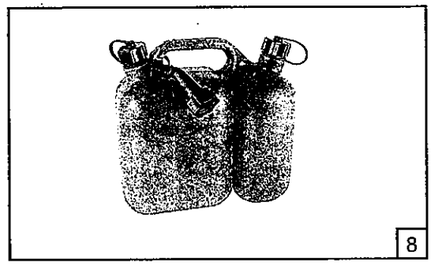
**AVERTISSEMENT: Si la bande de frein est excessivement usée, elle peut se rompre lorsque le frein de chaîne est appliqué. Si la bande de frein est cassée, le frein de chaîne ne pourra arrêter la chaîne. Le frein de chaîne doit être remplacé par un réparateur agréé si son épaisseur est inférieure à 0,6 mm (0,024" en n'importe quel point. Seul un réparateur agréé est habilité à effectuer toute réparation au niveau du frein de chaîne. Rapportez votre machine sur le lieu d'achat ou chez le réparateur agréé le plus proche.**

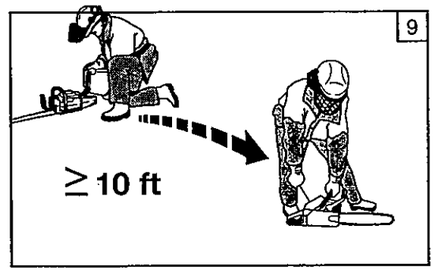
Tenez le mécanisme du frein de chaîne propre en permanence et lubrifiez légèrement la tringlerie **(B, Fig. 96).**
**Testez toujours le fonctionnement du frein de chaîne après entretien ou nettoyage conformément aux instructions de la section Fonctionnement - Frein de chaîne.**

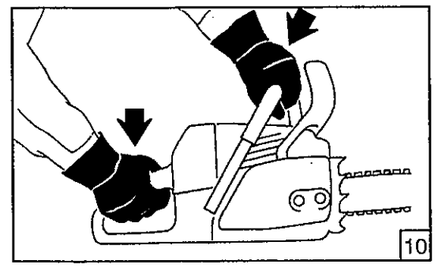
**AVERTISSEMENT: Contrôlez et remplacez si nécessaire l'attrape-chaîne / la butée de sécurité (C, Fig. 95).**




- Il est fortement déconseillé de raccorder à la prise de force de la tronçonneuse tout outil ou accessoire non spécifié par le fabricant.

## Manipulation du carburant

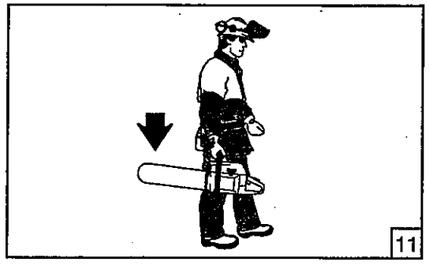
**AVERTISSEMENT : L'essence est un carburant hautement inflammable. Manipulez l'essence ou le mélange de carburant avec une extrême précaution. Ne fumez pas ou ne produisez pas de source de flamme à proximité du carburant ou de la tronçonneuse (Fig.7).**

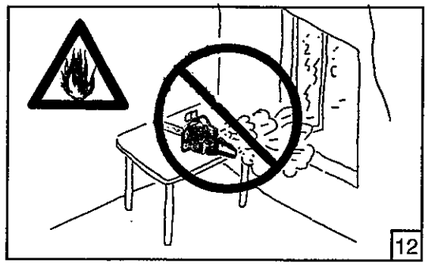
- **Manipulez le carburant avec une extrême précaution afin d'éviter tout risque d'incendie ou de brûlure. Le carburant est hautement inflammable.**
- Faites le mélange et conservez le carburant dans un conteneur approuvé pour l'entreposage d'essence (Fig. 8).
- Faites le mélange de carburant en extérieur, en l'absence de toute source d'étincelles ou de flammes.
- Choisissez une surface dégagée, coupez le moteur et laissez refroidir avant de faire le plein.
- Devissez lentement le bouchon de carburant afin de libérer la pression et d'empêcher le carburant de s'écouler par le bouchon.
- Resserrez fermement le bouchon de carburant après remplissage. Sous l'effet des vibrations de la machine, un bouchon mal refermé peut se desserrer, voire s'ouvrir, entraînant un déversement du carburant.
- Essuyez toute trace de carburant sur la tronçonneuse. Déplacez-vous à 3 mètres (10 pieds) de la zone de remplissage avant de démarrer le moteur (Fig. 9).
- Ne tentez en aucun cas de brûler le carburant déversé.
- Ne fumez pas en manipulant le carburant ou en utilisant la tronçonneuse.
- Entreposez le carburant dans un endroit sec, frais et suffisamment ventilé.
- Ne placez jamais la tronçonneuse sur un matériau facilement inflammable, notamment sur des feuilles mortes, de la paille, du papier, etc.
- Entreposez la machine et le carburant dans un endroit exempt de sources d'étincelles ou de flammes nues, de moteurs électriques, d'interrupteurs, de fours, etc., susceptibles d'enflammer les vapeurs de carburant.
- Ne retirez jamais le bouchon du réservoir de carburant lorsque le moteur tourne.
- N'utilisez jamais le carburant pour le nettoyage.
- Veillez à ne pas souiller vos vêtements de carburant.

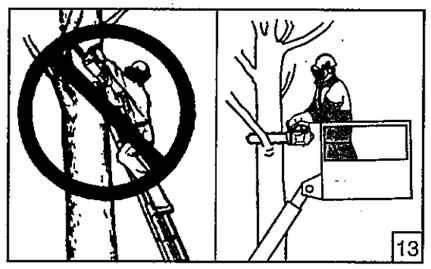
## Fonctionnement et sécurité

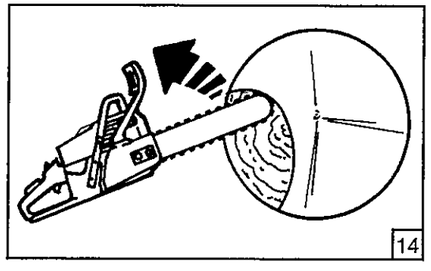
**AVERTISSEMENT: Tenez toujours la tronçonneuse à deux mains lorsque le moteur tourne. Enserrer fermement les poignées de la tronçonneuse entre les doigts et le pouce (Fig.10).**

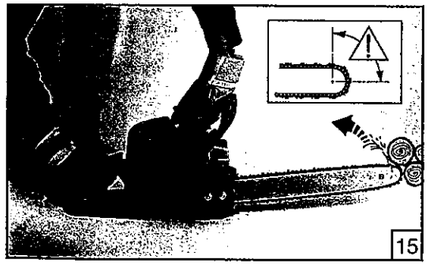
- Tenez toutes les parties du corps à distance de la chaîne lorsque le moteur tourne.
- Transportez toujours la tronçonneuse moteur coupé et frein de chaîne engagé, en plaçant le guide-chaîne et la chaîne vers l'arrière, et le silencieux d'échappement à distance de votre corps. Transportez toujours la tronçonneuse avec son fourreau de guide-chaîne monté (Fig.11, page 44). Pour le transport à bord d'un véhicule, montez toujours le fourreau de guide et de chaîne. Fixez correctement la tronçonneuse afin d'éviter qu'elle ne se renverse, que le carburant ne s'écoule ou que la tronçonneuse ne soit endommagée.
- Engager le frein de chaîne avant de vous repositionner dans la zone de coupe.


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- **N'utilisez jamais la tronçonneuse d'une seule main !** Une telle manipulation peut blesser gravement l'utilisateur ou les personnes se tenant dans la zone de travail. **Une tronçonneuse s'utilise à deux mains.**
- Avant de démarrer le moteur, vérifiez que la chaîne n'est en contact avec aucun objet. Ne tentez jamais de démarrer la tronçonneuse avec le guide engagé dans un sillon de coupe.
- Coupez le moteur avant de poser la tronçonneuse. Ne laissez pas le moteur tourner sans surveillance.
- Par mesure de sécurité supplémentaire, engagez le frein de chaîne avant de poser la tronçonneuse.
- Utilisez exclusivement la tronçonneuse dans une zone suffisamment ventilée, ne l'utilisez pas dans un environnement explosif ou inflammable ou dans des zones confinées (Fig.12). Faites attention à la possibilité d'empoisonnement par monoxyde de carbone.
- N'utilisez pas la tronçonneuse sur une échelle ou directement sur un arbre. Ayez toujours une assise stable et une position appropriée.
- N'exercez pas de pression sur la tronçonneuse en fin de coupe. Le fait d'appliquer une pression peut vous faire perdre le contrôle en fin de coupe.
- N'effectuez aucune opération de coupe à proximité de câbles électriques.
- Tenez vos mains au sec, propres et exemptes d'huile ou de carburant.
- Lorsque la tronçonneuse est en marche, saisissez fermement la poignée avant de la main gauche et la poignée arrière de la main droite. (Fig.10, page 43).
- Lors de la découpe d'une branche en tension, veillez à ne pas vous faire surprendre par l'effet de retour élastique dès que la tension de la fibre du bois est libérée.
- Les petites branches ou les arbustes peuvent bloquer la chaîne puis être expulsés dans votre direction ou vous faire perdre l'équilibre.
- Ne travaillez jamais en plaçant la tronçonneuse en dessus de la hauteur d'épaules (Fig.13).
- Ne démarrez jamais la tronçonneuse si le carter de chaîne n'est pas installé.

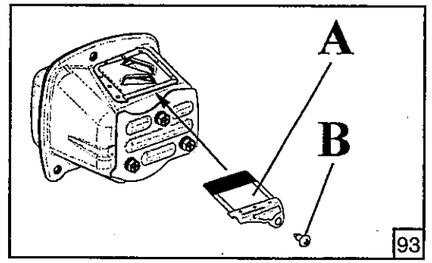
## Mesures de précaution contre l'effet de rebond

**AVERTISSEMENT: Évitez tout phénomène de rebond pouvant entraîner de graves blessures. L'effet de rebond consiste en un mouvement brusque vers l'arrière, vers le haut ou vers l'avant du guide-chaîne se produisant lorsque la zone de la chaîne située à l'extrémité supérieure du guide-chaîne entre en contact avec un objet, tel qu'un rondin ou une branche, ou lorsque la bille de bois se referme et vient coincer la chaîne dans le plan de coupe. Le contact avec un corps étranger dans le bois peut également entraîner une perte de contrôle de la tronçonneuse.**

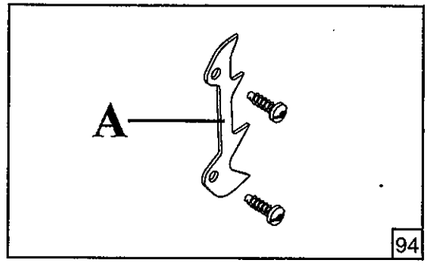
- **Le rebond par rotation** peut se produire lorsque la chaîne en mouvement entre en contact avec un objet au niveau de l'extrémité supérieure du guide-chaîne. Ce contact peut entraîner la chaîne à s'enfoncer dans l'objet, ce qui a pour effet de stopper la chaîne pendant un instant. Cet arrêt de la chaîne génère une rétroaction extrêmement rapide ayant pour effet de relever le guide-chaîne et de le renvoyer en direction de l'opérateur (Fig.14–15 et Fig. 16).
- **Le rebond par pincement** peut se produire lorsque la bille de bois se referme et vient pincer la chaîne en mouvement au niveau de l'extrémité du guide-chaîne, stoppant immédiatement le mouvement de la chaîne. Cet arrêt soudain de la chaîne résulte en une inversion de la force utilisée pour couper le bois et entraîne la tronçonneuse dans le sens opposé de la rotation de la chaîne. La tronçonneuse est violemment ramenée en direction de l'opérateur.







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- des conditions de fonctionnement défavorables, notamment le fonctionnement en charge partielle;

peuvent entraîner une détérioration rapide de la bougie.

## Silencieux pare-étincelles

Votre tronçonneuse est équipée d'un dispositif pare-étincelles Réf. 50240109 **(Fig. 93)** conforme aux exigences de la norme SAE J335; vous avez la possibilité de vérifier le numéro de référence du dispositif pare-étincelles apposé sur le silencieux.

**AVERTISSEMENT: Un dispositif pare-étincelles défectueux ou modifié peut être à l'origine d'un incendie.**

En usage normal, ce dispositif peut s'encrasser et doit être contrôlé toutes les semaines et nettoyé en fonction de son état.
**Pour procéder au nettoyage:**

- Laissez refroidir le silencieux.
- Retirez le vis du écranpare-étincelles **(B)**.
- Déposez l'écran para-énticelles (A) réf. 50240155.
- Nettoyez et contrôlez l'écran pare-étincelles. Si le pare-étincelles est endommage, en mauvais état ou détériore, le remplacer.
- Remontez les composants dans l'ordre inverse de la dépose.

Le dispositif pare-étincelles nécessite un entretien et un nettoyage périodiques et précis, notamment pour ce qui concerne les points suivants:

- contrôlez périodiquement l'écran pare-étincelles et remplacez-le s'il est perforé, tordu ou déformé;
- vérifiez minutieusement si de la poussière, des débris ou toute substance organique est en contact avec les pièces du dispositif pare-étincelles; contrôlez particulièrement l'espace entre le silencieux et l'écran; nettoyez-le souvent à l'aide d'otuils ou à l'air comprimé.

Par souci de conformité à la norme, il est nécessaire de monter an griffe d'abattage Réf. 50240110 **(A, Fig. 94);** celles-ci sont forunies dans l'emballage de la tronçonneuse.

## Silencieux d'échappement

**ATTENTION – Ce silencieux est doté d'un catalyseur ce qui assure au moteur la conformité aux conditions sur les émissions requises. Ne jamais modifier ni déposer le catalyseur : tout modification est une violation à la loi.**

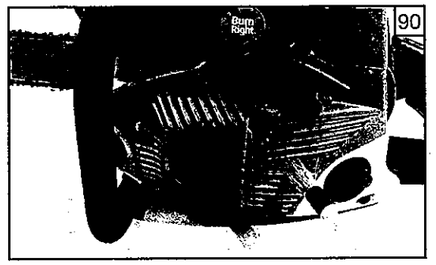
**ATTENTION – Les silencieux dotés de catalyseur deviennent très chauds durant l'utilisation et restent ainsi longtemps après avoir éteint le moteur. Cette situation se présente même lorsque le moteur tourne au ralenti. Vous risquez de vous brûler en le touchant. Risque d'incendie!**

**PRÉCAUTION – Si le catalyseur est endommagé il doit être remplacé. S'il se bouche fréquemment, le rendement du silencieux catalytique s'en trouve réduit.**

**AVERTISSEMENT: N'utilisez jamais votre tronçonneuse si le silencieux est endommagé, déposé ou modifié. Un silencieux mal entretenu augment le risque d'incendie et de perte auditive.**

comprimé à une certaine distance. Remontez le filtre à air dans le couvercle. Posez le couvercle de filtre à air sur la tronçonneuse. Resserrez fermement les vis du couvercle de filtre à air.
Un filtre à air usagé ne peut jamais être complètement nettoyé. Il est recommandé de remplacer le filtre à air après six mois d'utilisation.

**⚠ MISE EN GARDE: Ne faites jamais tourner le moteur sans le filtre à air au risque de l'endommager. Vérifiez que le filtre à air est correctement logé dans le couvercle de filtre à air avant procéder au remontage de l'ensemble. Remplacez toujours un filtre à air endommagé. Ne nettoyez pas le filtre à l'aide d'une brosse.**

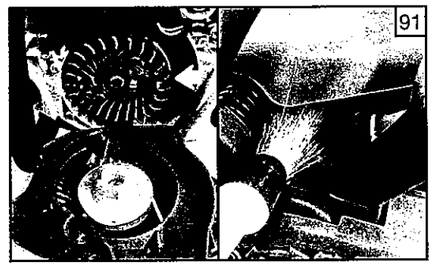


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## Démarreur

Éliminez les débris accumulés au niveau des ouïes d'aération du démarreur à l'aide d'une brosse **(Fig. 90).**

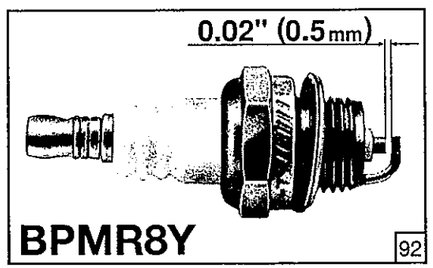
**⚠ AVERTISSEMENT: Le ressort à enroulement est sous tension et peut "sauter" à tout moment, entraînant de graves blessures. Ne tentez jamais de le démonter ou de le modifier.**


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## Moteur

Nettoyez périodiquement les ailettes du moteur et du volant-moteur à l'air comprimé ou à l'aide d'une brosse **(Fig. 91).** Les impuretés incrustées sur le cylindre peuvent entraîner une surchauffe dangereuse du moteur.

**⚠ AVERTISSEMENT: Ne faites jamais fonctionner la tronçonneuse si toutes les pièces ne sont pas correctement montées, notamment le couvercle du carter d'entraînement et le carter du démarreur. Dans la mesure où les pièces peuvent se casser et voler en éclat, faites réparer le volant-moteur et l'embrayage à un réparateur agréé.**



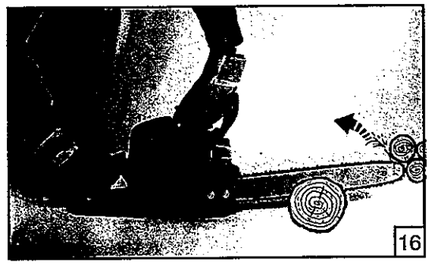
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## Bougie

Ce moteur utilise une bougie NGK BPMR8Y avec un espacement entre les électrodes de 0,5 mm (0,02 pouce) **(Fig. 92).** Remplacez-la par une bougie identique tous les six mois ou plus fréquemment si nécessaire.

**⚠ AVERTISSEMENT: Ne testez jamais le système d'allumage alors que le connecteur du câble d'allumage est débranché de la bougie ou si la bougie n'est pas montée dans son logement, au risque de produire un jaillissement d'étincelles non contrôlé qui peut entraîner un risque d'incendie. Une mauvaise connexion entre la borne de la bougie et le connecteur du câble d'allumage au niveau de la coiffe peut générer un arc électrique susceptible d'enflammer les vapeurs de carburant à l'origine d'un incendie.**

Utilisez exclusivement des bougies antiparasites de la gamme préconisée.
Les facteurs tels que:
- un excès d'huile dans le mélange de carburant;
- un filtre à air encrassé;


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- **Le phénomène de tirage** peut se produire lorsque la chaîne en mouvement rencontre un corps étranger dans le bois au niveau de la partie inférieure du guide-chaîne, entraînant l'arrêt soudain de la chaîne. Cet arrêt soudain a pour effet de propulser la tronçonneuse dans la direction opposée à l'opérateur, qui risque alors très facilement de perdre le contrôle de la machine.

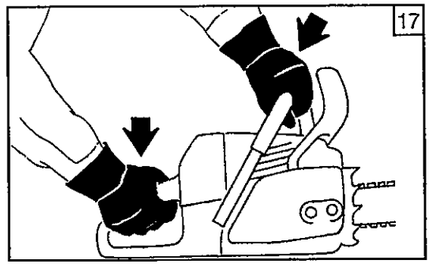
**Comment éviter l'effet de rebond par pincement:**
- Soyez particulièrement vigilant dans les situations où le matériau est susceptible de venir coincer l'extrémité supérieure du guide-chaîne ou venir stopper le mouvement de la chaîne.
- Ne coupez pas plus d'un rondin à la fois.
- Ne faites pas osciller la machine en retirant le guide-chaîne d'une entaille de coupe lors du débitage.

**Comment éviter le phénomène de tirage:**
- Entamez toujours votre coupe en mettant la pleine puissance du moteur et en plaquant le carter de la tronçonneuse contre la bille de bois.
- Utilisez des coins d'abattage en plastique ou en bois. N'utilisez jamais de coins en métal pour maintenir l'entaille ouverte.

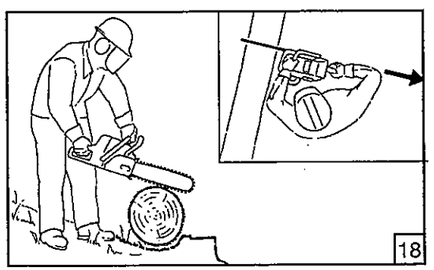
**Comment réduire le risque de rebond**

**⚠ Sachez toujours identifier les situations où le phénomène de rebond peut se produire. C'est par la connaissance des bases du principe du rebond que vous parviendrez à réduire l'effet de surprise souvent attribué aux accidents.**

- Ne laissez jamais la chaîne en mouvement venir au contact d'un objet au niveau de l'extrémité du guide-chaîne.
- Dégagez la zone de travail de tout objet encombrant, tel que les arbres, branches, rochers, haies, souches, etc. Retirez ou évitez tout objet susceptible de venir au contact de votre machine lors du tronçonnage d'une bûche ou d'une branche.
- Maintenez votre chaîne correctement affûtée et tendue. Une chaîne détendue ou émoussée accroît le risque de rebond. Suivez les instructions d'affûtage et d'entretien fournies par le fabricant. Contrôlez la tension de chaîne à intervalles réguliers, moteur coupé et jamais en fonctionnement. Vérifiez que les écrous de frein de chaîne sont serrés correctement après chaque tension de chaîne.
- Entamez et procédez à la coupe à plein régime. Le risque de rebond est d'autant plus élevé que la vitesse de la chaîne est faible.
- Ne coupez qu'un seul rondin à la fois.
- Faites particulièrement attention lorsque vous insérez à nouveau la chaîne dans une entaille débutée préalablement.
- Ne tentez pas d'entamer une coupe avec l'extrémité du guide-chaîne (coupe en plongée).
- Prenez garde aux rondins susceptibles de riper ou à toute autre force susceptible de refermer une entaille de coupe et de venir coincer ou chuter sur la chaîne.
- Utilisez des guide-chaîne et des chaînes équipés de dispositifs permettant de réduire l'effet de rebond spécifiés pour votre tronçonneuse.


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**Comment garder le contrôle (Fig.17-18)**
- Tenez fermement la tronçonneuse à deux mains lorsque le moteur tourne et ne la lâchez pas. En maintenant fermement la tronçonneuse, vous réduirez le risque de rebond et garderez le contrôler de la machine. Positionnez les doigts de votre main gauche sur la poignée avant et venez enserrer la poignée avec le pouce gauche par en dessous. Saisissez la poignée arrière de la main droite, que vous soyez droitier ou gaucher. Votre bras gauche doit être tendu et le coude bloqué.


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- Enserrez la poignée avant de la main gauche de telle façon qu'elle soit en ligne droite avec la main droite saisissant la poignée arrière lorsque vous effectuez une coupe de débitage. N'inversez jamais la position des mains quel que soit le type de coupe effectué.
- Tenez-vous sur vos deux pieds, le poids également réparti.
- Positionnez-vous légèrement sur la gauche de la tronçonneuse de façon à éviter que votre corps soit directement en ligne avec la chaîne.
- Ne vous penchez pas trop, sous peine de perdre l'équilibre et le contrôle de la machine.
- Ne travaillez jamais en plaçant la tronçonneuse en dessus de la hauteur d'épaules. Il est extrêmement difficile de maintenir le contrôle d'une machine placée au-dessus de la hauteur d'épaules.

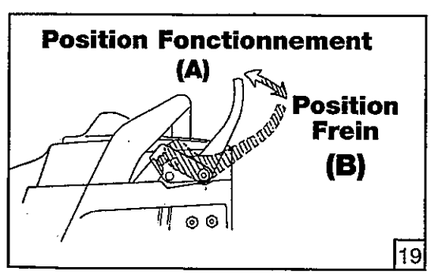
**Dispositifs de sécurité contre l'effet de rebond**

**AVERTISSEMENT: les dispositifs suivants sont fournis avec votre tronçonneuse et vous permettent de réduire le risque de rebond; toutefois, ces dispositifs ne suppriment pas totalement ce phénomène dangereux. En tant qu'utilisateur, ne vous fiez pas uniquement à ces dispositifs de sécurité. Vous devez respecter toutes les précautions et recommandations relatives à la sécurité et à l'entretien fournies par le présent manuel de façon à éviter l'effet de rebond ou tout autre phénomène susceptible d'entraîner de graves blessures.**

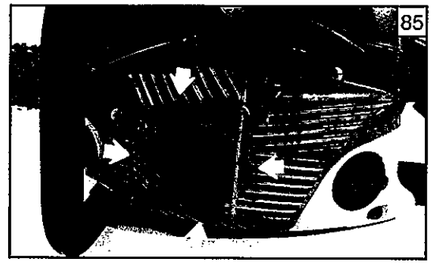
- Guide-chaîne à réduction de l'effet de rebond, équipé d'une extrémité à faible rayon permettant de réduire la zone de risque de rebond au niveau de l'extrémité du guide-chaîne. Il a été démontré que l'utilisation d'un guide-chaîne à réduction de l'effet de rebond permet de réduire façon significative le nombre et l'importance des rebonds lors d'essais effectués conformément aux exigences de sécurité relatives aux tronçonneuses thermiques définies par la norme ANSI B175.1 - 2000.
- Chaîne à effet rebond réduit, équipée d'un limiteur de profondeur profilé et d'un maillon de sécurité, déviant la force de rebond et permettant au bois de pénétrer graduellement dans le maillon-gouge. L'essai d'une chaîne à réduction de l'effet de rebond sur un échantillon significatif de tronçonneuses d'une cylindrée inférieure à 62,3 cm3 a prouvé la conformité d'un tel dispositif relativement aux normes anti-rebond définies par la norme ANSI B175.1 - 2000.
- Poignée avant, conçue pour réduire le risque de contact entre la chaîne et votre main, si celle-ci ripe de la poignée avant.
- La position des poignées avant et arrière, définie en fonction de la distance séparant l'une de l'autre et de l'alignement des deux poignées. L'écartement et l'alignement des deux poignées proposés par cette conception aident à maintenir l'équilibre et la résistance nécessaires pour contrôler la rotation de la machine en cas de rebond ramenant violemment la tronçonneuse vers l'opérateur.

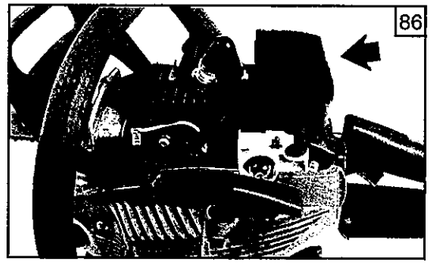
**Frein de chaîne**

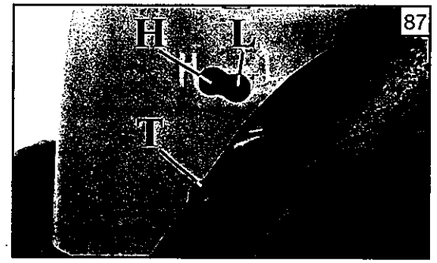
Les freins de chaîne sont conçus pour stopper rapidement la rotation de la chaîne. Lorsque le levier de frein de chaîne / protecteur de main est poussé vers le guide, la chaîne doit s'arrêter immédiatement. **Un frein de chaîne ne permet pas d'empêcher le rebond.**
La **Position Fonctionnement (A)** et **Position Frein (B)** sont illustrées sur la Fig.19.
Le frein de chaîne doit être nettoyé et testé quotidiennement. Procédez au nettoyage du frein de chaîne conformément aux instructions de la section Entretien-Frein de chaîne et procédez au test conformément aux instructions de la section Fonctionnement-Fonctionnement du frein de chaîne.



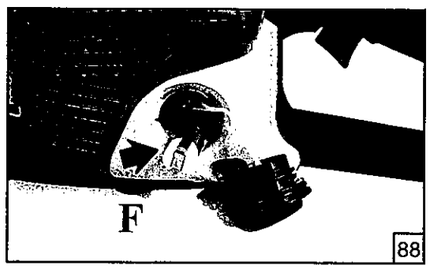
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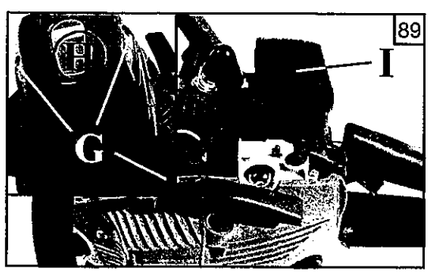

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- Rails fendillés ou cassés.
- Rails étirés.

En outre, les guide-chaîne équipés d'un pignon en leur pointe doivent être lubrifiés périodiquement à l'aide d'une seringue à huile afin de rallonger leur durée de vie.
Retournez le guide-chaîne et vérifiez que les orifices de lubrification **(T)** et la gorge de chaîne **(S)** sont exempts d'impuretés.

## Réglage du carburateur

Avant de procéder au réglage du carburateur, nettoyez les ouïes d'aération du couvercle de démarreur comme indiqué dans la Fig. 85, ainsi que le filtre à air comme indiqué dans la Fig. 86. Reportez-vous aux sections Fonctionnement-Démarrage de la machine et Entretien-Filtre à air pour de plus amples détails. Laissez chauffer le moteur avant de procéder au réglage du carburateur.
Ce moteur est conçu et fabriqué conformément aux réglementations de Phase 2 de l'EPA (Agence de protection de l'environnement). Le carburateur est réglé en usine et ne nécessite normalement aucun réglage. Ce modèle de carburateur ne permet que le réglage des aiguilles **"L"** (gicleur bas) et **"H"** (gicleur haut). Tout réglage doit être effectué par un service d'entretien agréé.
Ne forcez en aucun cas les aiguilles **"L"** (gicleur bas) et **"H"** (gicleur haut) hors de leur plage de réglage.

**AVERTISSEMENT: Un réglage incorrect des aiguilles "L" et "H" peut entraîner de graves dégâts au niveau du moteur. Ne forcez pas les aiguilles "L" et "H" hors de leur plage de réglage sous peine de rendre le moteur non conforme à la réglementation relative aux émissions polluantes.**

**Réglage du ralenti**

- Si le moteur démarre, tourne et accélère mais ne tient pas le ralenti, tournez la vis de réglage du ralenti **"T"** dans le sens des aiguilles d'une montre pour augmenter le ralenti (Fig. 87).
- Si la chaîne tourne au régime de ralenti, tournez la vis de réglage du ralenti **"T"** ans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continuer à tourner au régime de ralenti, contactez un service d'entretien agréé pour procéder au réglage et n'utilisez pas la machine tant que la réparation n'a pas été effectuée.

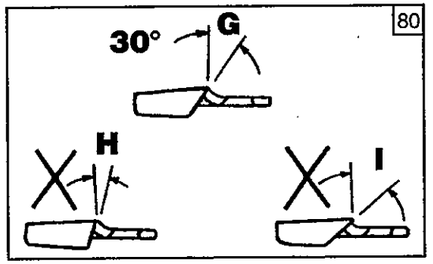
## Filtre à carburant

Contrôlez le filtre à carburant **(F, Fig. 88)** périodiquement. Remplacez-le s'il est contaminé ou endommagé.

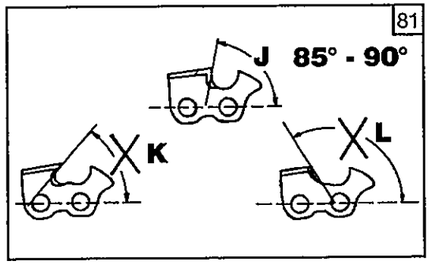
## Filtre à air

**AVERTISSEMENT: Ne nettoyez pas le filtre à air à l'essence ou avec tout autre produit inflammable afin d'éviter tout risque d'incendie ou de générer des vapeurs nocives.**

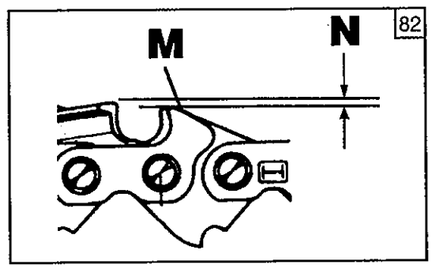
Dévissez les vis du couvercle **(G, Fig. 89)**, déposez le couvercle du filtre à air **(H)** et contrôlez le filtre à air **(I)** quotidiennement. Nettoyer à l'aide du dégraissant, laver à l'eau et souffler de l'air



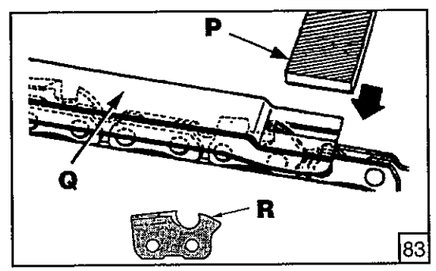
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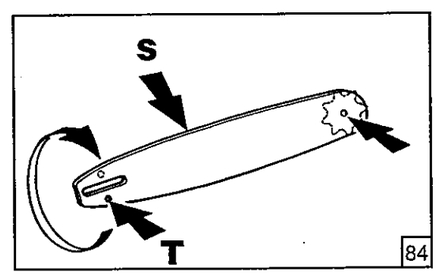
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82



83



84

**Angle des plaques supérieures**
Les porte-lime sont équipés de repères permettant d'aligner correctement la lime afin d'obtenir l'ANGLE DE PLAQUE SUPÉRIEURE correct (Fig. 80).
**G)** CORRECT- 30°
**H)** INFÉRIEUR À 30° - Pour débitage.
**I)** SUPÉRIEUR À 30°- Bord aminci, émoussage rapide.

**Angle des plaques latérales (Fig.81)**
**J)** CORRECT- 85° - 90°
Obtenu automatiquement lors de l'utilisation d'une lime de diamètre correct dans un porte-lime.
**K)** "CROCHET"- "Broutage" et émoussage rapide. Augmente le risque de **REBOND.**
Provient de l'utilisation d'une lime de diamètre insuffisant, ou d'une lime tenue trop bas.
**L)** DÉCLIVITÉ VERS L'ARRIÈRE- Nécessite un effort d'avancement trop important et entraîne une usure excessive du guide et de la chaîne.
Provient de l'utilisation d'une lime de diamètre trop important, ou d'une lime tenue trop haut.

**Réglage du limiteur d'épaisseur**
1. La hauteur **(N, Fig.82)** du limiteur d'épaisseur **(M)** doit être comprise entre 0,5 mm (0,020 po.) et 0,6 mm (0,024 po.). Utilisez une cale d'épaisseur pour contrôler la hauteur des limiteurs d'épaisseur.
2. Contrôlez la hauteur des limiteurs d'épaisseur à chaque affûtage de la chaîne.

**Utilisez une lime plate et une dégauchisseuse pour limiteur d'épaisseur pour rabaisser uniformément tous les limiteurs (Fig.83).**
**P)** LIME PLATE
**Q)** DÉGAUCHISSEUSE POUR LIMITEURS D'ÉPAISSEUR
Les dégauchisseuses pour limiteurs d'épaisseur sont disponibles en dimensions 0,5 mm à 0,9 mm (0,020 à 0,035 pouce). Après avoir rabaissé la hauteur de chacun des limiteurs d'épaisseur, restituez la forme initiale en arrondissant l'avant **(R)**. Veillez à ne pas endommager les maillons-guides adjacents avec le bord de la lime.

**MISE EN GARDE: Après affûtage, nettoyez soigneusement la chaîne, éliminez les copeaux de limage ou la poussière de rectification. Lubrifiez soigneusement la chaîne.**

## Entretien du guide-chaîne

Après chaque journée d'utilisation, retournez le guide-chaîne sur la tronçonneuse de façon à répartir équitablement l'usure et rallonger la durée de vie du guide-chaîne (voir Fig.84). Nettoyez le guide-chaîne quotidiennement en fin de journée de travail et contrôlez son état et son niveau d'usure.
L'amincissement ou l'écrasement au niveau des rails du guide est un processus normal d'usure du guide-chaîne. De tels défauts doivent être rectifiés à la lime ou à la pierre dès qu'ils apparaissent.
**Remplacez le guide-chaîne s'il présente les défauts suivants:**
- Usure à l'intérieur des rails du guide-chaîne laissant passer la chaîne de chaque côté.
- Guide-chaîne tordu.

**AVERTISSEMENT : Même s'il est entretenu correctement, le fonctionnement correct du frein de chaîne sur le terrain ne peut être garanti.**

**AVERTISSEMENT : EN AUCUN CAS, NOUS NE GARANTISSONS, ET VOUS NE DEVEZ CONSIDÉRER, QUE LE FREIN DE CHAÎNE VOUS PROTÉGERA EN CAS DE REBOND. NE VOUS FIEZ PAS EXCLUSIVEMENT AUX DISPOSITIFS ÉQUIPANT VOTRE MACHINE. IL VOUS INCOMBE D'UTILISER LA MACHINE CORRECTEMENT ET AVEC PRÉCAUTION AFIN D'ÉVITER TOUT RISQUE DE REBOND.**

**Guide-chaîne et chaîne à réduction de l'effet rebond**
Équipements recommandés, les guide-chaîne et chaînes à réduction de l'effet rebond réduisent le risque et l'importance du rebond. Votre tronçonneuse est équipée en série de ces dispositifs. Toute réparation du frein de chaîne doit être exclusivement réalisée par un réparateur agréé. Rapportez votre machine sur le lieu d'achat ou chez le réparateur agréé le plus proche.

**AVERTISSEMENT : L'angle de rebond calculé (CKA) indiqué sur votre tronçonneuse ainsi que dans le tableau d'angles de rebond calculés ci-dessous correspond à l'angle de rebond de l'ensemble guide-chaîne et chaîne testé conformément aux normes édictées par la CSA (Agence de normalisation canadienne) et les normes ANSI. Lors de l'achat d'un guide-chaîne et d'une chaîne de remplacement, les valeurs inférieures d'angles de rebond calculés indiquées ci-dessous doivent être préférées. En effet, les valeurs plus faibles d'angles de rebond calculé correspondent à des angles plus sûrs pour l'utilisateur, et les valeurs plus élevées indiquent un angle plus important et des forces de rebond plus importantes. Les angles calculés indiqués représentent l'énergie totale et l'angle associé sans actionnement du frein de chaîne en cas de rebond. L'angle activé correspond à la durée d'arrêt de la chaîne par rapport à l'angle d'activation du frein de chaîne et de l'angle résultant de la tronçonneuse. Dans tous les cas, les valeurs les plus faibles d'angle de rebond calculé correspondent à un environnement de travail plus sûr pour l'opérateur. Les combinaisons suivantes de guide-chaîne et de chaînes utilisées sur les tronçonneuses indiquées dans le présent manuel sont conformes aux normes ANSI B175.1. L'utilisation de combinaisons guide-chaîne/chaînes autres que celles indiquées n'est pas recommandée et peut ne pas être conforme aux normes en matières d'angle de rebond calculé.**

**AVERTISSEMENT : N'équipez pas vote tronçonneuse Efco d'un guide-chaîne arqué. Le risque de rebond est accrû avec l'utilisation d'un guide-chaîne arqué du fait de l'augmentation de la zone de contact de rebond.**

**Combinaisons guide-chaîne/chaînes recommandées**

| Modèle | Longueur Guide-chaîne | Oregon ref. Guide-chaîne | Pas Chaîne | Quantité Maillon Jonction | Oregon ref. Chaîne | CKA sans Frein de Chaîne |
|---|---|---|---|---|---|---|
| MT 3500 | 14" | 140RCEA041 | 3/8" x .050" | 52 | 91 P - 52 E | MAX 45° |
| MT 3500 | 16" | 160RCEA041 | 3/8" x .050" | 57 | 91 P - 57 E | MAX 45° |

**AVERTISSEMENT: Il est possible que les angles calculés par ordinateur de la section 5.11 de la norme ANSI B 175.1 – 2000 n'aient aucune relation avec les angles de rotation de rebond effectifs obtenus en situations réelles de tronçonnage.**
**En outre, les dispositifs conçus pour réduire les blessures liées au phénomène de rebond peuvent perdre en efficacité lorsque leur état ne correspond plus à leur état initial, particulièrement si leur entretien n'a pas été correctement effectué.**
**La conformité à la section 5.11 de la norme ANSI B 175.1 – 2000 ne signifie pas obligatoirement que dans les conditions réelles de rebond, le guide et la chaîne tourneront de 45°.**

## Mesures de précaution pour réduire les risques liés aux vibrations

- La tronçonneuse est équipée d'un système anti-vibrations (AV) ; ne le modifiez jamais.
- Portez des gants et tenez vos mains au chaud.
- Tenez toujours la chaîne affûtée et effectuez correctement l'entretien de la tronçonneuse, notamment le système AV. Une chaîne émoussée rallonge le temps de coupe, et le fait d'introduire une chaîne émoussée dans une bille de bois augmente les vibrations transmises directement aux mains.
- Maintenez fermement la tronçonneuse sans pour cela "écraser" les poignées en continu; faites de fréquentes pauses. Toutes les mesures de précautions citées ci-dessus ne garantissent pas que vous ne souffrirez pas du syndrome des doigts morts ou canal carpien. Par conséquent, il est fortement recommandé aux utilisateurs réguliers de surveiller l'état de leurs mains et de leurs doigts. En cas d'apparition de l'un des symptômes précédemment cités, consultez immédiatement un médecin.

## Précaution d'entretien

**AVERTISSEMENT: n'utilisez jamais une tronçonneuse endommagée, mal réglée, ou mal/ partiellement montée.**

- Vérifier que la chaîne s'arrête lorsque vous relâchez la gâchette des gaz. Si la chaîne se déplace au régime de ralenti, il est peut-être nécessaire de procéder au réglage du carburateur ; Voir la section Fonctionnement-Réglage du carburateur. Si la chaîne se déplace toujours après réglage du carburateur, contactez un réparateur agréé pour effectuer les réglages et n'utilisez plus la machine tant que la réparation n'a pas été effectuée.

**AVERTISSEMENT : Hormis les instructions d'entretien fournies par le Manuel de l'opérateur, toutes les autres procédures d'entretien de la tronçonneuse doivent être effectuées par un personnel de maintenance qualifié. (En cas d'utilisation d'outils non appropriés pour le démontage du volant-moteur ou de l'embrayage, ou pour le maintien du volant-moteur en vue du démontage de l'embrayage, le volant-moteur peut subir des dégâts structurels à l'origine de son éclatement pouvant causer de graves blessures).**

- Ne modifiez en aucune façon les caractéristiques de votre tronçonneuse.
- Tenez vos mains au sec, propres et exemptes d'huile ou de carburant.

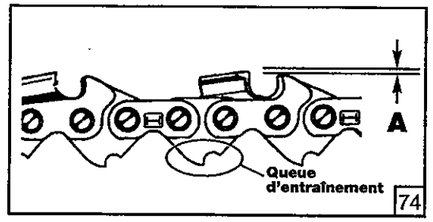
**AVERTISSEMENT: Utilisez exclusivement des accessoires et des pièces de rechange préconisés.**

- Ne touchez jamais la chaîne ou n'effectuez jamais l'entretien lorsque le moteur tourne.
- N'utilisez jamais le carburant pour le nettoyage.
- Entreposez la tronçonneuse dans un endroit sec et non directement sur le sol, avec le couvre-chaîne monté et les réservoirs vides.
- Si votre tronçonneuse n'est plus utilisable, mettez-la au rebut de façon appropriée en respectant l'environnement, en la retournant notamment à votre distributeur qui se chargera de sa mise au rebut dans le respect de la réglementation.
- Remplacez immédiatement tout dispositif de sécurité endommagé ou cassé.

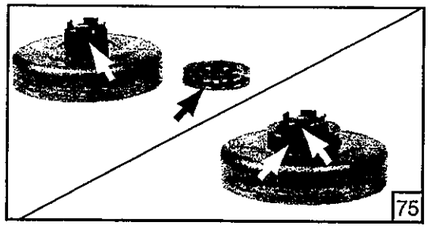
**AVERTISSEMENT : le silencieux ainsi que d'autres pièces du moteur (notamment les ailettes du cylindre, la bougie d'allumage) atteignent des températures très élevées en fonctionnement et après arrêt de la machine. Afin de réduire les risques de brûlure, ne touchez pas le silencieux ou les autres pièces lorsqu'elles sont encore chaudes.**

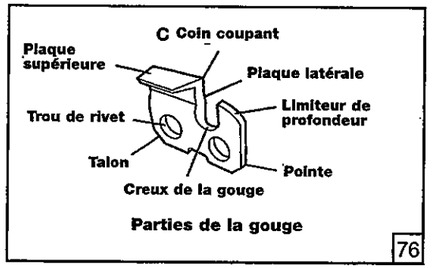




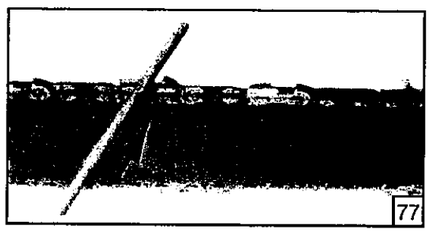


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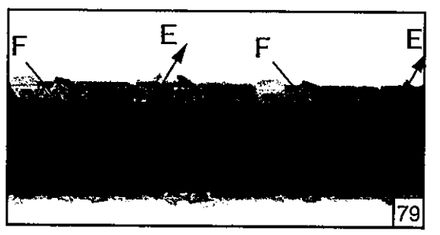

75



Parties de la gouge
76


77


78



79

## Entretien de la chaîne

Utilisez exclusivement une chaîne à double limiteur d'épaisseur et à rebond réduit sur cette tronçonneuse. Cette chaîne à coupe rapide se caractérise par une réduction de l'effet rebond lorsqu'elle est entretenue correctement.
Pour obtenir une coupe rapide et en souplesse, il est nécessaire d'entretenir correctement la chaîne à limiteur d'épaisseur. Cette chaîne nécessite un affûtage lorsque les copeaux de bois sont petits ou pulvérulents, lorsqu'il est nécessaire d'exercer une force sur la bille de bois pour enfoncer la chaîne, ou lorsque la chaîne coupe sur le côté. Prenez en compte les éléments suivants pour l'entretien de votre chaîne:

1. Un angle d'attaque frontale incorrecte de la plaque latérale peut accroître le risque d'un important effet de rebond.
2. Épaisseur du copeau (limiteur de profondeur) **(A, Fig. 74)**: Trop importante, augmente le risque de rebond ; insuffisante, réduit la capacité de coupe.
3. Si les gouges ont heurté des objets durs tels que des clous ou des pierres, ou si elles ont été élimées par de la boue ou du sable présent dans le bois, faites affûter la chaîne par un service d'entretien agréé.
4. Dans de rares circonstances, les tenons d'entraînement peuvent s'évaser, empêchant la chaîne de tourner librement. Remplacez la chaîne si nécessaire.

**REMARQUE:** Inspectez l'état et le niveau d'usure du pignon à flasques lors du remplacement de la chaîne. En cas de signes d'usure ou d'endommagements au niveau des zones indiquées dans la Fig.75, faites remplacer le pignon à flasques par un réparateur agréé.

**Affûtage des gouges (Fig.76)**
Veillez à affûter toutes les gouges aux angles spécifiés et à la même longueur, car la caractéristique de coupe rapide ne peut être assurée que si toutes les gouges sont uniformes.

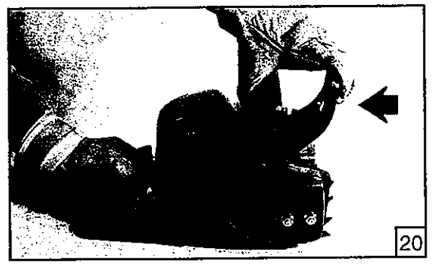
1. Portez des gants de protection. Tendez suffisamment la chaîne de sorte qu'elle n'oscille pas. Procédez à l'affûtage au niveau du centre du guide-chaîne. Voir la section Fonctionnement-Tension de la chaîne.
2. Utilisez une lime ronde de diamètre 3/16" et un porte-lime.
3. Tenez la lime de niveau avec la plaque supérieure de la dent, comme indiqué dans la Fig. 77. Ne laissez pas la lime plonger ou osciller.
4. En exerçant une pression légère mais ferme, limez en direction du coin avant de la dent, comme indiqué dans la Fig. 78. Soulevez la lime de la gouge à chaque retour de lime.
5. Mettez quelques fermes coups de limes sur toute la dent. Limez toutes les gouges dont le tranchant est situé côté gauche **(E, Fig. 79)** dans un seul sens. Passez ensuite aux gouges dont le tranchant se situe côté droit et limez **(F)** dans le sens opposé. Éliminez de temps en temps les copeaux de la lime à l'aide d'une brosse métallique.

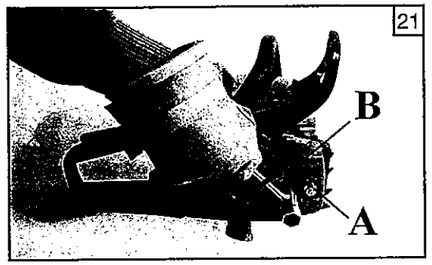
**MISE EN GARDE: Une chaîne émoussée ou mal affûtée peut entraîner un régime excessif du moteur lors de la coupe, et sévèrement endommager le moteur.**

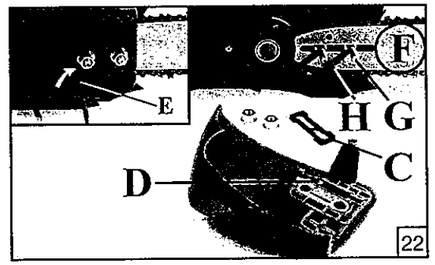
**AVERTISSEMENT: Le respect des angles et des dimensions spécifiés ci-dessous et absolument essentiel. Si la chaîne est mal affûtée, et tout particulièrement si le limiteur d'épaisseur est trop profond, le risque de rebond est accrû, ainsi que le risque de blessures.**
**Le fait de ne pas remplacer ou réparer une chaîne endommagée peut être à l'origine de graves blessures.**
**La chaîne est extrêmement affûtée; portez en permanence des gants de protection lorsque vous effectuez l'entretien de la chaîne.**

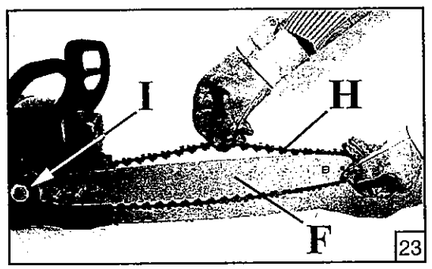
## Tableau d'entretien

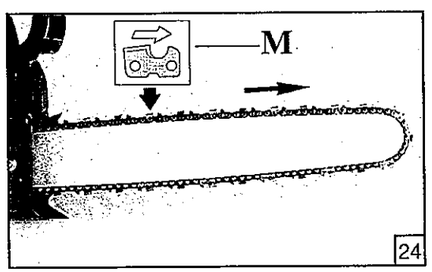
| Veuillez noter que les intervalles d'entretien suivant s'appliquent exclusivement à une utilisation en conditions normales. Rapprochez ces intervalles en conséquence si votre travail quotidien implique un fonctionnement plus long dans des conditions de coupe sévères. | | Avant chaque utilisation | Après chaque arrêt pour ravitaillement | Quotidiennement après le travail | Une fois par semaine | Une fois par mois | Si endommagée ou défectueuse | Selon besoins |
|---|---|---|---|---|---|---|---|---|
| Intégralité de la tronçonneuse | Inspection (fuites, craquelures et niveau d'usure) | X | X | | | | | |
| | Nettoyage | | | X | | | | |
| Commandes (interrupteur d'allumage, levier d'étrangleur, gâchette des gaz, gâchette de blocage des gaz) | Contrôle du fonctionnement | X | X | | | | | |
| Frein de chaîne | Contrôle du fonctionnement | X | X | | | | | |
| | Nettoyage et graissage | | | | X | | | |
| | Contrôle par le distributeur | | | | | | X | X |
| Réservoir de carburant | Inspection (fuites, craquelures et niveau d'usure) | X | X | | | | | |
| | Nettoyage | | | | | X | | |
| Réservoir d'huile | Inspection (fuites, craquelures et niveau d'usure) | X | X | | | | | |
| | Nettoyage | | | | | X | | |
| Filtre à carburant | Inspection | | | | X | | | |
| | Nettoyage, remplacement de la cartouche filtrante | | | | | | X | Tous les 6 mois |
| Lubrification de la chaîne | Contrôle de la sortie | X | X | | | | | |
| Chaîne | Inspection (dégâts, affûtage et niveau d'usure) | X | X | | | | | |
| | Contrôle de la tension | X | X | | | | | |
| | Affûtage (Contrôle de l'indicateur de profondeur) | | | | | | X | X |
| Guide-chaîne | Inspection (dégâts et niveau d'usure) | X | X | | | | | |
| | Nettoyage de la rainure du guide et des passages d'huile | X | | | | | | |
| | Rotation | | | | X | | | |
| | Graissage du pignon de renvoi | | | | X | | | |
| | Ébavurage | | | | X | | | |
| | Remplacement | | | | | | X | X |
| Pignon à flasques | Inspection (dégâts et niveau d'usure) | | | | X | | | Remplacer par la nouvelle chaîne |
| Tambour d'embrayage | Inspection (dégâts et niveau d'usure) | | | | X | | | |
| | Remplacement | | | | | | X | |
| Attrape-chaîne | Inspection (dégâts et niveau d'usure) | X | X | | | | | |
| | Remplacement | | | | | | X | X |
| Pare-étincelles (au niveau du silencieux) | Inspection (dégâts et niveau d'usure) | | | | X | | | |
| | Nettoyage ou replacement | | | | | | X | X |
| Toute la visserie accessible (sauf vis de réglage) | Inspection | X | | | | | | |
| | Resserrage | | | | X | | | |
| Filtre à air | Nettoyage | X | | | | | | X |
| | Replacement | | | | | | X | Tous les 6 mois |
| Ailettes de cylindre | Nettoyage | | | | | X | | |
| Prises d'air du système de démarrage | Nettoyage | | | X | | | | |
| Corde de lanceur | Inspection (dégâts et niveau d'usure) | | | | X | | | |
| | Replacement | | | | | | X | |
| Carburateur | Contrôle du ralenti (la chaîne ne doit pas tourner au régime de ralenti) | X | X | | | | | |
| Bougie | Contrôle de l'écartement entre les électrodes | | | | | X | | |
| | Remplacement | | | | | | X | Tous les 6 mois |
| Amortisseurs de vibrations | Inspection (dégâts et niveau d'usure) | | | | X | | | |
| | Remplacement par le distributeur | | | | | | X | X |




## Montage du guide-chaîne et de la chaîne

**AVERTISSEMENT: Contrôlez fréquemment la tension de la chaîne lorsque vous utilisez la tronçonneuse. Ne touchez ou ne réglez jamais la chaîne lorsque le moteur tourne. La chaîne est extrêmement affûtée; portez en permanence des gants de protection lorsque vous effectuez l'entretien de la chaîne.**

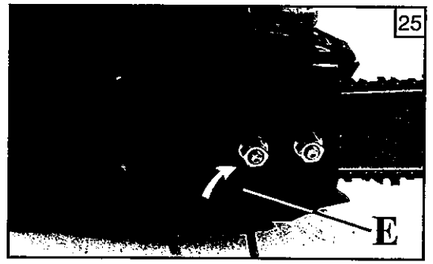
1. Vérifiez que le frein de chaîne n'est pas appliqué en tirant le levier de frein de chaîne / protecteur de main vers la poignée avant comme indiqué dans la Fig. 20. Voir les sections Sécurité-Frein de chaîne et Fonctionnement-Frein de chaîne pour de plus amples informations.
2. Retirez les deux (2) écrous de guide-chaîne **(A, Fig. 21)** et le couvercle d'embrayage **(B)**.
3. **Retirez et jetez l'entretoise de transport en plastique (C, Fig. 22) montée sur les goujons du guide-chaîne en lieu et place du guide pour le transport.**
4. Réglez la goupille de tension de chaîne **(D)** à fond vers la bande de frein en tournant la vis de tension de chaîne **(E)** dans le sens inverse des aiguilles d'une montre comme indiqué dans l'insert de la Fig. 22.
5. Le guide-chaîne **(F)** st équipé d'une fente dans laquelle se montent les goujons pour guide-chaîne **(G)**. Il est également équipé de deux orifices pour la goupille de tension de chaîne **(H)** et de deux orifices de graissage, un de chaque côté. Le guide-chaîne est réversible et l'un ou l'autre orifice pour goupille de tension de chaîne peut être utilisé indifféremment.
6. Monter le guide-chaîne **(F)** sur les goujons **(G)** comme indiqué dans la Fig. 22.
7. Insérer le guide-chaîne **(F)** dans la boucle de chaîne **(H)** comme indiqué dans la Fig. 23. Les gouges sur la partie supérieure du guide-chaîne doivent être orientées vers l'extrémité avant du guide, dans le sens de rotation de la chaîne. Voir l'insert (M) de la Fig. 24.
8. Passer la chaîne **(H)** sur le pignon à flasques **(I)** puis dans la rainure du guide-chaîne.

**MISE EN GARDE: Le pignon à flasques, le tambour d'embrayage, le guide-chaîne et la chaîne peuvent être sérieusement endommagés sir la chaîne n'est pas correctement insérée dans le pignon à flasques.**

9. Remontez le couvercle d'embrayage **(B)**. Tournez la vis de tension de chaîne **(E)** dans le sens des aiguilles d'une montre (comme indiqué dans la Fig. 25, page 50) jusqu'à ce que la goupille de tension de chaîne **(D)** se loge dans l'orifice de goupille de tension de chaîne **(H)**. Montez les deux écrous de guide-chaîne **(A)**. Serrez-les à la main. Le guide-chaîne doit pouvoir se déplacer librement pour le réglage de la tension.

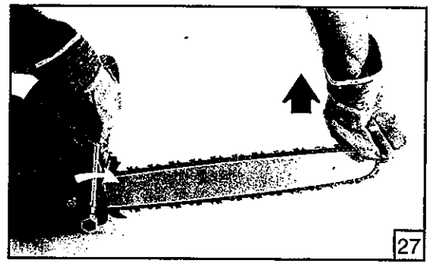
**MISE EN GARDE: La tronçonneuse subira de graves dégâts lors du remontage du couvercle d'embrayage si la goupille de tension de chaîne n'est pas correctement logée dans l'orifice de goupille de tension de chaîne.**

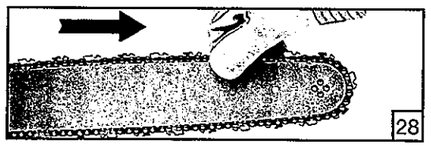
**REMARQUE: Si le couvercle d'embrayage ne s'insère pas librement, vérifiez que le frein de chaîne n'est pas appliqué. Pour désengager le frein de chaîne alors que le couvercle d'embrayage est déposé, saisissez le couvercle d'embrayage comme indiqué dans la Fig. 20 et tirez le levier de frein de chaîne / protecteur de main vers l'arrière.**



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10. Éliminez tout jeu au niveau de la chaîne en tournant la vis de tension de chaîne **(E)** dans le sens des aiguilles d'une montre, en vérifiant que la chaîne est bien logée dans la rainure du guide-chaîne lors du réglage de la tension (Voir Fig. 25).
11. Soulevez la partie supérieure du guide-chaîne pour vérifier le jeu (Voir Fig. 26). Relâchez la partie supérieure du guide-chaîne et tourner la vis de tension de chaîne **(E)** d'un demi-tour dans le sens des aiguilles d'une montre. Répétez cette procédure jusqu'à suppression de tout jeu.
12. Maintenez l'extrémité du guide-chaîne et serrez les écrous de guide comme indiqué dans la Fig. 27.
13. La chaîne est tendue correctement lorsque la partie inférieure du guide-chaîne ne présent aucun jeu; la chaîne est relativement serrée mais peut être tournée à la main sans contrainte (Voir Fig. 28). Vérifiez que le frein de chaîne n'est pas appliqué.

**REMARQUE: Si la chaîne est montée trop serrée, elle ne pourra tourner. Desserrez légèrement les écrous de guide-chaîne et tournez la vis de réglage d'un quart de tour dans le sens inverse des aiguilles d'une montre. Soulevez l'extrémité du guide-chaîne et resserrez les écrous.**

**AVERTISSEMENT: Contrôlez fréquemment la tension de la chaîne lorsque vous utilisez la tronçonneuse. Ne touchez ou ne réglez jamais la chaîne lorsque le moteur tourne. La chaîne est extrêmement affûtée; portez en permanence des gants de protection lorsque vous effectuez l'entretien de la chaîne.**

**AVERTISSEMENT: La chaîne de rechange doit posséder des caractéristiques de rebond identiques, voire inférieures à la chaîne d'origine.**

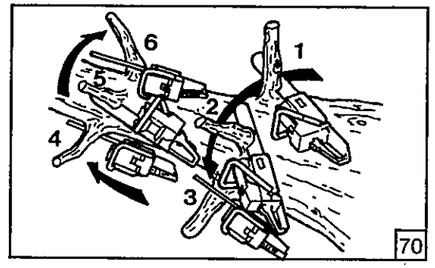
**AVERTISSEMENT: Si la tronçonneuse est utilisée avec une chaîne détendue, celle-ci peut échapper du guide-chaîne et entraîner de graves blessures.**

**AVERTISSEMENT: Ne démarrez jamais la tronçonneuse alors que le couvercle de pignon est desserré.**

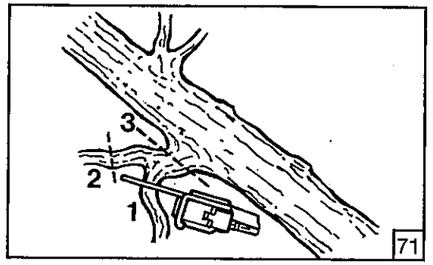




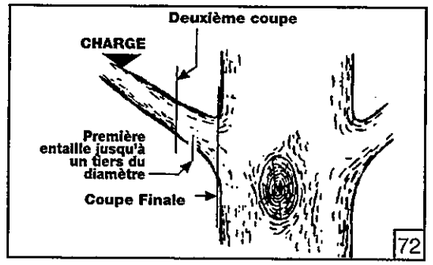




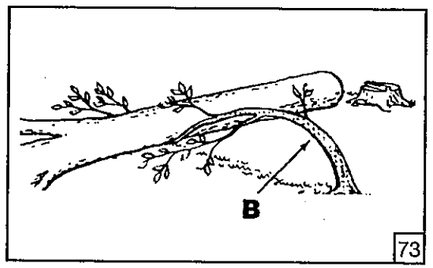
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**Opération d'ébranchage (Fig. 70-71)**

- Procédez toujours à l'ébranchage après que l'arbre a été abattu. C'est à cette condition que l'ébranchage peut être effectué correctement et en toute sécurité.
- Laissez les plus grosses branches sous l'arbre abattu de telle sorte qu'elles supportent l'arbre pendant votre travail.
- Commencez de la base vers la cime de l'arbre abattu, en coupant les rameaux et les branches maîtresses. Coupez les petits rameaux en une seule passe.
- Gardez le tronc entre vous et la chaîne. Procédez à la coupe depuis le côté de l'arbre opposé à la branche que vous tronçonnez.
- Supprimez les branches de support les plus grosses en employant la technique de coupe décrite dans la section DÉBITAGE SANS SUPPORT.
- Coupez toujours les rameaux et les petites branches en suspens par le dessus. Une coupe par en dessous peut faire chuter les branches et coincer la tronçonneuse.

**Opération d'élagage (Fig.72)**

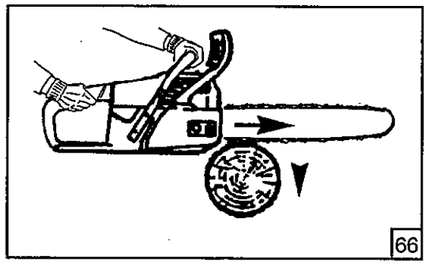
- Pour l'élagage, il est important de ne pas effectuez la coupe à ras à proximité de la branche maîtresse ou du tronc avant d'avoir coupé une partie de la branche de façon à réduire le poids. Cela permet d'éviter d'arracher l'écorce au niveau du membre principal.
- Coupez tout d'abord le premier tiers de la branche par le bas, puis le restant de la branche par le haut de façon à faire tomber la branche.
- Vous pouvez à présent passer à la finition en procédant à la coupe à ras du membre principal soigneusement et proprement, de telle sorte que l'écorce recouvrira la cicatrice.

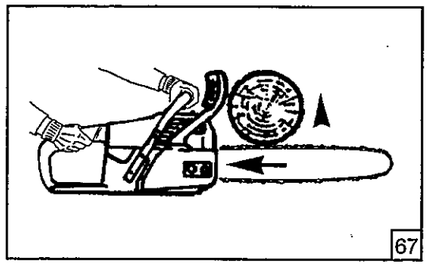
**AVERTISSEMENT: Si le branche à élaguer se trouvent au-dessus de la hauteur de poitrine, faites intervenir un professionnel pour l'opération.**

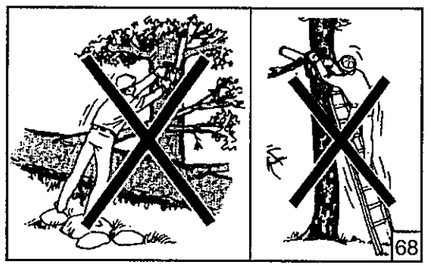
**"Fouets"**

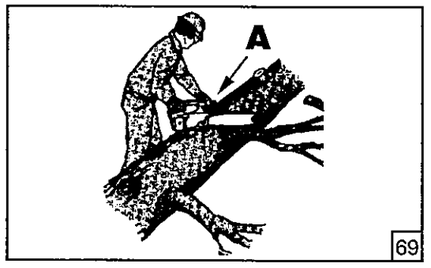
Un "fouet" (ou perche) **(B, Fig.73)** désigne un rondin, une branche, une souche racinée ou un jeune arbre pliée sous la tension d'une autre bille de bois, de telle façon que le membre en tension a un effet de retour élastique si on coupe ou retire la bille le maintenant. Sur un arbre abattu, une souche racinée a un gros potentiel de retour élastique en position verticale lors du débitage permettant de séparer le rondin de la souche. Méfiez-vous des "fouets". Ils sont potentiellement dangereux.

**AVERTISSEMENT: Les "fouets" sont dangereux et peuvent venir heurter l'opérateur, entraînant une perte de contrôle de la tronçonneuse. De graves blessures, voire la mort, peuvent en découler.**


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**Méthodes de coupes utilisées**
**Débitage par le haut (Fig. 66)**
Commencez par la face supérieure du rondin en plaçant la face inférieure de la tronçonneuse contre le rondin ; exercez une légère pression vers le bas.

**Débitage par le bas (Fig. 67)**
Commencez par la face inférieure du rondin en plaçant la face supérieure de la tronçonneuse contre le rondin ; exercez une légère pression vers le haut. La tronçonneuse a tendance à revenir dans votre direction lorsque vous effectuez une coupe par le bas. Soyez préparé à cette réaction et maintenez la tronçonneuse fermement afin de garder le contrôle.

**AVERTISSEMENT: Ne retournez jamais la tronçonneuse pour le débitage par le bas. Il n'est pas possible de contrôler la tronçonneuse dans une telle position. Effectuez toujours la première entaille de débitage sur le côté du rondin en compression. Le côté du rondin en compression correspond à la zone où se concentre la pression du poids du rondin.**

## Ébranchage et élagage

**AVERTISSEMENT: Soyez vigilant et méfiez-vous de l'effet de rebond. Évitez que la chaîne en mouvement ne touche d'autres branches ou objets au niveau de la pointe du guide-chaîne lors des opérations d'ébranchage ou d'élagage. Tout contact peut entraîner de graves blessures.**

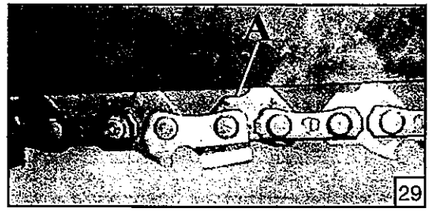
- Travaillez sans précipitation, en maintenant fermement et correctement vos deux mains sur la tronçonneuse. Gardez une bonne assise et un bon équilibre **(Fig. 68).**
- Pour l'ébranchage, le tronc doit se trouver entre vous et la chaîne **(A, Fig. 69).** Procédez à la coupe depuis le côté de l'arbre opposé à la branche que vous tronçonnez.
- N'utilisez pas la tronçonneuse sur une échelle ; cela est extrêmement dangereux **(Fig. 68).** Laissez agir des professionnels dans de pareilles situations.
- Ne coupez pas au-dessus dans la hauteur de poitrine, car il est toujours plus difficile de contrôler une tronçonneuse placée en hauteur en cas de rebond.
- Méfiez-vous de l'effet de retour élastique. Prenez garde aux branches pliées ou sous pression. Évitez d'être heurté par la branche ou la tronçonneuse au moment où la tension des fibres du bois est relâchée.
- Maintenez la zone de travail dégagée. Évacuez fréquemment les branches afin d'éviter de trébucher contre elles.

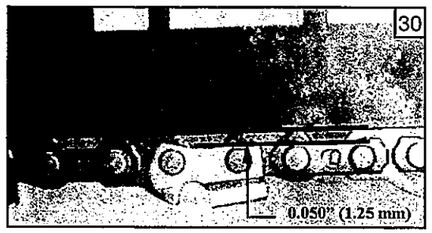
**AVERTISSEMENT : Ne grimpez jamais sur un arbre pour effectuer l'ébranchage ou l'élagage. Ne vous tenez pas sur une échelle, ou un rondin, ou dans toute position susceptible de vous faire perdre l'équilibre et le contrôle de la tronçonneuse.**



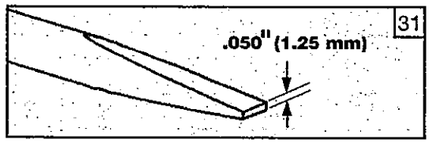




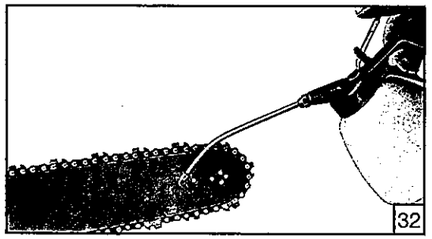

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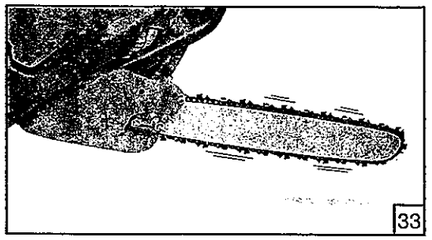


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## Tension de la chaîne

**AVERTISSEMENT: Ne touchez ou ne réglez jamais la chaîne alors que le moteur tourne. La chaîne est extrêmement affûtée ; portez en permanence des gants de protection lorsque vous effectuez l'entretien de la chaîne.**

1. **Coupez le moteur avant de procéder au réglage de la tension de chaîne.** Desserrez légèrement les écrous de guide-chaîne, tournez la vis de tension de chaîne **dans le sens des aiguilles d'une montre** pour tendre la chaîne. Voir la section Montage-Montage du guide-chaîne et de la chaîne. Resserrez les écrous de guide-chaîne. Une chaîne à froid est tendue correctement lorsque la partie inférieure du guide-chaîne ne présent aucun jeu; la chaîne est relativement serrée mais peut être tournée à la main sans contrainte.
   Reportez-vous au paragraphe 3 pour ce qui concerne une chaîne chaude.
2. La chaîne doit être tendue lorsque les méplats **(A)** sur les tenons des maillons-guides sortent de la rainure du guide-chaîne. Voir Fig. 29.
3. En fonctionnement normal, la température de la chaîne augmente. Les tenons des maillons-guides d'une chaîne tendue correctement doivent dépasser d'environ 1,25 mm de la rainure du guide-chaîne. Voir Fig. 30. Afin de déterminer la tension correcte d'une chaîne chaude, il est possible d'utiliser l'extrémité d'une clé mixte (Fig. 31) comme indicateur.

**MISE EN GARDE: Une chaîne tendue alors qu'elle est chaude peut être trop serrée lorsqu'elle refroidit. Contrôlez la "tension à froid" avant une utilisation ultérieure.**

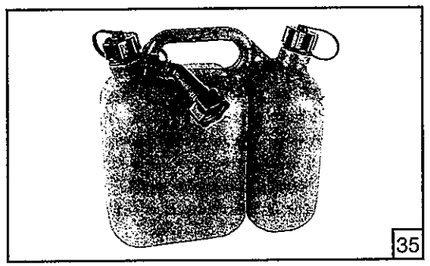
**MISE EN GARDE: Une chaîne neuve doit être retendue plus fréquemment qu'une chaîne déjà utilisée à plusieurs reprises.**

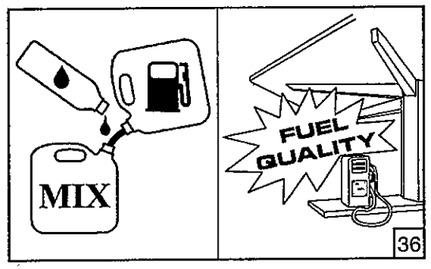
## Rodage de la chaîne

**Les chaînes neuves ont tendance à s'étirer et doivent être tendues fréquemment.** Soulevez la chaîne hors de la rainure du guide-chaîne et lubrifiez la rainure (Voir Fig. 32). Placez la tronçonneuse sur un morceau de carton ou de contreplaqué. Démarrez la tronçonneuse (Voir la section Fonctionnement-Démarrage du moteur) et laissez-le tourner à régime modéré pendant une (1) minute environ. **Coupez le moteur.** Contrôlez le bon fonctionnement de la pompe à huile. Le morceau de carton doit recueillir l'excès d'huile de la chaîne en rotation si la pompe à huile fonctionne correctement (Voir Fig. 33). Réglez la tension de chaîne (Voir la section Fonctionnement-Tension de chaîne). Redémarrez la tronçonneuse et effectuez quelques coupes sur un rondin de façon à chauffer la chaîne. Coupez le moteur et réglez à nouveau la chaîne. Répétez cette procédure jusqu'à ce que la chaîne conserve un réglage de tension à chaud correct, comme indiqué dans la Fig. 30 de la section Fonctionnement-Tension de la chaîne. **Ne touchez jamais le sol avec la chaîne.**

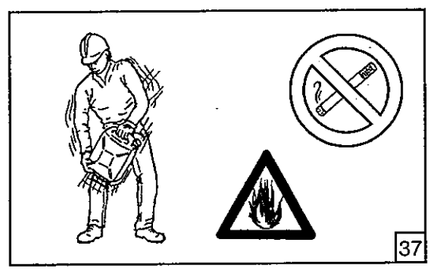


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## Crampon de débitage

**AVERTISSEMENT: Votre tronçonneuse est équipée d'un crampon de débitage (A, Fig.34). Ce crampon de débitage est extrêmement affûté et peut entraîner des blessures. Soyez extrêmement vigilant lorsque vous intervenez à proximité du crampon de débitage.**

**AVERTISSEMENT: Le démontage du crampon de débitage entraîne une non-conformité de la tronçonneuse avec la norme SAE J335 ainsi que d'autres normes. Voir la section Sécurité-Réglementations nationales et locales.**

## Alimentation en carburant (Interdiction de fumer!) (Fig. 37)

Ce produit est équipé d'un moteur deux temps et nécessite un mélange préalable d'essence et d'huile pour moteurs deux temps. Effectuez le mélange d'essence sans plomb et d'huile pour moteur deux temps dans un conteneur propre et adapté pour l'essence **(Fig. 35).**

**CARBURANT RECOMMANDÉ:** CE MOTEUR EST CERTIFIÉ POUR FONCTIONNER AVEC DE L'ESSENCE SANS PLOMB POUR USAGE AUTOMOBILE PRÉSENTANT UN INDICE D'OCTANE DE 89 ([R + M] / 2) OU SUPÉRIEUR **(Fig. 36).**

Mélangez l'huile pour moteur deux temps à l'essence conformément aux instructions fournies sur l'étiquette. Il est vivement recommandé d'utiliser **2% (1:50)** d'huile Efco pour moteurs deux temps, car cette huile est spécialement formulée pour tous les moteurs Efco à deux temps à refroidissement par air. Les proportions d'huile / de carburant indiquées dans le tableau ci-dessous conviennent en cas d'utilisation de l'huile Efco pour moteurs deux temps ou d'une autre huile moteur de haute qualité équivalente (**JASO FD ou ISO L-EGD**). Si l'huile utilisée présente des spécifications **NON** équivalentes ou inconnues, la proportion du mélange huile / carburant doit être de **4% (1:25).**

**MISE EN GARDE: N'UTILISEZ PAS D'HUILE POUR AUTOMOBILE OU D'HUILE POUR MOTEUR DEUX TEMPS DE HORS-BORD.**

**MISE EN GARDE: N'utilisez jamais de carburant dont le taux d'alcool est supérieur à 10 % ; l'essence-alcool jusqu'à 10 % ou le carburant E10 sont acceptables.**

Une bonne pratique de la gestion des carburants est nécessaire lors de l'utilisation d'essence oxygénée.
L'essence oxygénée avec de l'alcool retire facilement l'eau lorsqu'elle est présente; cette eau peut se condenser dans l'air humide et contaminer le circuit d'alimentation de carburant, réservoir inclus.

**MISE EN GARDE:**
- **Adaptez vos achats de carburant à votre consommation; n'en achetez pas plus que vous en consommerez en un ou deux mois;**
- **Entreposez l'essence dans un conteneur hermétique et dans un endroit se et frais.**

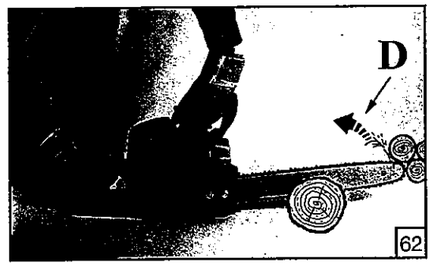
L'utilisation d'essence oxygénée peut faciliter le phénomène de formation de tampon de vapeur.

**REMARQUE:** L'huile pour moteurs deux temps contient un stabilisateur de carburant et peut être conservée pendant 30 jours. NE MÉLANGEZ PAS plus de carburant que vous pourrez en utiliser sur une période de 30 jours. L'utilisation d'une huile deux temps contenant un stabilisateur de carburant est recommandée.

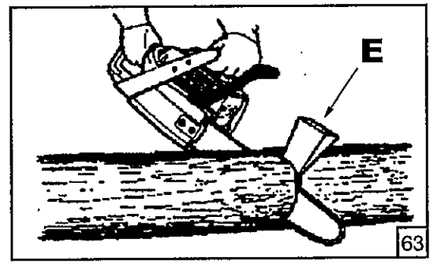




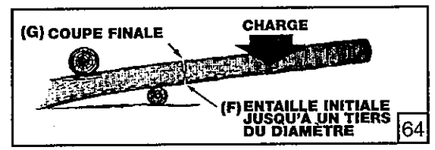




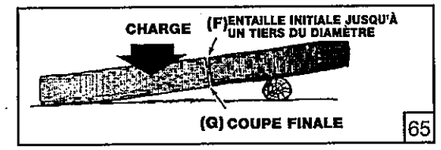
62



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65

## Débitage

Le débitage consiste à couper un arbre abattu en rondins de longueur désirée.

- Ne coupez qu'un seul rondin à la fois.

**AVERTISSEMENT: Supportez les petits rondins sur un chevalet de sciage ou sur un autre rondin lors du débitage. Ne laissez personne tenir le rondin pendant la coupe et ne maintenez jamais le rondin à l'aide de votre jambe ou de votre pied.**

**AVERTISSEMENT: Tenez la zone de coupe dégagée. Vérifiez qu'aucun objet ne peut venir au contact du nez de guide et de la chaîne lors de l'opération de débitage, au risque d'amplifier le phénomène de rebond (D, Fig. 62).**

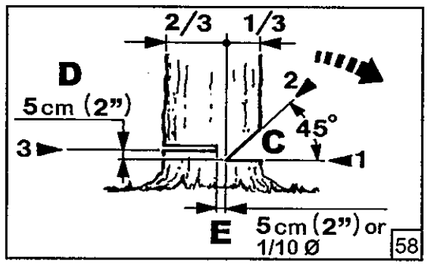
**AVERTISSEMENT: Au cours des opérations de débitage, tenez-vous toujours en amont de façon à ce que la section découpée du rondin ne puisse pas rouler en votre direction.**

**AVERTISSEMENT: Si la tronçonneuse se coince dans un rondin, ne tentez pas de la retirer de force. Ceci peut entraîner une perte de contrôle voire des blessures et/ou des dégâts au niveau de la machine. Arrêtez la tronçonneuse, insérez un coin en bois ou en plastique dans l'entaille de coupe jusqu'à ce que vous puissiez retirer la tronçonneuse sans forcer (E, Fig.63). Redémarrez la tronçonneuse et réinsérez-la dans l'entaille avec précaution. Ne tentez pas de redémarrer votre tronçonneuse lorsque celle-ci est coincée ou prise dans un rondin.**

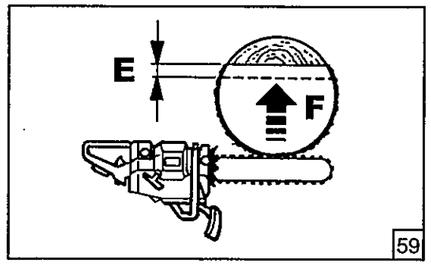
**AVERTISSEMENT : Ne vous tenez pas sur le rondin en cours de découpe. Celui-ci peut riper et entraîner une perte d'assise et de contrôle. Ne coupez pas une zone où rondins, branches et racines sont enchevêtrés. Déplacez les rondins dans une zone dégagée avant de les débiter en commençant par les pièces apparentes et dégagées.**

**Débitage avec un coin d'abattage**
Si le diamètre de la bille de bois permet d'insérer un coin de débitage **(E, Fig. 63)** sans que celui-ci touche la chaîne, il est alors recommandé de l'utiliser afin de tenir l'entaille de coupe ouverte et éviter le pincement.

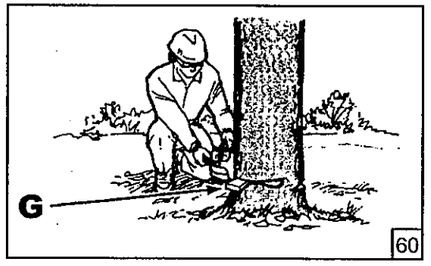
**Rondins soumis à contraintes (Fig. 64-65)**
Effectuez la première entaille de débitage **(F)** sur le premier tiers du rondin et finissez les deux tiers restants **(G)** par le côté opposé. Le rondin a tendance à se plier lors de la coupe. La tronçonneuse peut ainsi se coincer ou se prendre dans le rondin si la première entaille de débitage excède le tiers du diamètre du rondin.
Soyez particulièrement vigilant pour les rondins soumis à contrainte afin d'éviter de coincer le guide et la chaîne.



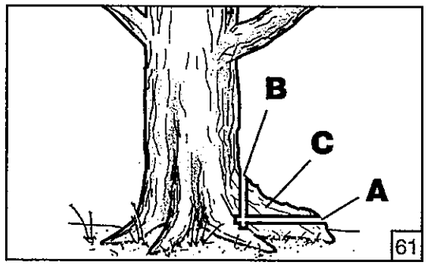
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2. Prenez en compte la force et le sens du vent, l'angle d'inclinaison et le point d'équilibre de l'arbre, ainsi que l'emplacement des grosses branches. Ces éléments agissent sur le sens dans lequel l'arbre va tomber. Ne tentez pas d'abattre un arbre sur une ligne différente de sa ligne de chute naturelle.
3. Effectuez une entaille d'abattage **(C, Fig. 58)** d'une profondeur d'un tiers du diamètre du tronc sur le flanc de l'arbre. Les découpes pour former cette entaille doivent être effectuées à angle droit avec la ligne de chute de l'arbre. Cette entaille doit être nettoyée de façon à laisser une ligne droite. Afin d'éviter que le poids du bois vienne coincer la tronçonneuse, effectuez toujours la coupe inférieure de l'entaille avant la coupe supérieure.
4. Le trait d'abattage s'effectue toujours de niveau et à l'horizontale, à 5 cm (2 pouces) minimum au-dessus de l'entaille d'abattage **(D)**.
5. Ne coupez jamais jusqu'à l'entaille d'abattage. Laissez toujours une bande de bois entre l'entaille et le trait d'abattage, de 5 cm (2 pouces) environ ou d'une épaisseur correspondant à 1/10 du diamètre de l'arbre. Cette épaisseur est appelée "charnière" **(E)** ou "pivot". Elle contrôle la chute de l'arbre et empêche le glissement, la torsion ou l'échappement de l'arbre au niveau de la souche.
6. Sur les arbres de gros diamètre, interrompez le trait d'abattage **(F, Fig. 59)** avant qu'elle ne soit assez profonde pour permettre à l'arbre de chuter ou de s'appuyer sur la souche. Insérez ensuite des coins en bois ou en plastique **(G, Fig. 60)** dans la coupe de sorte qu'ils ne touchent pas la chaîne. Il est possible d'insérer les coins petit à petit pour aider l'arbre à basculer.
7. Lorsque l'arbre commence à chuter, coupez le moteur et posez la tronçonneuse immédiatement. Éloignez-vous par la voie dégagée, tout en observant la scène pour voir si quelque chose chute sur votre chemin.

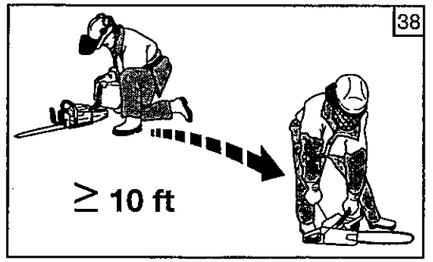
**AVERTISSEMENT: Ne prolongez jamais l'entaille jusqu'au trait d'abattage. La charnière contrôle la chute de l'arbre; il s'agit de la section laissée entre l'entaille et le trait d'abattage.**

**NE DÉBITEZ PAS** un arbre ayant chuté partiellement.
Soyez extrêmement vigilant avec les arbres ayant chuté partiellement qui sont peut-être en équilibre précaire. Si un arbre ne chute pas entièrement, posez la tronçonneuse à distance et ramenez l'arbre au sol à l'aide d'un treuil à câble, d'un palan à moufles ou d'un tracteur.

**Contreforts**
Un contrefort désigne une large racine émergeant au-dessus du niveau du sol. Il est nécessaire d'éliminer les plus gros contreforts avant l'abattage. Effectuez une coupe horizontale **(A, Fig.61)** dans le contrefort, puis une coupe verticale **(B)**. Retirez la section ainsi débitée **(C)** de la zone de travail. Suivez ensuite les directives de la section Fonctionnement-Abattage du présent manuel après retrait des gros contreforts.







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**Mélange de carburant**

**Huile pour moteurs deux temps (25:1) 4 %**

| Essence | Huile |
|---|---|
| 1 Gallon (US) | 5.2 oz. |
| 1 Liter | 40 cc (40 ml) |

**Haute qualité huile pour moteurs deux temps (50:1) 2%**

| Essence | Huile |
|---|---|
| 1 Gallon (US) | 2.6 oz. |
| 1 Liter | 20 cc (20 ml) |

**Remplissage du réservoir (Fig. 39)**

**AVERTISSEMENT: Respectez les mesures de sécurité pour la manipulation du carburant. Coupez toujours le moteur avant d'approvisionner la machine en carburant. Ne faites jamais l'appoint de carburant alors que le moteur tourne ou s'il est encore chaud. Déplacez-vous à au moins 3 mètres (10 pieds) de la zone de remplissage avant de démarrer le moteur (Fig. 38). NE FUMEZ PAS !**

1. Nettoyez la surface autour du bouchon de carburant afin d'éviter toute contamination.
2. Dévissez lentement le bouchon de carburant.
3. Versez le mélange de carburant dans le réservoir avec précaution. Évitez de renverser du carburant.
4. Avant de remonter le bouchon de carburant, nettoyez et inspectez le joint d'étanchéité.
5. Remontez et serrez immédiatement le bouchon de carburant. Essuyez tout déversement de carburant.

**REMARQUE: Lors de sa première utilisation, un moteur émet une certaine quantité de fumée. Cela est normal.**

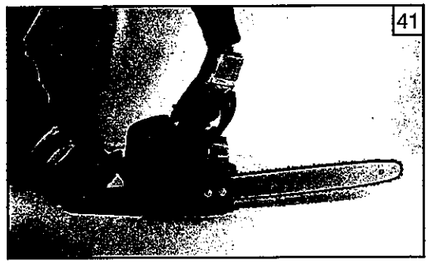
**AVERTISSEMENT: Contrôlez la présence éventuelle de fuites de carburant, et rectifiez le cas échéant. Contactez un réparateur agréé si nécessaire.**

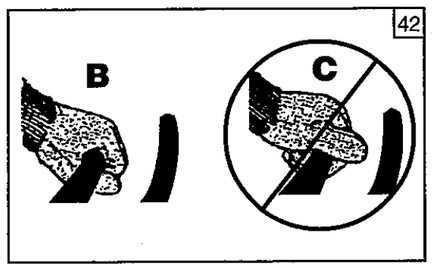
Durant l'utilisation de la tronçonneuse un extincteur devrait être disponible.

## Système de lubrification de la chaîne (Fig. 40)

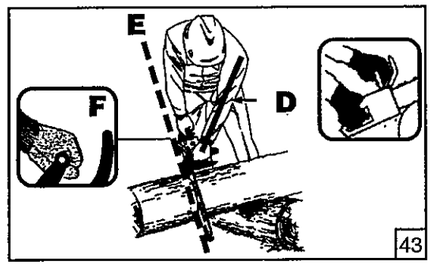
Le guide-chaîne et la chaîne doivent être lubrifiés en permanence. Cette lubrification s'effectue par le biais d'un dispositif de graissage automatique lorsque le réservoir d'huile est plein. Un manque d'huile endommagera très rapidement le guide et la chaîne. Une trop faible quantité d'huile entraîne une surchauffe matérialisée par un échappement de fumée au niveau de la chaîne et/ou une décoloration du guide-chaîne. Par temps très froid, l'huile a tendance à s'épaissir, ce qui rend nécessaire l'utilisation d'une petite proportion (5 à 10 %) de carburant diesel ou de kérosène pour diluer l'huile du guide et de la chaîne. L'huile de guide et de chaîne doit être non-agglomérante de façon à ce que le circuit d'huile puisse pomper une quantité suffisante d'huile pour garantir une lubrification adéquate.

**MISE EN GARDE: N'utilisez jamais d'huile usagée ! Utilisez toujours un lubrifiant biodégradable spécifique pour guide-chaîne et chaîne, qui respecte davantage l'environnement et protège les pièces de la tronçonneuse.**


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**AVERTISSEMENT: N'utilisez pas d'huiles sales, usagées ou contaminées. Cela pourrait endommager la pompe à huile, le guide ou la chaîne.**

**AVERTISSEMENT: N'utilisez pas d'huile usagée! Des essais médicaux ont démontré qu'un contact répété avec de l'huile usagée peut être à l'origine de cancers de la peau.**

1. Faites le plein d'huile à chaque plein de carburant. La tronçonneuse consomme approximativement un plein d'huile par plein de carburant.
2. La pompe à huile automatique est une pompe volumétrique actionnée par pignons entraînés par l'ensemble tambour d'embrayage. La pompe ne fournit aucun graissage lorsque le moteur est au ralenti.

## Préparation à la coupe

**Prise correcte des poignées.**
**Reportez-vous à la section Sécurité pour ce qui concerne d'équipement de sécurité approprié.**

1. Portez des gants antidérapants pour une adhérence et une protection optimales.

**AVERTISSEMENT: Tenez fermement la tronçonneuse à deux mains. Tenez toujours la poignée avant de la MAIN GAUCHE et la poignée arrière (accélérateur) de la MAIN DROITE, comme indiqué dans la Fig.41, de telle façon à placer votre corps sur la gauche du plan de rotation de la chaîne. Ne croisez jamais les mains, ou n'adoptez aucune position qui placerait votre corps ou vos bras dans le plan de rotation de la chaîne. Ces directives s'appliquent également aux gauchers.**

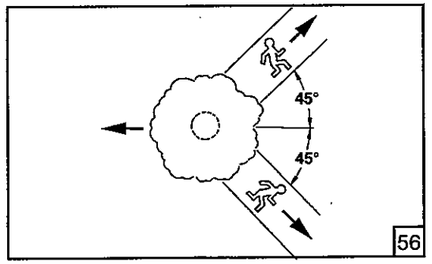
2. Gardez une bonne prise en main **(B, Fig. 42)** de la machine lorsque le moteur tourne. Les doigts doivent venir enserrer la poignée et le pouce s'enrouler sous la poignée. C'est dans cette position que le risque de lâcher prise est le plus minime (notamment par un effet de rebond ou par une brusque réaction de la tronçonneuse). Toute position de la main qui placerait les doigts et le pouce du même côté de la poignée (C) est dangereuse dans la mesure où un léger a-coup de la tronçonneuse peut entraîner une perte de contrôle..

**AVERTISSEMENT:**
**Position correcte de coupe (Fig. 43)**
- **Le poids doit être équitablement réparti sur les deux pieds reposant sur un sol stable.**
- **Votre bras doit être tendu et le coude bloqué (D) de façon à pouvoir compenser toute force de rebond.**
- **Le corps doit toujours se tenir à gauche du plan de rotation de la chaîne (E).**
- **Le pouce doit venir enserrer la poignée par en dessous (F).**

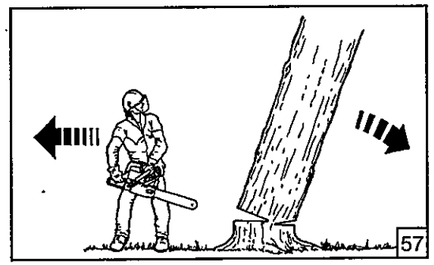








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## Abattage

**Conditions d'abattage dangereuses particulières**

**AVERTISSEMENT: Ne procédez pas à l'abattage par grand vent ou par fortes précipitations.**

**AVERTISSEMENT: N'effectuez jamais à un travail de coupe par faible visibilité ou par températures extrêmement élevées ou basses, ou par grandes gelées.**

**AVERTISSEMENT: Ne coupez pas les arbres donc le tronc est extrêmement penché ou creux, ou dont les branches sont pourries ou l'écorce se détache. Il n'est pas possible d'obtenir un égobelage et un trait d'abattage corrects sur les arbres dont les troncs sont extrêmement penchés ou creux. Faites plutôt abattre ces arbres par arrachage en utilisant les équipements lourds appropriés.**

**AVERTISSEMENT: N'abattez pas d'arbres à proximité de lignes électriques ou de constructions. Avisez immédiatement le fournisseur d'électricité en cas de contact entre un arbre et la ligne de service public.**

**AVERTISSEMENT: Vérifiez la présence éventuelle de branches mortes ou endommagées susceptibles de chuter et de vous heurter au cours de l'abattage.**

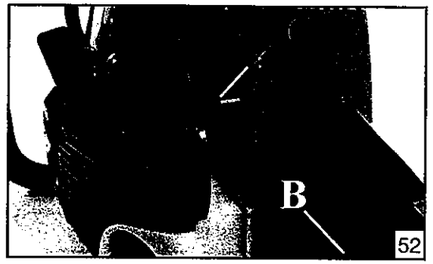
**AVERTISSEMENT: Observez fréquemment la cime de l'arbre lorsque vous effectuez le trait d'abattage afin de vous assurer que l'arbre va chuter dans la direction souhaitée.**

**AVERTISSEMENT: Si l'arbre se met à chuter dans la mauvaise direction, ou si la tronçonneuse reste coincée ou prise lors de la chute, ABANDONNEZ LA TRONÇONNEUSE ET FUYEZ !**

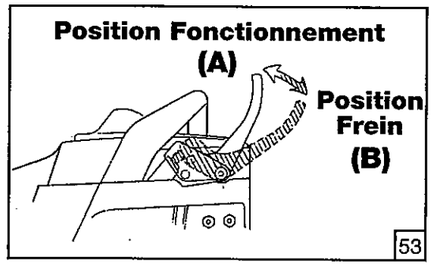
- Élaborez toujours votre plan de découpe à l'avance.
- Dégagez la zone de travail. Une zone dégagée est nécessaire tout autour de l'arbre de façon à ce que vous ayez une bonne assise.
- L'opérateur doit se tenir en amont de l'arbre étant donné que celui-ci est susceptible de dévaler la pente en roulant ou en glissant après abattage.
- Étudiez attentivement les éléments naturels environnementaux qui pourrait entraîner la chute de l'arbre dans une direction particulière.

Recherchez toute trace de pourriture. Si le tronc est pourri, il peut casser net et chuter en direction de l'opérateur.
Assurez-vous de disposer de l'espace nécessaire pour la chute de l'arbre. Tenez toute autre personne ou objet à une distance de deux fois la hauteur de l'arbre. Le bruit du moteur peut couvrir un cri d'alerte. Retirez les obstacles, pierres, écorce décrochée, clous, agrafes et fils métalliques de l'arbre à l'endroit de la coupe.

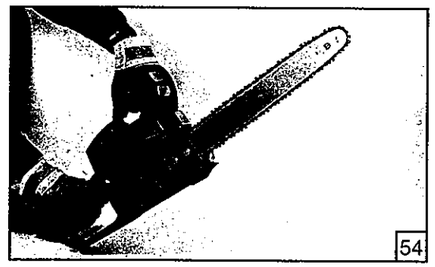
1. Choisissez votre voie de retraite (ou vos voies de retraite si l'une d'entre elle est bloquée). Dégagez la zone à proximité immédiate de l'arbre et vérifiez qu'il n'y a aucun obstacle entravant votre voie de retraite. Dégagez une voie de retraite sûre (Fig. 56) à 45° par rapport à la ligne de chute prévue (Fig. 57).



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## Arrêt du moteur

Relâchez la gâchette des gaz **(B, Fig. 52)** et laissez le moteur tourner au ralenti. Éteindre le moteur en amenant le levier du starter (C) en fin de course vers le haut (3). Ne reposez pas la tronçonneuse tant que la chaîne est encore en mouvement. Par mesure de sécurité supplémentaire, engagez le frein de chaîne lorsque vous n'utilisez pas la tronçonneuse.
Au cas où la position **"STOP"** de l'interrupteur ne fonctionnerait pas, coupez le moteur en tirant complètement le levier d'étrangleur (🗲) / Full Choke - étranglement maximal, voir Fig. 52).

**⚠ MISE EN GARDE: La chaîne se rétracte en refroidissant. Si elle n'est pas détendue, elle peut endommager le vilebrequin et les roulements.**

### Contrôle avant utilisation

**⚠ AVERTISSEMENT: LA CHAÎNE NE DOIT JAMAIS TOURNER LORSQUE LE MOTEUR EST AU RÉGIME DE RALENTI. Tournez la vis de réglage du ralenti "T" dans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et arrêter la rotation de la chaîne, ou contactez un réparateur agréé pour procéder au réglage; n'utilisez pas la machine avant que la réparation n'ait été effectuée.**
**Le fait que la chaîne tourne au régime de ralenti peut être à l'origine de graves blessures.**

## Fonctionnement du frein de chaîne

**Voir la section Sécurité-Frein de chaîne avant utilisation.**
La **Position de fonctionnement (A, Fig. 53)** et la **Position de freinage (B)** du frein de chaîne sont illustrées ci-dessous.
Il est recommandé de contrôler l'état du frein de chaîne avant chaque utilisation, comme suit:

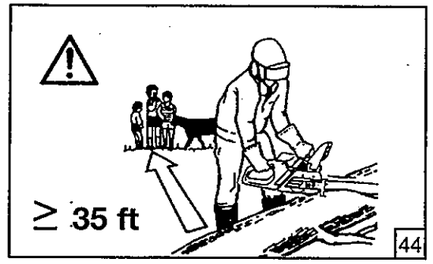
1. Démarrez le moteur et saisissez fermement les poignées avant et arrière à deux mains.
2. Actionnez la gâchette des gaz pour amener la tronçonneuse à plein régime. Avec la partie arrière de votre main gauche, engagez le frein de chaîne en poussant le levier de frein de chaîne / protecteur de main en direction du guide-chaîne alors que la chaîne tourne rapidement; voir Fig. 54.
3. Le frein de chaîne doit s'engager et arrêter la chaîne immédiatement; dans le cas contraire, portez votre contrôleur chez un réparateur agréé et ne l'utilisez pas tant que la réparation n'est pas effectuée.
4. Replacez le frein de chaîne en position de fonctionnement en saisissant levier de frein de chaîne / protecteur de main côté guide-chaîne (côté droit par rapport à la position de l'opérateur) et en le ramenant vers la poignée avant jusqu'à ce qu'un déclic soit émis. Voir Fig. 55.

**⚠ AVERTISSEMENT: Si le frein de chaîne n'arrêt pas la chaîne immédiatement, portez la tronçonneuse chez un réparateur agréé avant de l'utiliser.**

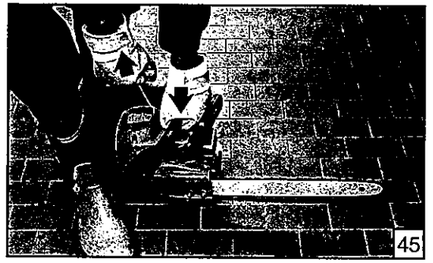
**⚠ AVERTISSEMENT: Un frein de chaîne mal entretenu peut augmenter la durée nécessaire pour arrêter la chaîne après engagement, ou peut ne pas s'engager.**

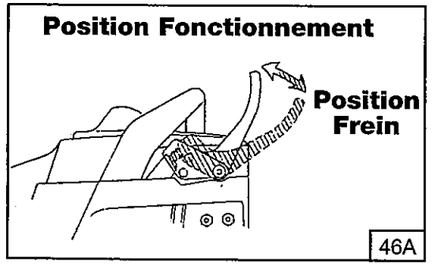




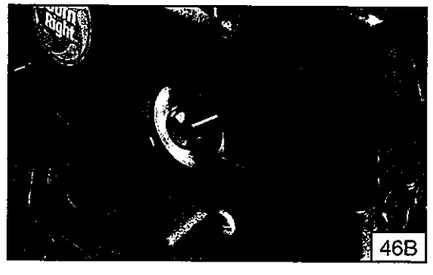


44


45



46A


46B

### Méthode de coupe de base

Exercez-vous sur quelques rondins de faible diamètre en utilisant la technique suivante afin de vous "familiariser" avec la prise en main de votre tronçonneuse avant de débuter des travaux de coupe plus conséquents.

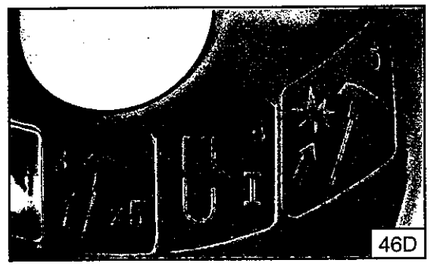
1. Adoptez la position appropriée face à la bille de bois avec la tronçonneuse tournant au ralenti.
2. Accélérez jusqu'au régime moteur maximal en appuyant sur la gâchette des gaz avant d'enfoncer la chaîne dans la bille de bois.
3. Commencez la coupe en plaquant la tronçonneuse contre la bille de bois.
4. Maintenez le régime moteur maximal pendant toute la durée de la coupe.
5. Laissez la chaîne agir; n'exercez qu'une faible pression vers le bas. Le fait de forcer la coupe peut endommager le guide, la chaîne ou le moteur.
6. Relâcher la gâchette des gaz dès que la coupe est terminée, et laissez tourner le moteur au ralenti. **Le guide, la chaîne ou le moteur peuvent subir une usure inutile voire des dégâts si vous faites tourner le moteur à plein régime sans aucune charge de coupe.**
7. N'appliquez aucun pression sur la tronçonneuse en fin de coupe.

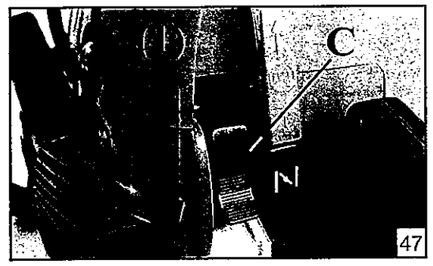
### Précautions relatives à la zone de travail

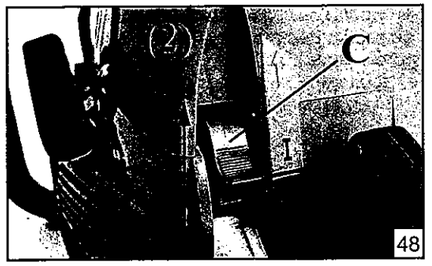
**⚠ AVERTISSEMENT: Ne coupez que du bois ou des matériaux dérivés du bois. Ne coupez ni métaux, ni plastiques, ni pièces de maçonnerie ou tout autre matériau qui ne serait pas dérivé du bois.**

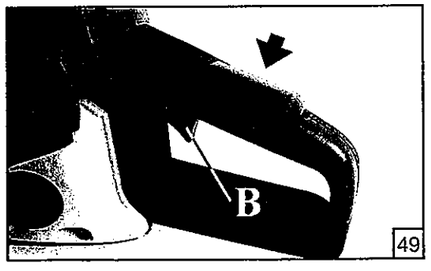
- Ne laissez jamais un enfant utiliser la tronçonneuse. Toute autre personne susceptible d'utiliser la tronçonneuse doit avoir préalablement lu le présent Manuel de l'opérateur ou avoir pris connaissance des instructions appropriées à une utilisation correcte et en toute sécurité de cette tronçonneuse.
- Maintenez toute personne - assistant, entourage, enfants et animaux - à une distance de sécurité de la zone de coupe (Fig. 44). Pour les opérations d'abattage, la distance de sécurité doit être au moins deux fois supérieure à la hauteur des plus grands arbres situés dans la zone d'abattage. Pour les opérations de débitage, maintenez une distance d'au moins 10 m (35 pieds) entre les travailleurs.
- Gardez en permanence les deux pieds sur une assise stable de façon à éviter toute perte d'équilibre.
- Ne coupez pas en dessus dans la hauteur de poitrine, car il est toujours plus difficile de contrôler une tronçonneuse placée en hauteur en cas de rebond.
- N'abattez aucun arbre à proximité de lignes électriques ou de constructions. Laissez agir des professionnels dans de pareilles situations.
- Ne procédez à des travaux de coupe que si la visibilité et la luminosité vous permettent d'y voir clairement.
- **N'utilisez pas la tronçonneuse sur une échelle.** Laissez agir des professionnels dans de pareilles situations.
- Arrêtez la tronçonneuse si la chaîne heurte un corps étranger. Inspectez la tronçonneuse et effectuez les réparations si nécessaire.
- Éliminez la poussière et le sable déposés sur la tronçonneuse. Même une très faible quantité de crasse peut très rapidement émousser une chaîne et augmenter le risque de rebond.
- Coupez le moteur avant de reposer la tronçonneuse.
- Soyez particulièrement vigilant lorsque vous portez des protections anti-bruit car de tels équipements réduisent la


46C


46D


47


48


49

capacité d'entendre les signaux sonores d'avertissement en cas de danger (tels que cris, alarmes et avertissements, etc.).
- Soyez extrêmement vigilant lorsque vous travaillez en pente ou sur des surfaces irrégulières.
- Durant l'utilisation de la tronçonneuse un extincteur devrait être disponible.

## Démarrage du moteur

**AVERTISSEMENT: Placez votre corps à gauche du plan de rotation de la chaîne. Ne vous tenez jamais les deux jambes écartées de part et d'autre de la tronçonneuse ou de la chaîne, ou ne vous penchez jamais au-delà du plan de rotation de la chaîne. Le frein de chaîne doit être appliqué au démarrage de la tronçonneuse.**

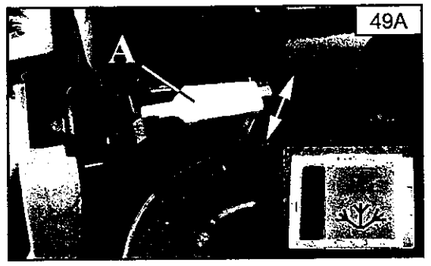
- Posez la tronçonneuse sur un sol de niveau et vérifiez qu'aucun objet ou obstacle n'est en contact immédiat avec le guide ou la chaîne. Saisissez fermement la poignée avant de la main gauche et posez votre pied droit sur la base de la poignée arrière; voir Fig. 45, Pag. 55.
- Enclenchez le frein de chaîne en poussant le levier de frein de chaîne / protecteur de main vers l'avant (en direction du guide-chaîne) en position de freinage, comme indiqué dans la Fig. 46A, pag. 55. Voir les sections Sécurité-Frein de chaîne et Fonctionnement-Frein de chaîne pour de plus amples informations.
- Actionnez lentement la poire d'amorçage 6 fois **(A, Fig. 46B, pag. 55) - (1, Fig. 46C)**.
- Pousser le levier du starter **(C, Fig. 47) - (2, Fig. 46C)** à fond vers le bas (1).
- Tirer plusieurs fois sur la corde de démarrage **(3, Fig. 46D)** jusqu'à obtenir la **première explosion** (pas plus de cinq (5) tractions sur le lanceur). **Il est possible qu'une machine neuve nécessite des tentatives de lancement supplémentaires.**
- Amener le levier du starter **(C, Fig. 48) - (4, Fig. 46D)** sur la position intermédiaire (2).
- Procéder au démarrage en tirant sur la corde **(5, Fig. 46D)**.
- Une fois le moteur démarré, désactiver le frein de la chaîne et **attendre quelques secondes.** Placez le levier de frein de chaîne / protecteur de main dans la position de fonctionnement, comme indiqué dans la Fig. 46A. Voir les sections Sécurité-Frein de chaîne et Fonctionnement-Frein de chaîne pour de plus amples informations.
- Actionner le levier de l'accélérateur **(B, Fig. 49)** pour débloquer le dispositif de semi-accélération automatique.
- Lorsque vous tirez sur le lanceur, n'utilisez pas toute la longueur de la corde au risque de la briser. Ne laissez pas le lanceur claquer sans l'accompagner au retour. Maintenez la poignée et laissez la corde s'enrouler lentement.

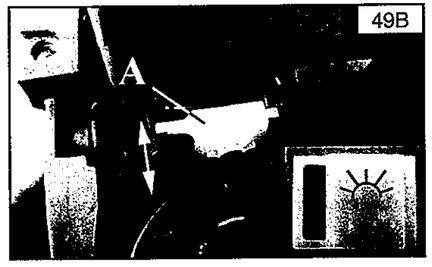
**AVERTISSEMENT: Ne procédez pas à la coupe alors que le levier d'étrangleur/ralenti accéléré est en position d'étranglement maximal (FULL CHOKE). N'utilisez pas votre tronçonneuse alors que le blocage d'accélérateur appliqué. Le fait de travailler avec le blocage d'accélérateur de démarrage engagé ne permet pas à l'utilisateur de contrôler correctement le régime de la tronçonneuse ou la vitesse de la chaîne.**

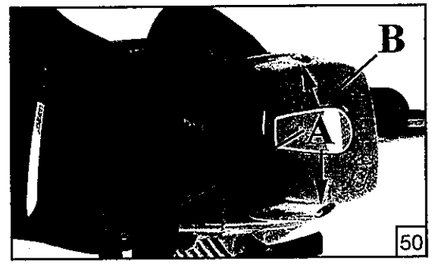
**REMARQUE - DÉMARRAGE D'UN MOTEUR CHAUD:**
**Suivez les instructions pour le démarrage mais n'utilisez pas la position d'étranglement maximal pour redémarrer un moteur. Pour régler passer la machine au ralenti accéléré pour le démarrage d'un moteur chaud, tirez complètement le levier d'étrangleur et ramenez-le en position initiale de fonctionnement.**

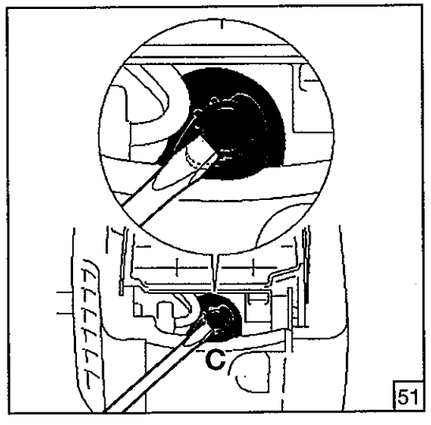





49A


49B


50


51

**AVERTISSEMENT: Les conditions climatiques et l'altitude peuvent affecter la carburation. Tenez les tierces personnes à distance de la tronçonneuse lors du réglage du carburateur.**

**AVERTISSEMENT: Ne tentez jamais de démarrer votre tronçonneuse lorsque le guide-chaîne est engagé dans une entaille de coupe ou un trait d'abattage.**

**ATTENTION – Ne jamais mettre la tronçonneuse en marche si la barre, la chaîne et le carter d'embrayage (frein chaîne) ne sont pas montés – l'embrayage pourrait se détendre ce qui pourrait mettre l'opérateur en danger (risque de blessures).**

## Systeme antigivre

**Avec une température inférieure à 0°C,** placer le curseur **(A, Fig.49A)** sur la position hiver. De cette façon, l'air froid tout comme l'air chaud provenant du cylindre sont aspirés. Il n'y a donc pas de formation de glace à l'intérieur du carburateur.
**Avec une température supérieure à +10°C, remettre le curseur (A, Fig.49B) en position été. Dans le cas contraire, le moteur pourrait présenter des dysfonctionnements dus à une surchauffe.**

## Rodage du moteur

Le moteur atteint sa puissance maximale après 5 à 8 heures de fonctionnement.
Au cours de cette période de rodage, ne laissez pas tourner la machine à vide à plein régime de façon à éviter toute contrainte inutile.

**MISE EN GARDE ! – Au cours de la période de rodage, ne modifiez pas la carburation sous prétexte d'obtenir une augmentation de la puissance; vous risquez uniquement d'endommager le moteur.**

**Démarrage difficile (ou démarrage d'un moteur noyé)**
Vous pouvez noyer le moteur par une alimentation en carburant trop importante si le moteur ne démarre pas après avoir actionné 10 fois le lanceur. Il est possible d'éliminer l'excès de carburant d'un moteur noyé en suivant la procédure de démarrage d'un moteur chaud décrite ci-dessus. Vérifiez que 'interrupteur de marche/arrêt est en position de marche (ON). Le démarrage peut nécessiter un grand nombre d'actionnements du lanceur en fonction de l'importance du noyage du moteur. Si vous ne parvenez pas à démarrer le moteur, reportez-vous au TABLEAU DE DIAGNOSTIC DES PANNES (page 71).

**Moteur noyé**

Si vous n'avez pas passé le levier d'étrangleur en position de démarrage à chaud assez rapidement après le début d'allumage du moteur, la chambre de combustion est noyée.
- Basculez l'interrupteur de marche/arrêt sur la position STOP.
- Dévissez les vis sur le capot **(A, Fig. 50)**.
- Déposez le couvercle de filtre **(B)**.
- Insérez un outil adapté dans la coiffe de bougie **(C, Fig. 51)**.
- Faites levier sur la coiffe de bougie et retirez-la.
- Dévissez et séchez la bougie.
- Ouvrez l'accélérateur à fond.
- Actionnez le lanceur à plusieurs reprises de façon à vider la chambre de combustion.
- Remontez la bougie et connectez la coiffe en l'enfonçant fermement – Remontez les autres pièces.
- Basculer l'interrupteur de marche/arrêt sur I, la position de démarrage.
- Passez le levier d'étrangleur sur la position de démarrage à chaud – même si le moteur est froid.
- Démarrez à présent le moteur.

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KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/20/11

Sale Transaction

| | |
|---|---|
| 16" 39CC CHAINSAW MT * | TD |
| 2391612 | 199.00 |
| TOTAL | 199.00 |
| TAX AT 7% | 13.93 |
| TOTAL SALE | 212.93 |
| CASH | 220.00 |
| CHANGE | 7.07- |

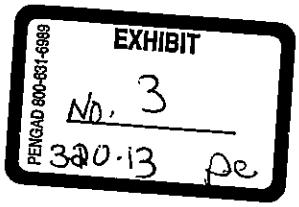
TOTAL SAVINGS 50.99

TOTAL NUMBER OF ITEMS = 1

TD = 30 day over the counter exchange products may be returned or exchanged within 30 days of purchase with a receipt. No returns, refunds, exchanges, or credits will be issued without a receipt. After 30 days, merchandise may be sent out for repair at the Guests expense, unless covered under warranty.

THANK YOU, YOUR CASHIER, VICKI

3898 05 0983 05/22/11 01:12PM 3119



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TARJETA DE REGISTRO DE PRODUCTO

8800100128

efco

CUSTOMER COPY – COPIE POUR LE CLIENT
PARA EL CLIENTE

PURCHASER'S NAME AND ADDRESS – NOM DU CLIENT ET ADRESSE – NOMBRE COMPRADOR Y DIRECCION

William McGuire
1010 W. Elder Ave.
Mt. Hebry, IL. 60051

MODEL - MODELE - MODELO

MT 3500 (2.38 cu.in)

SERIAL NUMBER - NUMERO DE SERIE - MATRICULA

98 H0 2000 296

PURCHASE DATE - DATE D'ACHAT - FECHA DE COMPRA

5-22-11

PRIMARY USE (ONE ONLY): ☒ PERSONAL & CONSUMER - PERSONELLE TITRE PRIVE - PRIVADO
UTILISATION PRINCIPAL: ☐ BUSINESS & COMMERCIAL - PROFESSIONELLE - PROFECIONAL
UTILIZATION PRINCIPAL: ☐ RENTAL - LOCATION - ALQUILADO

DEALER NAME AND SIGNATURE - NOM DISTRIBUTEUR ET SIGNATURE - NOMBRE DISTRIBUDOR Y FIRMA

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COMPLETE IF PURCHASING A CHAINSAW – COMPLETER EN CAS D'ACHAT DE TRONÇONNEUSE
COMPLETAR SI COMPRA UNA MOTOSIERRA
EFCO BAR LENGHT - LONGEUR GUIDE EFCO
LARGO BARRA EFCO

EFCO CHAIN TYPE - TYPE DE CHAINE EFCO
TIPO DE CADENA EFCO

PURCHASER SIGNATURE - SIGNATURE DU CLIENT - FIRMA CLIENTE

William McGuire

**IMPORTANT:** I, the undersigned (Customer) confirm the following: The Operator's instruction book/Limited Warranty Certificate containing safety precautions was received with the purchase of the unit listed on this warranty registration card. I have also been shown the basic safe operation and controls of the unit purchased. I am aware of the causes and consequences of kickback and am aware that the chain brake can reduce injuries if properly maintained.
**I have read and understand the above Important Statement. The failure to complete and return this card does not diminish the customers warranty rights.**

**IMPORTANT:** Je, soussigné/e (Client/e), confirme que le **Manuel d'utilisation et d'entretien / Certificat de garantie** contenant les consignes de sécurité m'a été remis avec la machine indiquée sur ce coupon de garantie. Je déclare également avoir été instruit sur les précautions de sécurité de base et les principales commandes de la machine achetée. Je connais les causes et les conséquences du recul et je suis conscient que le frein de chaîne peut réduire les risques d'accidents s'il est correctement entretenu.
**Je déclare avoir lu et compris la déclaration ci-dessus. Les conditions générales de garantie ne sont pas remises en cause si le client omet de compléter et de renvoyer ce coupon.**

**IMPORTANTE:** El infrascrito (Cliente) confirma lo que sigue: ha recibido manual de instrucciones y la carta de registro de producto que contienen las medidas de seguridad con la compra de la maquina nominada en esta tarjeta de registro de garantía. También me han demostrado la operación segura y los controles básicos de la maquina. Estoy enterado de las causas y de las consecuencias del contragolpe y que el freno cadena puede reducir las lesiones si el manteno correctamente.
**He leído y entendido las declaraciones importantes antes dichas.**
**La falta de completamento y devoluciòn de las tarjetas no disminuye sus derechos de garantía.**

our **power**, your **passion**

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## www.efcopower.com

Click on "service" at the top of the page and then "illustrated parts list" to view our parts breakdown

Air Index Label

The air index of this engine is 3

0 2 4 8 10

Most Clean

*Note: The lower the Air Index, the less pollution*

This engine is certified to be emissions compliant for the following use:

3056265

☒ Moderate (50 hours) ☐ Intermediate (125 hours) ☐ Extend (300 hours)

*Check owner's manual for further details.*

Legendary Italian Design and Performance

# For California only:
# EMAK USA Incorporated California Exhaust and Evaporative Emissions Control Warranty Statement

## Your Warranty Rights and Obligations

The California Air Resources Board (CARB) and EMAK USA Incorporated are pleased to explain the emissions control system's warranty on your 2010 and later small off-road equipment engine.

In California, new equipment that uses small off-road-engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. EMAK USA Incorporated must warrant the emissions control system on your small off-road engine for the period listed below provided there has been no abuse, neglect or improper maintenance of your small off-road engine.

Your emissions control system may include parts such as:

Air filter, Carburetor, Air Purge, Choke (Cold Start Enrichment System), Control Linkages, Intake Manifold, Magneto or Electronic Ignition System (Ignition module), Spark plug, Catalytic Converter (if applicable), Fuel Tank, Fuel Cap, Fuel line, Fuel Line Fittings, Clamps, Fasteners.

Where a warrantable condition exists, EMAK USA Incorporated will repair your small off-road equipment engine at no cost to you including diagnosis, parts and labor.

## Manufacturer's Warranty Coverage:

This emissions control system is warranted for two years in California. If any emissions-related part on your equipment is defective, the part will be repaired or replaced by EMAK USA Incorporated free of charge.

## Owner's Warranty Responsibilities:

As the small off-road equipment engine owner, you are responsible for performance of the required maintenance listed in your instruction manual. EMAK USA Incorporated recommends that you retain all receipts covering maintenance on your small off-road equipment engine, but EMAK USA Incorporated cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.

As the small off-road equipment engine owner, you should however be aware that EMAK USA Incorporated may deny you warranty coverage if your small off-road equipment engine or a part has failed due to abuse, neglect, or improper maintenance or unapproved modifications.

You are responsible for presenting your small off-road equipment engine to an authorized Efco servicing dealer as soon as the problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, please contact an EMAK customer service representative at 1-800-800-4420 or you can write to

EMAK USA Inc., 770 Spruce Street,
Wooster, Ohio 44691

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## en LIMITED WARRANTY CERTIFICATE

EMAK USA warrants this product from the time of purchase to be free from defects in material and workmanship under normal use and maintenance, subject to the periods, limitations and exclusions listed below.

**WARRANTY PERIOD:** **USAGE**

| PRODUCT | RENTAL | PROFESSIONAL OR COMMERCIAL | PERSONAL AND CONSUMER |
|---|---|---|---|
| Chainsaws and polesaws | 3 months | 2 years | 5 years |
| Line trimmers / Brushcutters | 3 months | 2 years | 5 years |
| Blowers (handheld & backpack) | 3 months | 2 years | 5 years |
| Hedge Trimmer | 3 months | 2 years | 5 years |
| Cut-Off Saw | 3 months | 3 months | 3 months |
| Earth Auger | 3 months | 2 years | 5 years |
| Stick Edger | 3 months | 2 years | 5 years |

The cost of the drive shaft and electronic ignition module and the respective installation labor cost will be covered under the warranty time period as defined above for all Efco line trimmers / brushcutters, hedgetrimmer and chainsaws. The material cost only of the drive shaft (excluding models 8270TR, 8271TR, PT2500 and PTX2500) and electronic ignition modules will be for the life of the unit for the original purchaser except for rental use which is 3 months. The labor costs for the installation of the electronic ignition module and drive shaft after the warranty period defined above will be the responsibility of the original purchaser.

**SEE ATTACHED EMAK SPA FORM**
Personal Use: Personal, non-institutional, and non-income producing use.
Commercial Use: Business, commercial, institutional or income producing use.
Rental Use: Rental income producing use.

**EXCLUSIONS:**
THIS WARRANTY DOES NOT EXTEND TO PARTS AFFECTED OR DAMAGED BY ACCIDENT, NORMAL WEAR, FUEL CONTAMINATION OR DETERIORATION, USE IN AN APPLICATION FOR WHICH THE PRODUCT WAS NOT DESIGNED OR ANY OTHER MISUSE, NEGLECT, INCORPORATION OR USE OF UNSUITABLE ATTACHMENTS, PARTS OR FUELS/LUBRICANTS/FLUIDS, UNAUTHORIZED ALTERATION, IMPROPER MAINTENANCE/ SERVICE, IMPROPER OPERATION NOT IN ACCORDANCE WITH THE INSTRUCTION MANUAL, OR ANY CAUSES OTHER THAN DEFECTS IN MATERIAL OR WORKMANSHIP OF THE PRODUCT.

Additionally, this warranty does not apply to:
- parts and components not supplied by EMAK USA, and any trade accessory or engine which is separately warranted by another manufacturer and not manufactured by EMAK USA;
- items or service required when performing normal and regular maintenance (e.g., valve adjustments, spark plugs, filters, lubricants, starter cords, carburetor adjustments, engine tune-ups, sharpening, etc.);
- damage caused by pressure or steam cleaning the unit;
- repairs made necessary by dirt, abrasives, moisture, rust, corrosion, fuel deposits, carbon deposits, oil deposits, or other similar conditions.

**DISCLAIMER OF CONSEQUENTIAL DAMAGE AND LIMITATION OF IMLIED WARRANTIES:**
THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. EMAK USA DISCLAIMS ANY RESPONSIBILITY FOR LOSS OF TIME OR USE OF THE PRODUCT, COMMERCIAL LOSS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE. ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, APPLICABLE TO THIS PRODUCT, SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

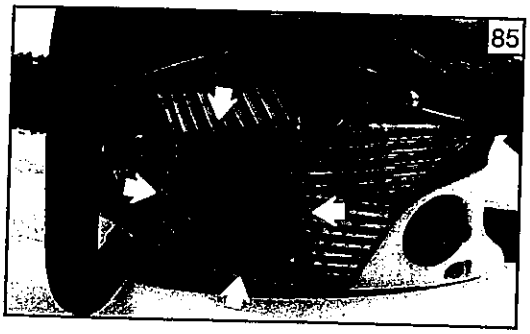
**WHAT EMAK USA WILL REPAIR OR REPLACE UNDER WARRANTY:**
The warranty period begins on the date of purchase. EMAK USA, acting through its authorized dealers, shall replace free of charge any parts proven defective in material or workmanship. All parts replaced under warranty will be considered as part of the original product and any warranty on those parts will expire coincident with the original product warranty.

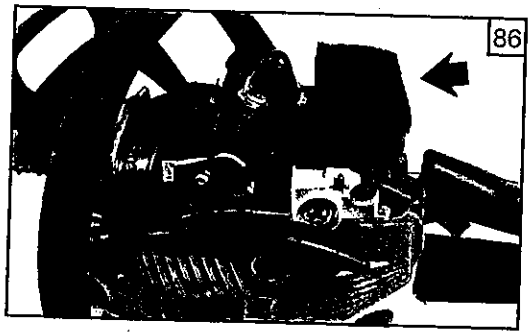
**TO OBTAIN WARRANTY SERVICE:**
To make any claim under the warranty, proof of purchase of the product in the form of the invoice or receipt showing the date of purchase and product serial number must be presented to the authorized dealer for warranty service.

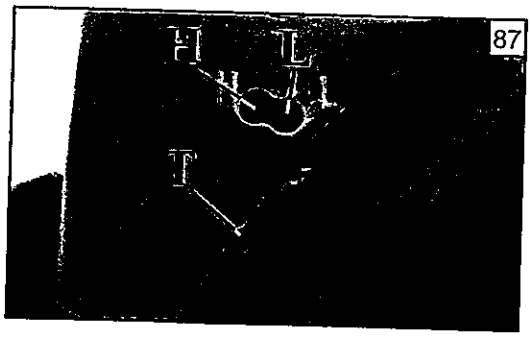
**EMISSION CONTROL SYSTEMS WARRANTY COVERAGE:**
California and Federal Emission Control Systems - Warranty
The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and EMAK USA are pleased to explain the Emission Control System Warranty on your model year 2006 or later nonroad or small off-road engine. In California, new small off-road engines must be designed, built and equipped to meet the state's stringent anti-smog standards. In other states, new 1997 and later model year nonroad engines must be designed, built and equipped, at the time of sale, to meet the U.S. EPA regulations for small nonroad engines. The nonroad engine must be free from defects in materials and workmanship which cause it to fail to conform with U.S. EPA standards **for the first two years** of engine use from the date of sale to the ultimate purchaser. EMAK USA must warrant the emission control system on your nonroad or small off-road engine for the period of time listed above provided there has been no abuse, neglect, improper maintenance, or unapproved modifications of your nonroad or small off-road engine.
Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, the catalytic converter. Also included may be hoses, belts, and connectors and other emission related assemblies.
Where a warrantable condition exists, EMAK USA will repair your nonroad or small off-road engine at no cost to you, including diagnosis (if the diagnostic work is performed at an authorized dealer), parts, and labour.

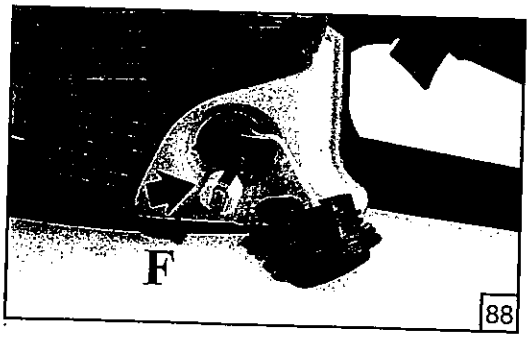
**MANUFACTURER'S WARRANTY COVERAGE:**
The 1995 and later small off road engines are warranted for two years in California. In other states, 1997 and later model year small off road engines are also warranted for two years. If any emission-related part on your engine is defective, the part will be repaired or replaced by Emak s.p.a. free of charge.

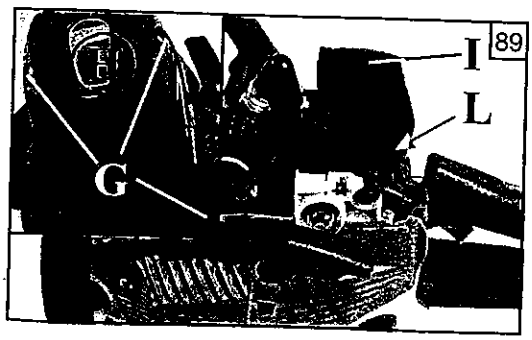
**OWNER'S WARRANTY RESPONSIBILITIES:**
a) As the small off road engine owner, you are responsible for the performance of the **required maintenance listed in the owner's manual.** Emak USA recommends that you retain all receipts covering maintenance on you small off road engine, but Emak USA cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance. Any replacement part or service that is equivalent in performance and durability may be used in non-warranty maintenance or repairs, and shall not reduce the warranty obligations of the engine manufacturer.




## Carburetor Adjustment

Before adjusting the carburetor, clean the starter cover vents as shown in lilustration Fig. 85, and air filter as shown in lllustration Fig. 86, refer to Operation-Starting Unit and Maintenance-Air Filter Sections for details. Allow the engine to warm up prior to carburetor adjustment.

This engine is designed and manufactured in order to comply with EPA (Environmental Protection Agency) Phase 2 regulations. The carburetor is factory set and should not require adjusting.

The carburetor will permit only limited adjustment of the **"L"** (Low Jet) and **"H"** (High Jet) needles (Fig. 87). Any adjustment should be done by a Servicing Dealer.

Under no circumstances should the **"L"** (Low Jet) and **"H"** (High Jet) needles be forced outside the range of adjustment.

**WARNING: Serious damage can occur to the engine if improper adjustments are made to the "L" and "H" needles. Do not force the "L" and "H" needles outside the adjustment range in such case the engine will not run in compliance with emissions regulations.**

### Idle Speed Adjustment

- If the engine starts, runs, and accelerates but will not idle; turn the idle speed screw **"T"** clockwise to increase idle speed (Fig. 87).
- If the chain turns at idle, turn the idle speed screw **"T"** counterclockwise to reduce the idle RPM and stop the chain movement. If the saw chain still moves at idle speed, contact a Servicing Dealer for adjustment and discontinue use until the repair is made.

## Fuel Filter

Check the fuel filter **(F, Fig. 88)** periodically. Replace it if contaminated or damaged.

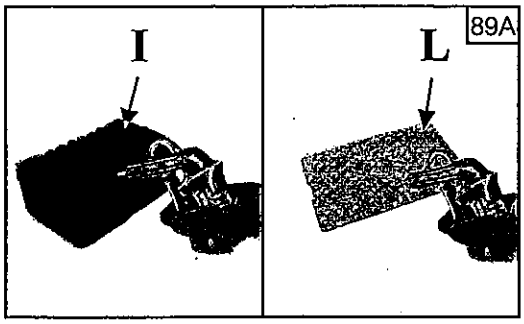
## Air Filter

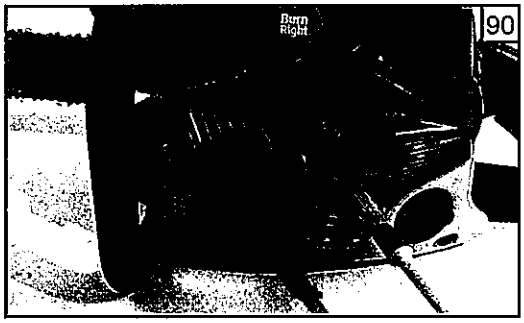
**WARNING: Do not clean filter in gasoline or other flammable solvent to avoid creating a fire hazard or producing harmful evaporative emissions.**

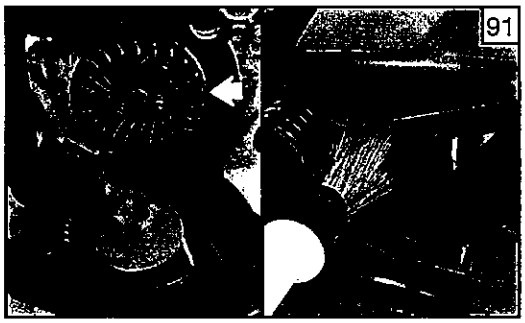
Unscrew the screws on the cover **(G, Fig. 89)**, remove air filter cover **(H)** and check the air filters **(I-L, Fig. 89A)** each day. Filter (L): snake it and clean it with a soft brush. Filter (I) clean with degreaser, wash with water and blow from a distance with compressed air. Reinstall the air filters. Place the air filter cover onto the chain saw. Tighten the air filter cover screws securely.

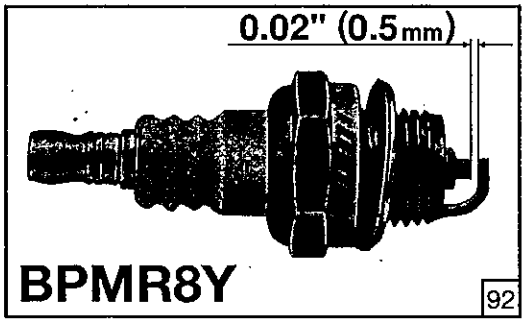
A used air filter can never be completely cleaned. It is advisable to replace your air filters with a new one after six month of operation.

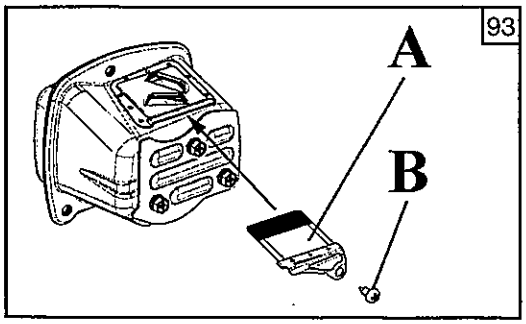
**CAUTION: Never run the engine without the air filters, serious damage could result.**
**Make sure the air filters is correctly placed in the air filter cover before reassembly.**
**Always replace damaged filters.**
**Do not clean a filter with a brush.**




## Starter Unit

Use a brush to keep the cooling vents of the starter assembly free and clean of debris (Fig. 90).

**WARNING: The coil spring is under tension and could fly apart causing serious injuries. Never try to disassembly or modify it.**

## Engine

Clean the cylinder & flywheel fins with compressed air or a brush periodically (Fig. 91). Dangerous overheating of engine may occur due to impurities on the cylinder.

**WARNING: Never run the saw without all the parts, including the drivecase cover and starting housing, securely in place. Because parts can fracture and pose a danger of thrown objects, leave repairs to the flywheel and clutch to trained Servicing Dealers.**

## Spark Plug

This engine uses a NGK BPMR8Y with .02" (0.5 mm) electrode gap (Fig. 92). Use an exact replacement and replace every six months or more frequently, if necessary.

**WARNING: Never test the ignition system with ignition wire connector removed from spark plug or with unseated spark plug, since uncontained sparking may cause a fire. A loose connection between spark plug terminal and ignition wire connector in the boot may create arcing that could ignite combustible fumes and cause a fire.**

Use only resistor type spark plugs of the approved range.
Factors such as:
- too much oil in fuel mix;
- dirty air filter;
- unfavourable running conditions, e.g. operating at part load; may result in rapid deterioration of the spark plug.

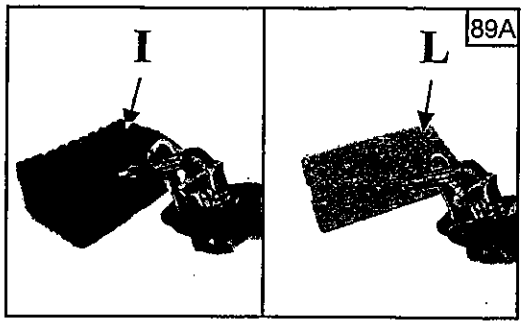
## Spark Arresting Muffler

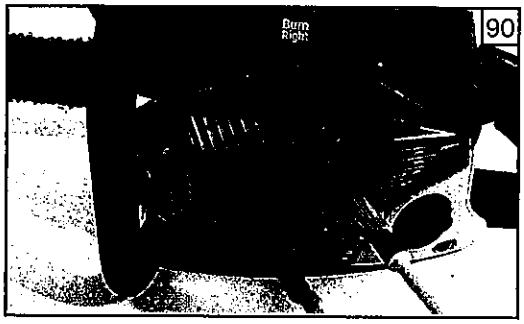
The chainsaw is provided with a Spark Arrester System p.n. 50240109 (Fig. 93) complying with the requirements of SAE J335 standard; you can check the p.n. of the Spark Arrester System on the muffler itself.

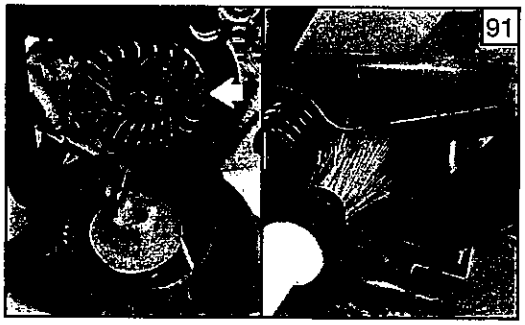
**WARNING: A faulty or altered spark arrester system screen can create a fire hazard.**

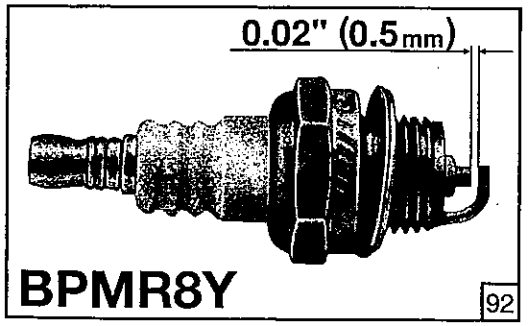
Through normal use the screen can become dirty and should be inspected weekly and cleaned as required.

**To clean:**
- Allow the muffler to cool.
- Remove the spark arrester screen screw **(B)**.
- Remove the spark arrester screen **(A)** p.n. 50240155.
- Clean and inspect the spark arrester screen. If the spark arrester screen is damaged, faulty or deteriorated, replace the screen.




cubierta. Ponga la cubierta del filtro de aire en la motosierra. Apriete firmemente el mando de la cubierta.
Un filtro de aire utilizado nunca se puede limpiar por completo. Se recomienda sustituir los filtros de aire por otro nuevo tras seis meses de funcionamiento.

**PRECAUCIÓN: No ponga nunca el motor en marcha sin los filtros de aire, ya que se pueden producir daños importantes.**
**Compruebe que los filtros de aire está correctamente colocado en su cubierta antes de volver a montarlo.**
**Sustituya siempre el filtro si está dañado.**
**No limpie el filtro con un cepillo.**

## Unidad de motor de arranque

Utilice un cepillo para eliminar los residuos que haya en las salidas de refrigeración del conjunto de motor de arranque (Fig. 90).

**ADVERTENCIA: El resorte de la bobina está bajo tensión y podría salir despedido provocando lesiones graves. No intente nunca desmontarlo ni modificarlo.**

## Motor

Limpie periódicamente las aletas del volante y del cilindro con aire comprimido o con un cepillo (Fig. 91). Si hay impurezas en el cilindro, es posible que el motor se sobrecaliente de forma peligrosa.

**ADVERTENCIA: No ponga nunca la motosierra en marcha sin estar todas las piezas correctamente colocadas en su sitio, incluyendo la cubierta de la carcasa de transmisión y el alojamiento de arranque. Puesto que las piezas se pueden romper y salir despedidas, los trabajos de reparación del volante y el embrague los debe realizar personal de un concesionario de servicio con la formación adecuada.**

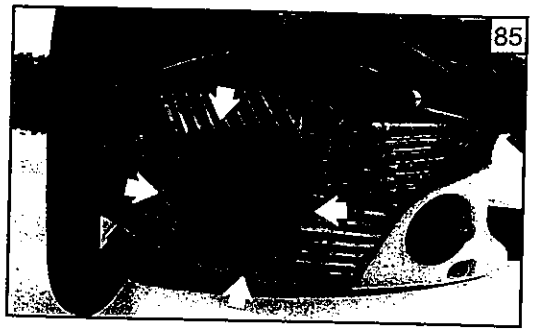
## Bujía

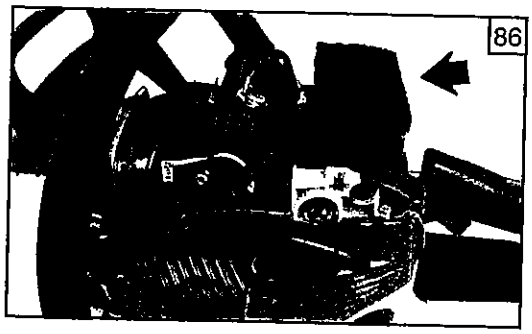
Este motor utiliza una bujía NGK BPMR8Y con una separación de las puntas del electrodo de .02" (0.5 mm) (Fig. 92). Utilice una bujía de repuesto exactamente igual a la original y sustitúyala cada seis meses o con mayor frecuencia, si es necesario.

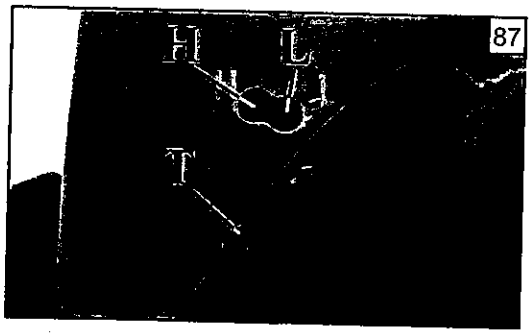
**ADVERTENCIA: No someta nunca el sistema de encendido a pruebas con el conector del cable de encendido desconectado de la bujía o sin estar correctamente puesta la bujía, ya que las chispas no contenidas pueden provocar un incendio. Una conexión floja entre el terminal de la bujía y el conector del cable de encendido en la funda puede generar formación de arco, que puede inflamar los gases combustibles y provocar un incendio.**

Utilice solamente bujías de tipo resistor de gama homologada.
Factores tales como:
- Demasiado aceite en la mezcla de combustible;
- Filtro de aire sucio;
- Condiciones de funcionamiento desfavorables (por ejemplo, funcionamiento con carga parcial);

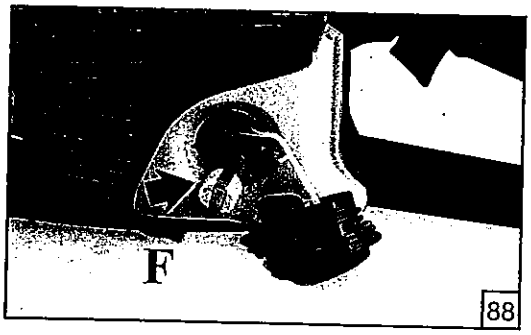
Pueden provocar que la bujía se deteriore rápidamente.


85

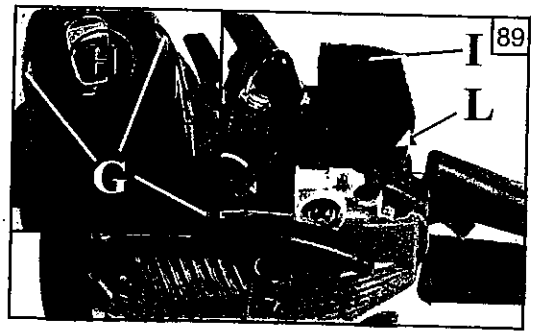

86



87



88



89

- Barra guía doblada.
- Raíles agrietados o rotos.
- Raíles abiertos.

Además, las barras guía que tengan una rueda dentada en la punta se deben lubricar periódicamente con una jeringa de engrase para aumentar su vida útil.
Gire la barra guía y compruebe que los orificios de lubricación **(T)** y la ranura de la cadena **(S)** no tienen impurezas.

## Ajuste del carburador

Antes de ajustar el carburador, limpie las salidas de ventilación de la cubierta del motor de arranque como se muestra en la Fig. 85 y el filtro de aire como se indica en la Fig. 86. Para obtener más información, consulte las secciones de funcionamiento (unidad de arranque) y de mantenimiento (filtro de aire). Deje que el motor se caliente antes de ajustar el carburador.
Este motor está diseñado y fabricado para cumplir las regulaciones de Fase 2 de la EPA (Agencia de protección del medio ambiente de EE.UU.). El carburador se ha ajustado en fábrica y no debe requerir ningún ajuste. El carburador sólo permitirá realizar un ajuste limitado de las agujas **"L"** (chorro bajo) y **"H"** (chorro alto). Los ajustes se deberán realizar en un concesionario de servicio. Las agujas **"L"** (chorro bajo) y **"H"** (chorro alto) no se deberán forzar para fijarlas fuera del rango de ajuste bajo ninguna circunstancia.

**ADVERTENCIA: El motor puede sufrir daños importantes si se realizan ajustes inadecuados en las agujas "L" y "H". No fuerce las agujas "L" y "H" para fijarlas fuera del rango de ajuste; en tal caso, el motor no funcionará en conformidad con las regulaciones sobre emisiones.**

**Ajuste de la velocidad de ralentí**

- Si el motor arranca, se pone en marcha y acelera pero no se pone a ralentí, gire el tornillo de velocidad de ralentí **"T"** en el sentido de las agujas del reloj para aumentar la velocidad de ralentí (Fig. 87).
- Si la cadena gira al ralentí, gire el tornillo de velocidad de ralentí **"T"** en el sentido contrario a las agujas del reloj para reducir las RPM de ralentí y parar la cadena. Si la cadena sigue moviéndose a velocidad de ralentí, póngase en contacto con un concesionario de servicio para su ajuste, y no utilice la unidad hasta que se haya realizado la reparación.

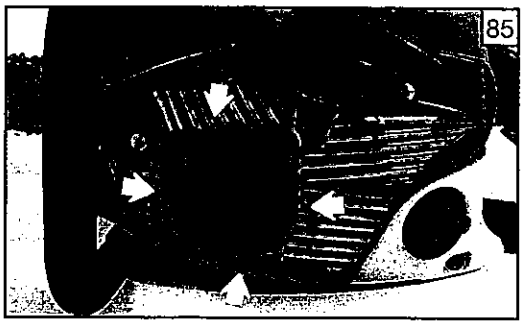
## Filtro de combustible

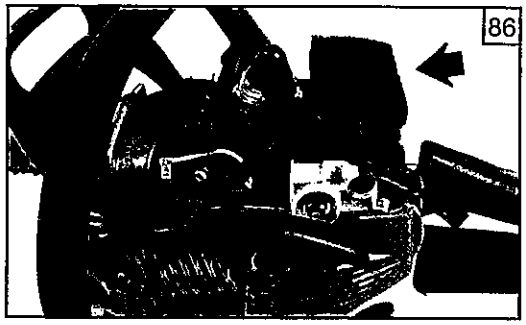
Compruebe periódicamente el filtro de combustible **(F, Fig. 88).** Sustitúyalo si está contaminado o dañado.

## Filtro de aire

**ADVERTENCIA: No limpie el filtro con gasolina u otros disolventes inflamables a fin de evitar que se cree el peligro de incendio o que se generen emisiones de evaporación perjudiciales.**

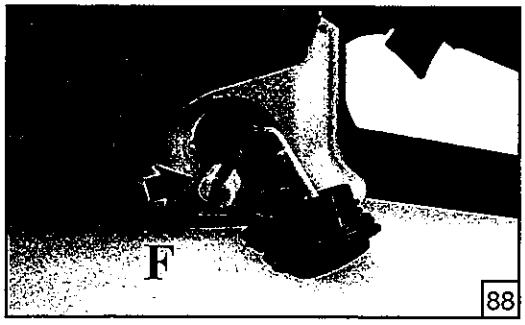
Desenroscar los tornillos de la cubierta **(G, Fig. 89)**, retire la cubierta **(H)** y compruebe los filtros de aire **(I-L, Fig. 89A)** cada día. Filtro (L): sacudirlo y limpiarlo con un pincel suave. Filtro (I): limpiar con desengrasante, lavar con agua y soplar a distancia con aire comprimido. Vuelva a instalar los filtros de aire en la













- Rails fendillés ou cassés.
- Rails étirés.

En outre, les guide-chaîne équipés d'un pignon en leur pointe doivent être lubrifiés périodiquement à l'aide d'une seringue à huile afin de rallonger leur durée de vie.
Retournez le guide-chaîne et vérifiez que les orifices de lubrification **(T)** et la gorge de chaîne **(S)** sont exempts d'impuretés.

## Réglage du carburateur

Avant de procéder au réglage du carburateur, nettoyez les ouïes d'aération du couvercle de démarreur comme indiqué dans la Fig. 85, ainsi que le filtre à air comme indiqué dans la Fig. 86. Reportez-vous aux sections Fonctionnement-Démarrage de la machine et Entretien-Filtre à air pour de plus amples détails. Laissez chauffer le moteur avant de procéder au réglage du carburateur.
Ce moteur est conçu et fabriqué conformément aux réglementations de Phase 2 de l'EPA (Agence de protection de l'environnement). Le carburateur est réglé en usine et ne nécessite normalement aucun réglage. Ce modèle de carburateur ne permet que le réglage des aiguilles **"L"** (gicleur bas) et **"H"** (gicleur haut). Tout réglage doit être effectué par un service d'entretien agréé.
Ne forcez en aucun cas les aiguilles **"L"** (gicleur bas) et **"H"** (gicleur haut) hors de leur plage de réglage.

**AVERTISSEMENT: Un réglage incorrect des aiguilles "L" et "H" peut entraîner de graves dégâts au niveau du moteur. Ne forcez pas les aiguilles "L" et "H" hors de leur plage de réglage sous peine de rendre le moteur non conforme à la réglementation relative aux émissions polluantes.**

**Réglage du ralenti**

- Si le moteur démarre, tourne et accélère mais ne tient pas le ralenti, tournez la vis de réglage du ralenti **"T"** dans le sens des aiguilles d'une montre pour augmenter le ralenti (Fig. 87).
- Si la chaîne tourne au régime de ralenti, tournez la vis de réglage du ralenti **"T"** ans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continuer à tourner au régime de ralenti, contactez un service d'entretien agréé pour procéder au réglage et n'utilisez pas la machine tant que la réparation n'a pas été effectuée.

## Filtre à carburant

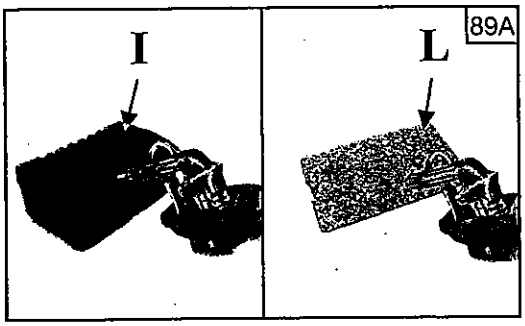
Contrôlez le filtre à carburant **(F, Fig. 88)** périodiquement. Remplacez-le s'il est contaminé ou endommagé.

## Filtre à air

**AVERTISSEMENT: Ne nettoyez pas le filtre à air à l'essence ou avec tout autre produit inflammable afin d'éviter tout risque d'incendie ou de générer des vapeurs nocives.**

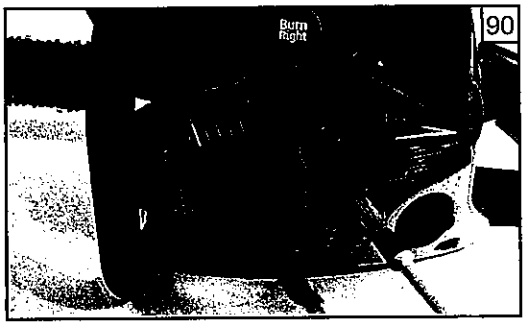
Dévissez les vis du couvercle **(G, Fig. 89)**, déposez le couvercle du filtre à air **(H)** et contrôlez les filtres à air **(I-L, Fig. 89A)** quotidiennement. Filtre (L): secouez-le et nettoyez-le avec un pinceau souple. Filtre (I): nettoyer à l'aide du dégraissant, laver à

fr




l'eau et souffler de l'air comprimé à une certaine distance. Remontez les filtres à air dans le couvercle. Posez le couvercle de filtre à air sur la tronçonneuse. Resserrez fermement les vis du couvercle de filtre à air.
Un filtre à air usagé ne peut jamais être complètement nettoyé. Il est recommandé de remplacer le filtre à air après six mois d'utilisation.

**MISE EN GARDE: Ne faites jamais tourner le moteur sans les filtres à air au risque de l'endommager. Vérifiez que les filtres à air est correctement logé dans le couvercle de filtre à air avant procéder au remontage de l'ensemble. Remplacez toujours un filtre à air endommagé. Ne nettoyez pas le filtre à l'aide d'une brosse.**




## Démarreur

Éliminez les débris accumulés au niveau des ouïes d'aération du démarreur à l'aide d'une brosse **(Fig. 90).**

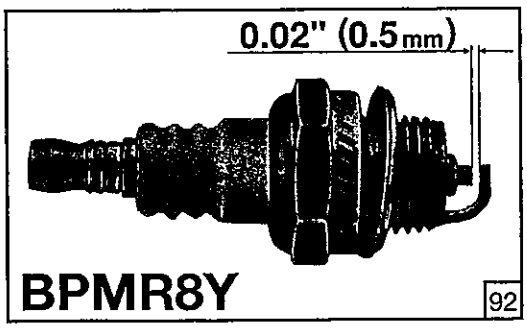
**AVERTISSEMENT: Le ressort à enroulement est sous tension et peut "sauter" à tout moment, entraînant de graves blessures. Ne tentez jamais de le démonter ou de le modifier.**




## Moteur

Nettoyez périodiquement les ailettes du moteur et du volant-moteur à l'air comprimé ou à l'aide d'une brosse **(Fig. 91).** Les impuretés incrustées sur le cylindre peuvent entraîner une surchauffe dangereuse du moteur.

**AVERTISSEMENT: Ne faites jamais fonctionner la tronçonneuse si toutes les pièces ne sont pas correctement montées, notamment le couvercle du carter d'entraînement et le carter du démarreur. Dans la mesure où les pièces peuvent se casser et voler en éclat, faites réparer le volant-moteur et l'embrayage à un réparateur agréé.**




## Bougie

Ce moteur utilise une bougie NGK BPMR8Y avec un espacement entre les électrodes de 0,5 mm (0,02 pouce) **(Fig. 92).** Remplacez-la par une bougie identique tous les six mois ou plus fréquemment si nécessaire.

**AVERTISSEMENT: Ne testez jamais le système d'allumage alors que le connecteur du câble d'allumage est débranché de la bougie ou si la bougie n'est pas montée dans son logement, au risque de produire un jaillissement d'étincelles non contrôlé qui peut entraîner un risque d'incendie. Une mauvaise connexion entre la borne de la bougie et le connecteur du câble d'allumage au niveau de la coiffe peut générer un arc électrique susceptible d'enflammer les vapeurs de carburant à l'origine d'un incendie.**

Utilisez exclusivement des bougies antiparasites de la gamme préconisée.
Les facteurs tels que:
- un excès d'huile dans le mélange de carburant;

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June, 2011

Karen Levin
CV # 2 exhibit
Dulberg

Neurologist -
Associated w/ 20 yrs.
no specialties.
Board Certified

Dr Grobman 2002 - left side of body due to MVA.

* Prior 8-23-02 - put pressure in it, had sensations & 3rd and 4th - finger & pinky

if it sided - suppose to be left. on that note

7-28-11 injury / chainsaw, hx headaches, muscle weakness numbness

left arm ulnar movement.

Diagram of hand - where had cut mark, reflexes are graded 1-to 4 - his was 1, symetric

Diagram - decrease to lt touch & pin prick

subjective
likely branch sensory neuropathy =>
- need to see hand surgeon

Letter to Hans,
- no difficulties w/ lt arm -> b/4
- no NIMC records in her chart

significant pain => never said how long

5th digit = pinky

dropness = weak

Mostly tingling + numb feeling

Nerve conduction = Emg 8-10-11

Emg - ① nerve conduction. - showed that nerves were all conducting
② pin into muscles → π did not have that

π only had nerve conduction.

only looks at big nerves not the nerve endings
- not test to differentiate nerve endings

8-10-11 - see hand surgeon. to make sure there was anything else to be done

Hand surgeon - Dec 2, 11 Mid America

Dr Marcus Tallerico → report,
no evid of

c/o's are Muscular

no surgery

2-29-12 Dr Sageman - hand surgeon

Dr Seck sent π to Sageman

scar, tenderness + sensitivity + by elbow
partial ulnar nerve injury.

2nd Emg. 3-13-12 came back to Levin
- normal, both parts done.

5-16-12 spoke to Sageman, wants

neuropathic pain medicine

Also spoke to Sageman in 2013 - + he wanted

New symptom of contractors - hand cramping up.

Levin 1st saw in 8, 2013

T said been having since accid.

Dates from Bill

2-4-13
5-16-12
8-14-13

7-28-11
8-10-11
1-30-12
2-13-12
3-13-12
5-4-12
5-16-12
7-26-12
7-31-12

9-12-13

July 28. 2011, handwritten notes - sheet of diagram & her letter

8-10-12 - letter put together

- note likely he would improve over ~~the~~ several months, ~~most~~ btwn 6 mons & a year.

C/o of numbness & tingling no pain

- in letter may result in permanent numbness cutting a nerve can cause numbness

Pain getting better noticed numbness & tingling
No C/o's of pain on 7-28, & 8-10

1-30-12 - therapist asked him to be re-evaluated
↓
PT - not her recommendation

Would defer to hand specialist re: PT
Di has therapy notes from Dynamic Therapy

Re-evaluation, numbness & tingling
if bent little finger made pain worse
wanted to see if disc disease was due ~~for~~ to arm. She did not help w/ disability
TT/o neck pain - also on health questionnaire of 2002

C8 - cervical but Emg was normal

1-30-12 Burning c/o's - in july & august
tingling - but it is all
lumped together
same area as of where he c/o.
not explainable re: pinky
Exam - decreased strength in moving
little finger -> subjective
5th digit flexed -> pain in arm - subjective
Dont know why?. recomended MRI
of fore arm.

scar raised, could be a neuroma
bump - could feel it - so MRI 2-3-12
MRI - no neuromas, normal tendons

2-13-12 - suggested get 3rd opinion w/ Sageman
Dr Levin did not know why it getting
symptoms.

3-13-12 back for Emg

5-4-12 records released to Popovich

5-16-12 Sageman wanted pain therapy.
Gabapentent - for works on nerve
stops jumping of nerves.
well tolerated
small dose
wears splints at night

POP 000482

5-16-12 call w/in 2 weeks.

6-1-12 spoke to Melissa, clinician, increased meds due to gardening

6-11-12 phone increased to 900 mg x2 per day

Pain w/ use of the arm -> Dr has no explanation - was

7-16-12 - records to social security.

1-23-13 phone call - assistant overwhelming fear, hard to breath, no LOC, not sure if panic attack Dr not in town. Associate said make appt.

2-4-13 TT came in - c/o on meds, stopped it & then for 2 weeks then got better usually

Surgery w/ Sagerman - feeling better, when uses hand gets burning, has hydrocodone

Exam - normal

Recom -> has medicine

has no connection to arm injury

Sagemon → surgery. Dr has no notes re: procedure done by Sager -
defer to Sagemon

left tennis elbow - 2002 accident
↓
pain behind elbow.
condition can come back
continued repetition of or use of elbow can bring it back.

5-29-13 migraine not part of his injury ~~in~~ in this case

8-12-13 restart medicine
gabapenten
D/K recomend people stop this medicine

8-14-13 - last visit at her office
burning, contraction whole arm
strength is bad
scar tissue -
spells - first time she heard that
- right
strength
no atrophy
reflexes were equal

Dr → confusion
D/K why having these symptoms
see handout D1
& got on Gabapent
Dr was confused
She never saw these
#10's before

9-25-13 TT said Dr Kuyawa ⇒
TT getting botox for his
dystonia
if have cont contractions so
people got botox
TT not someone she would
recommend for botox

9-30-13 — Dr Kuyawa would manage
his care.
TT under care of Dr Kuyawa

---

opinion ⇒
6-28-11 - accid - brachial nerve
disturbance caused sensory changes
in hand & forearm
Could result in permanent condition
Cont care ⇒ medication the Dr would
feel be appropriate
Loss of use of it arm or hand - no
just numbness & tang
TT should be able to use his arm &
hand.

ASSOCIATED NEUROLOGY, S.C.

MITCHELL S. GROBMAN, M.D.
KAREN F. LEVIN, M.D.

July 28, 2011

Mr. Hans Mast
3416 W. Elm Street
McHenry, IL 60050

RE: Paul Dulberg

Dear Mr. Mast,

Mr. Dulberg was previously seen by my associate, Dr. Mitchell Grobman, in 2002 for left ulnar neuropathy, and had surgery and essentially became asymptomatic by 2007 and who had never had difficulty in his right arm. Approximately a month prior to the evaluation, he had been holding a branch for a neighbor when the chainsaw came up and cut his right forearm. He was taken to Northern Illinois Medical Center where they put in inner stitches in the muscle and outer stitches. He originally had very significant pain, but as the pain was getting better, he started noticing that he had numbness in his fifth digit in the inner aspect of his forearm. He had not been dropping things. It was mostly just a tingling and a numb feeling. He denies ever having any right-sided symptoms or right-sided injuries. His examination was significant for a healing scar in the right forearm and for decreased light touch, pinprick, and temperature sensation in the ulnar distribution of the right arm. His strength was normal. Given the distribution, it was felt that this was a branch neuropathy to the sensory nerves. I did have him undergo nerve conductions to make sure that the median and ulnar nerves were all without involvement and they were. I recommended that he see a hand surgeon as well just to be certain that there were no other treatment options for him; however, most likely this was just a sensory branch neuropathy that may improve or may result in permanent numbness in the distribution that he was showing numbness. Mr. Dulberg should followup if any additional symptoms develop or if he wished to try any neuropathic pain treatment if it became painful and not just numb.

Sincerely,

Karen Levin, MD (mdm)

Karen F. Levin, M.D.

KFL/klm

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

CONTINUATION

NAME Dullberg, Paul

ADDRESS DATE

5-13-12 here for results MRI ©.

I do not know why pt has continued symptoms not sure why when he breaks his little finger and things get worse & pain in entire arm

I suggested getting a 3rd opinion & Dr. Scott Sagerman

10 min spent & pt

5/14/12 per release, records forwarded to Thomas Ponpeian PC (Hand Mast), 3411 W Elm Street McHenry, IL 60050 (ak)

5-16-12 here for FU. I spoke & Dr. Sagerman & he ordered lidoderm patch on neuropathic pain med.

Mr. Dullberg doesn't think the strength is improving. He also can't save the pain as that focus. It only lasts a few seconds.

Doing PT anything of smaller caliber during the day on right & the scar site wearing wrist splint & night time

Will add Gabapentin for the 300mg QHS for 1 week then BID

Call 2 wks or sooner if side effects

6/1/12 PC from pt - he did some gardening work 2d ago and now his SXS are ↑ing. Per KFL - ↑ gabapentin to 600mg bid. Pt notified from

6/11/12 PC from pt - he is still noticing freq. twinges of pain / discomfort from the nerve/skin he rides the arm. Per KFL - ↑ to 600mg 1½ bid and call in 2 wks if needed. — Marlon Pt DOB 1/6/62

CONTINUATION

NAME Dulberg, Paul

ADDRESS

DATE

8-10-11 here for NCV's → normal.
This is branch nerve injury
main median & Ulnar nerves are nl
Likely will improve somewhat
If not several months
To see hand surgeon as well

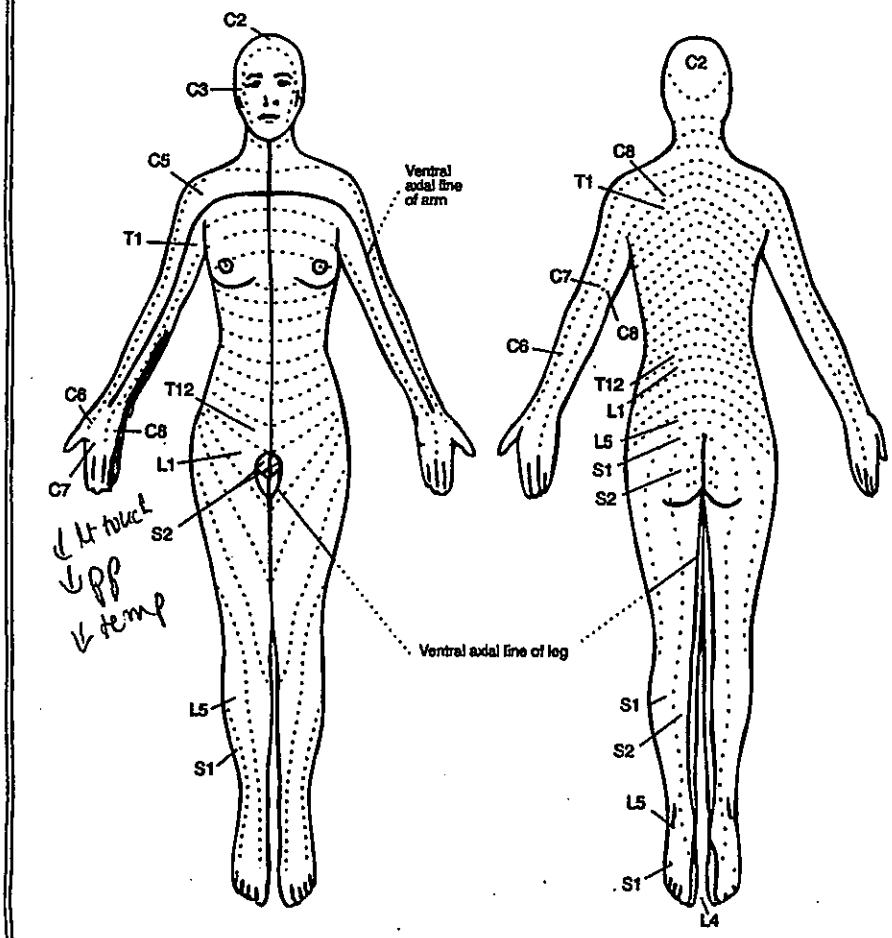
1-30-12 here because his therapist asked that he be re-evaluated. still getting numbness & tingling & burning on spots down the Ulnar side of arm & hand
If he bends his little finger it aggravates the pain & sets it off all day.
He is filing for disability for this issue & wanted to make sure this isn't related to this

Exam: ↓ strength ~~extra~~ in (R) fourth digit abduction ≈ normal adduction
c flexion of 5th digit & pain in arm
scar is noted ? bump on end.

Imp will √ MRI forearm to R/o neuroma
R/o disruption of tendon or nerve
Pt to f/u MRI. 15 min spent c pt

ITEM 07-057623I/8290

| DEEP PAIN | TEMP. | VIBRATION | JOINT | SUP. TOUCH | DBL. SM. STM. | 2 - POINT | STEREOGNOSIS | GRAPHESTHESIA | ☐ R SENSATION L ☐ | DEEP PAIN | TEMP | VIBRATION | JOINT | SUP. TOUCH | DBL. SM. STM. | 2 - POINT | STEREOGNOSIS | GRAPHESTHESIA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | HEAD | | | | | | | | | |
| | | | | | | | | | UPPER EXTREMITIES | | | | | | | | | |
| | | | | | | | | | THORAX | | | | | | | | | |
| | | | | | | | | | ABDOMEN | | | | | | | | | |
| | | | | | | | | | LOWER EXTREMITIES | | | | | | | | | |
| | | | | | | | | | SADDLE GENITALIA | | | | | | | | | |




| INSP. | BULK | STRENGTH | TONE | ☐ R MUSCLES L ☐ | INSP. | BULK | STRENGTH | TONE |
|---|---|---|---|---|---|---|---|---|
| | | | | STERNOCLEIDOMASTOID | | | | |
| | | | | TRAPEZIUS | | | | |
| | | | | DELTOID | | | | |
| | | | | SUPRASPINATUS | | | | |
| | | | | INFRASPINATUS | | | | |
| | | | | LATISSIMUS DORSI | | | | |
| | | | | PECTORALIS MAJOR | | | | |
| | | | | BICEPS BRACHII | | | | |
| | | | | TRICEPS BRACHII | | | | |
| | | | | WRIST EXTENSORS | | | | |
| | | | | WRIST FLEXORS | | | | |
| | | | | APB | | | | |
| | | | | FDI | | | | |
| | | | | OTHER INTRINSICS OF HAND | | | | |
| | | | | PSOAS MAJOR | | | | |
| | | | | QUADRICEPS FEMORIS | | | | |
| | | | | GLUTEUS MAXIMUS | | | | |
| | | | | ADDUCTOR MAGNUS | | | | |
| | | | | HAMSTRINGS | | | | |
| | | | | GASTROCNEMIUS | | | | |
| | | | | TIBIALIS ANTERIOR | | | | |
| | | | | TIBIALIS POSTERIOR | | | | |
| | | | | PERONEI | | | | |
| | | | | EXTENSOR HALLUCIS | | | | |

☐ PRONATOR DRIFT
☐ HOOVER

INSP. FOR HYPERKINESIA/BRADYKINESIA

L ulnar ↓ pp ↓ temp

Distally biased sensory neuropathy with ↓ CMAs. Also may need to see hand surgeon

ASSOCIATED NEUROLOGY, S.C. Rr Grundlake

Mitchell S. Grobman, M.D. Karen F. Levin, M.D. Phone (847) 549-0055
1900 Hollister Drive, Suite 250, Libertyville, IL 60048 Fax (847) 549-0404

Patient Name: Paul Dulberg (847)546-3600

D.O.B.: 3/19/70 SS#

Phone #: Home: (847) 497-4250 Work:

Send additional copy of report to: 729.5

Diagnosis s/p trauma R/o neuroma o2 nerve o2 tendon disruption

☐ MRI
- ☐ Brain
- ☐ C-Spine
- ☐ T-Spine
- ☐ LS-Spine
- ☐ With Contrast
- ☐ Without Contrast
- ☐ anesthesiology administer sedation is medically necessary because of

☐ MRA
- ☐ Intracranial
- ☐ Extracranial

☒ MRI upper ext (R) non joint C & S gad

☐ Ultrasound ☐ X-Ray

☐ CT ☐ With Contrast ☐ Without Contrast

☐ Echo ☐ TEE ☐ 24 Hour Holter ☐ Tilt Table To be read by Dr.

☐ EEG may sedate using _____ gram(s) chloral hydrate if necessary ☐ Other

☐ Labs

| | | |
|---|---|---|
| ☐ carbamazepine | ☐ phenytoin | ☐ phenobarbital |
| ☐ valproic acid | ☐ gabapentin | ☐ lupus anticoagulant |
| ☐ protein C | ☐ protein S | ☐ antithrombin III |
| ☐ CBC w/plts | ☐ folate | ☐ activated protein C resistance |
| ☐ thyroid profile | ☐ TSH | ☐ anticardiolipin antibody |
| ☐ hepatic profile | ☐ PTT | ☐ sedimentation rate |
| ☐ basic metabolic profile | ☐ B12 | ☐ ANA with reflex testing |
| ☐ glycohemoglobin | ☐ RPR | ☐ comprehensive metabolic profile |
| ☐ immunofixation | ☐ homocysteine | ☐ Acetylcholine receptor antibodies |
| ☐ _____ | ☐ _____ | ☐ _____ |

☐ Mitchell S. Grobman, M.D. ☒ Karen F. Levin, M.D.

1-30-12 Date

Faxed mdlw

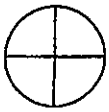
DATE: 7-28-2011 **ASSOCIATED NEUROLOGY, S.C.**

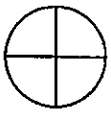
NAME Dulberg, Paul ☑ M ☐ F ☐ R ☐ L HANDED

MENTAL STATUS

## ☐ R CRANIAL NERVES L ☐

- ☐ SMELL
- ☐ VISION
- ☐ ACUITY
- ☐ FIELDS





- ☐ FUNDUS
- OPTIC DISC
- VESSELS
- FOVEA
- ☐ LIDS
- ☐ OCULAR MOVEMENT
- ☐ CONVERGENCE
- ☐ NYSTAGMUS
- ☐ PUPILS
- ☐ SIZE / SHAPE
- ☐ LIGHT
- ☐ CONSENSUAL
- ☐ AFFERENT PUPIL
- ☐ CORNEAL REFLEX
- ☐ FACIAL SENSATION
- ☐ PIN
- ☐ LIGHT TOUCH
- ☐ MUSC. OF MASTIC.
- ☐ FACIAL MUSCLES
- ☐ UPPER
- ☐ LOWER
- ☐ TASTE
- ☐ AUDITORY ACUITY
- ☐ SOFT PALATE
- ☐ GAG
- ☐ STERNOMASTOID
- ☐ TRAPEZIUS
- ☐ TONGUE

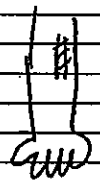
## ☐ R COORDINATION L ☐

- ☐ FNF
- ☐ HKS

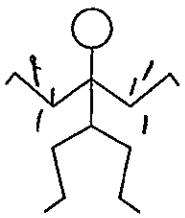
RAPID ALTERNATING MOVEMENTS

- ☐ TONGUE
- ☐ HANDS
- ☐ FINGERS
- ☐ FOOT

## EXPLANATORY NOTES



## ☐ R REFLEXES L ☐



- ☐ HOFFMAN
- ☐ TROMNER
- ☐ PM
- ☐ GRASP
- ☐ SUCK
- ☐ SNOUT
- ☐ GLABELLAR
- ☐ JAW

## ☐ R GAIT L ☐

- ☐ SPONTANEOUS
- ☐ ON TOES
- ☐ ON HEELS
- ☐ ARM SWING
- ☐ BASE
- ☐ TANDEM
- ☐ POSTURE
- ☐ STABILITY
- ☐ ROMBERG
- ☐ TANDEM ROMBERG

## GENERAL

- ☐ CAROTID PULSE
- ☐ CAROTID BRUIT
- ☐ PERIPHERAL PULSE
- ☐ TINEL
- ☐ PHALEN
- ☐ NECK ROM
- ☐ ROM AT WAIST
- ☐ STRAIGHT LEG RAISING
- ☐ PARASPINAL TENDERNESS
- ☐ CARDIAC MURMUR
- ☐ KERNIG
- ☐ BRUDZINSKI
- ☐ L'HERMITTES

sitting

| | SUPINE | STANDING |
|---|---|---|
| BP | 104/68 | |
| HR | 72 16 | |

# HEALTH QUESTIONNAIRE

ASSOCIATED NEUROLOGY, S.C.

Patient's Name: Dellberg, Paul Date: 7/28/11 Handedness: ☒ Right ☐ Left

**REASON FOR VISIT** Chainsaw To Right Forearm AGE: 41

**MEDICAL HISTORY** *If you have had any of the following symptoms or diseases, please check (✓) and indicate at what age.*

- ☒ Headaches
- ☐ Dizzy or ☐ Fainting Spells
- ☐ Decreased Hearing
- ☐ Ringing in Ear
- ☐ Failing Vision ☐ Eye Pain
- ☐ Double or ☐ Blurred Vision
- ☐ Hoarseness
- ☐ Difficulty Swallowing
- ☐ Convulsions/Seizures
- ☐ Stroke ☐ Head Injury
- ☐ Tremor/Hands Shaking
- ☒ Muscle Weakness
- ☒ Numbness/Tingling Sensations
- ☐ Back Pain
- ☐ Foot Pain ☐ Cold Numb Feet
- ☐ Difficulty Sleeping
- ☐ Memory Loss ☐ Phobias
- ☐ Difficulty Walking
- ☐ Difficulty Speaking
- ☐ Imbalance
- ☒ Neck Pain ☐ Facial Pain
- ☐ Meningitis/Encephalitis
- ☐ Weight Loss or ☐ Gain
- ☐ Unusual Fatigue/Loss of Energy
- ☐ Frequent Ear Infections
- ☐ Glaucoma ☐ Cataracts
- ☐ Frequent Nosebleeds
- ☐ Sinus Pain ☐ Sore Throat
- ☐ Teeth/Gum Pain/Bleeding
- ☐ Chronic Cough
- ☐ Hay Fever/Allergies
- ☐ Pneumonia/Pleurisy
- ☐ Bronchitis/Emphysema
- ☐ Asthma/Wheezing
- ☐ Shortness of Breath:
  - ☐ On Exertion ☐ Lying Flat
- ☐ Chest Pain or Tightness
- ☐ High Blood Pressure
- ☐ Heart Murmur
- ☐ Irregular Pulse ☐ Palpitations
- ☐ High Cholesterol/Fat
- ☐ Swollen Ankles ☐ Blood Clots
- ☐ Calf Pain When Walking
- ☐ Varicose Veins/Phlebitis
- ☐ Loss of Appetite (recent)
- ☐ Indigestion/Heartburn
- ☐ Persistent Nausea/Vomiting
- ☐ Peptic Ulcer/Abdominal Pain
- ☐ Gall Bladder Trouble
- ☐ Jaundice/Hepatitis
- ☐ Change in Bowel Habits
- ☒ Diarrhea ☒ Constipation
- ☐ Bowel Polyps ☐ Crohn's/Colitis
- Stools: ☐ Bloody ☐ Black ☐ Pale
- ☐ Hemorrhoids ☐ Hernia
- ☐ Urine Infections (frequent)
- Urination: ☐ Overnight > twice
  - ☐ Painful ☐ Bloody ☐ No Control
  - ☐ D e in Force/Flow
- ☐ Kidn ies
- ☐ Venereal Disease/Genital Warts
- ☐ Urethral Discharge
- ☐ Anemia ☐ Bruise Easily
- ☐ Cancer (Type) _____
- ☐ Diabetes ☐ Excessive Thirst
- ☐ Thyroid Disease
- ☐ Arthritis/Rheumatism
- ☐ Bone Fracture/Joint Injury
- ☐ Gout ☐ Osteoporosis
- ☐ Rashes ☐ Hives
- ☐ Eczema ☐ Psoriasis
- ☐ Nervousness ☐ Depression
- ☐ Moodiness ☐ Excessive Stress
- ☐ Mental Illness
- ☐ Chicken Pox ☐ Polio ☐ Mumps
- ☐ Measles ☐ German Measles
- ☐ Lyme Disease
- ☐ Rheumatic Fever ☐ Scarlet Fever
- ☐ Tuberculosis
- ☐ Herpes ☐ AIDS (HIV)
- ☐ Contact w/Blood or Body Fluids
- ☐ Blood Transfusions
- ☐ Sexual Problems

Males: ☐ Prostate ☐ PSA Test

Females: *Please complete rest.*

Menstrual Flow:

Age Started _____

☐ Reg. ☐ Irreg. ☐ Pain/Cramps

Days of Flow _____

Length of Cycle _____ Days

1st Date of Last Period _____

Number of:

_____ Pregnancies _____ Abortions

_____ Miscarriages _____ Live Births

☐ Pain/Bleeding During Sex

Birth Control Method _____

If B.C. Pill, Name _____

☐ Infertility History

☐ Flushing/Menopause

Date of Last PAP Test _____

☐ Normal ☐ Abnormal

Date of Last Mammogram

☐ Normal ☐ Abnormal

**HOSPITAL ADMISSIONS** *Indicate the year of hospitalization and the reason. Do not include normal pregnancies.*

| YEAR | ILLNESS OR OPERATION | YEAR | ILLNESS OR OPERATION | YEAR | ILLNESS OR OPERATION |
|---|---|---|---|---|---|
| | Left Arm Ulner Nerve Trans | | | | |
| | | | | | |

**MEDICATIONS** *List all that you take include those you buy without a prescription.*

Naproxin

**DRUG ALLERGIES**

None

**FAMILY HISTORY** *If any blood relative has suffered any of the following, please check below and indicate which relative.*

- ☐ Epilepsy (Seizures)
- ☐ Migraine Headaches
- ☐ Stroke
- ☐ Other Neurologic Disease
- ☐ Mental Illness
- ☐ Glaucoma
- ☐ Diabetes
- ☐ Thyroid Goiter
- ☐ Hay Fever
- ☐ Asthma
- ☐ Anemia
- ☐ Bleeds Easily
- ☐ Clotting Disorder
- ☐ Arthritis
- ☐ Heart Disease
- ☐ High Blood Pressure
- ☐ High Cholesterol
- ☐ Alcoholism
- ☐ Genetic Disease
- ☐ Cancer (Type) _____

**HABITS**

Cigarettes: 1 Packs/Day for 20 Years Alcohol: 10 Drinks/Week Coffee: 2 Cups/Day Regular Exercise: ☐ Yes ☒ No

Quit Smoking: ___ Years Ago Street Drugs: None

**TESTS/EXAMS (Year of Last One)**

Cholesterol _____ Sugar _____ Other Blood Tests _____

Rectal _____ Chest X-Ray _____ Cardiogram _____

T.B. Test _____ Eye Exam _____ Dental Exam _____

***Have you had any of these tests done? If so, please check and indicate year.***

- ☐ Angiogram _____
- ☐ CT Scan of Head _____
- ☐ CT Scan of Neck _____
- ☐ CT Scan of Lower Back _____
- ☐ MRI Scan of Head _____
- ☐ MRI Scan of Neck _____
- ☐ MRI Scan of Lower Back _____
- ☐ Neck X-Rays _____
- ☐ Lumbar Puncture (Spinal Tap) _____
- ☐ EEG (Brain Wave) _____
- ☐ EMG _____
- ☐ Myelogram _____

H:S HAFKEY BUSINESS SOLUTIONS, INC. 630/295-9232

**Associated Neurology, S.C.**

MITCHELL S. GROBMAN, M.D.
KAREN F. LEVIN, M.D.

# NEUROPHYSIOLOGY REPORT

Name: Dulberg, Paul  Test No.: 11-0802  Date of Exam: 10 Aug 11

**Motor Nerve Conduction:**

| Nerve and Site | Latency | Amplitude | Segment | Latency Difference | Distance | Conduction Velocity |
|---|---|---|---|---|---|---|
| **Median.R** | | | | | | |
| Wrist | 3.9 ms | 9.1 mV | | | | |
| Elbow | 8.8 ms | 6.1 mV | Wrist-Elbow | 4.9 ms | 255 mm | 52 m/s |
| **Ulnar.R** | | | | | | |
| Wrist | 2.9 ms | 10.7 mV | | | | |
| Below elbow | 6.2 ms | 10.1 mV | Wrist-Below elbow | 3.3 ms | 180 mm | 55 m/s |
| Above elbow | 7.7 ms | 9.5 mV | Below elbow-Above elbow | 1.5 ms | 100 mm | 67 m/s |

**F-Wave Studies:**

| Nerve | M-Latency | F-Latency |
|---|---|---|
| **Median.R** | 3.8 ms | 30.9 ms |
| **Ulnar.R** | 2.9 ms | 27.3 ms |

**Sensory Nerve Conduction:**

| Nerve and Site | Onset Latency | Peak Latency | Amplitude | Segment | Latency Difference | Distance | Conduction Velocity |
|---|---|---|---|---|---|---|---|
| **Median.R** | | | | | | | |
| Digit II (index fing | 2.3 ms | 2.9 ms | 22 μV | Wrist-Digit II (index finger) | 2.3 ms | 130 mm | 57 m/s |
| **Ulnar.R** | | | | | | | |
| Digit V (little fing | 2.0 ms | 2.6 ms | 28 μV | Wrist-Digit V (little finger) | 2.0 ms | 110 mm | 55 m/s |

**Interpretation:** NCV: Motor: Right median and ulnar motor responses are within normal limits. F-wave: Right median and ulnar f-waves are within normal limits. Sensory: Right median and ulnar responses are within normal limits.

**Conclusions:** No electrophysiologic evidence of diffuse neuropathy.

Karen F. Levin, M.D.

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

CONTINUATION

NAME Sutberg, Paul

ADDRESS

8-14-13 Has not headache since 5/13.

DATE

cont

Exam normal strength in (R) UE
no atrophy in (R) UE
Reflexes =.

Imp Not sure why he is now having dystonia like symptoms. I agree he needs to see Dr Sagerman.

Since he thinks Gabapentin helped will restart it @ 300 BID. Warned him not to stop "cold turkey" would need tapering. call 2 weeks for possible ↑.

[signature] MD

9.25.13 Pt called Saw Dr. Kugawa today and was told to call us to up his Gabapentin to 600 mg per day. Explained to Pt when we received report from Dr Kugawa (we would call him back with K+D recommendations.

9/30/13. Explained to pt that it is up his treat interest D had Dr Kugawa manage his care from this point. She has stage to offer pt. Pt voiced understanding + will Plan to [illegible] today

CONTINUATION

NAME Dutberg, Paul

ADDRESS

DATE

2-4-13

Exam normal

Imp: ① migraine - use Frova (#2)
Maxalt wing (#2)
Relpax (#2)

Call c which one works best.

② paresthesias - continue Gabapentin 900 mg BID

5/29/13 PC from pt- he had a severe migraine last night & tried samples- but all he did was vomit when up. PT lost his bowels too. Pt stated he just "passed out from pain" last night and awoke this morning c no pain- but a numb feeling. Pt not sure how to prepare/prevent next episode. Per RFC- pt can try Zomig N.S. samples given to pt. mdm

8/12/13 PC from pt- he was taking the gabapentin 900 mg bid until July- & then stopped because he didn't think it was doing anything for him. But, he now realizes it was helping & P.T. re: he restart as well. Per RFC- pt needs an appt. Appt made mdm

8-14-13 here for F4. reads been doing well & he self stopped taking the Gabapentin. He has been noticing spells of tingling & burning across scar area then notices contraction in scar area & his entire hand including wrist area contracts & curls up. Stays a few second
Even @ other times he thinks the strength is bad. He said Dr. Saezman told him in past that there was a lot of scar tissue left.
Now says he had spells like this since surgery only rarely now having it several times a day.



ITEM 07-0576231/8290

CONTINUATION

NAME Bulberg, Paul

ADDRESS

DATE

7/25/12 DOS 5 units faxed to Atty Popovich, attn- Claire (cy)

8/1/12 Per subpoena records forwarded to Legal Express, Branch + Alexander, 6323 E Riverside Blvd, Rockford IL 61114 (cy)

11/21/12 Per release, records forwarded to Compex Legal Services 325 Maple Avenue Torrance CA 90503 (cy)

1/23/13 PC from pt- he has been getting episodes that are becoming more frequent & recently pt states he gets an "overwhelming flash that comes over him - confused, hard to breathe - responsive during * never any LOC, and not sure if it is poss a panic attack. pt not sure where to go w this. Will discuss w MSQ CSR on call. mdm

1/23/13 Per MSQ & make appt c KA. pt notified. Appt. made mdm

2-4-13 here for EV. He had been on Fioricet & apparently stopped it for 2 weeks & above spells got better. Have since restarted & no spells.

(R) arm had surgery c Dr Sayerman to remove scar tissue feeling a lot better since then but strength hasn't come back. also when he uses hand the burning comes back.

now has (L) "tennis elbow"

also now getting headache 6-7/year for many years. frequency slightly worse. Intensity same (F) photo (F) sono. (F) SS

(F) head injury in his twenties - assaulted in back of head. (F) LOC then mother (F) MA

Uses hydrocodone. Never been on Imitrex. Lasts entire day when he gets them.

Also gets occasional HA's in



ITEM 07-0576231/8290

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

July 25, 2013

Please set a dep

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

With respect to Mike Thomas' discovery deposition, I am currently available during the afternoon of August 13, after court on August 14, the afternoon of August 15, and any time on August 20, August 21, August 22 or August 23.

Thank you for agreeing to make arrangements for Mr. Thomas to appear. I look forward to hearing back from you on a date that works for you, Mr. Thomas and Mr. Accardo.

For communication purposes, I will be out of the office 7/26 through 8/5. In my absence, feel free to have your deposition assistant work with my assistant Marlene Johnson. Hopefully we can report the deposition scheduled when we are next in court.

Very truly yours,

RONALD A. BARCH

RB:mj\30ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Perry Accardo

**STATE OF ILLINOIS** )
) **SS**
**COUNTY OF MCHENRY** )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO. 12LA000178

**NOTICE OF DISCOVERY DEPOSITION(S)**

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: Dr. Marcus Talerico
DATE: October 16, 2013
TIME: 1:00 PM
PLACE: Mid America Hand and Shoulder
2000 E. Algonquin Road, Suite 109
Schaumberg, IL 60067

upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois Rules of the Supreme Court.

I HEREBY CERTIFY that on 8-30-19, a true and correct copy of the foregoing Notice of Deposition was mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

LAW OFFICE OF STEVEN A. LIHOSIT
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1014
Telephone: (312) 558-9821

By: _____

PERRY A. ACCARDO
Firm No.: **19859**
E-MAIL ADDRESS:
ILLINOISLEGAL@ALLSTATE.COM
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

| | |
|---|---|
| PAUL DULBERG,<br><br>Plaintiff(s),<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendant(s). | CASE NO. 12LA000178 |

BL DG

**NOTICE OF DISCOVERY DEPOSITION(S)**

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: Dr. Sagerman
DATE: October 15, 2013
TIME: 9:00 AM
PLACE: Hand Surgery Associates
515 W. Algonquin Road, Suite 120
Arlington Heights, IL 60005

upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois Rules of the Supreme Court.

I HEREBY CERTIFY that on 8-30-13, a true and correct copy of the foregoing Notice of Deposition was mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

LAW OFFICE OF STEVEN A. LIHOSIT
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1014
Telephone: (312) 558-9821

By: _____
PERRY A. ACCARDO
Firm No.: **19859**
E-MAIL ADDRESS:
ILLINOISLEGAL@ALLSTATE.COM
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

**STATE OF ILLINOIS** )
) SS
**COUNTY OF MCHENRY** )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

| | |
|---|---|
| PAUL DULBERG,<br><br>Plaintiff(s),<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendant(s). | CASE NO. 12LA000178 |

**NOTICE OF DISCOVERY DEPOSITION(S)**

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: Dr. Karen Levin
DATE: October 1, 2013
TIME: 9:00 AM
PLACE: Associated Neurology
1900 Hollister Drive, Suite 250
Libertyville, IL 60048

upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois Rules of the Supreme Court.

I HEREBY CERTIFY that on 8-30-13, a true and correct copy of the foregoing Notice of Deposition was mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

LAW OFFICE OF STEVEN A. LIHOSIT
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1014
Telephone: (312) 558-9821

By: _____

PERRY A. ACCARDO
Firm No.: **19859**
E-MAIL ADDRESS:
ILLINOISLEGAL@ALLSTATE.COM
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

September 27, 2012

COPY

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Accardo:

**Written Discovery**

Enclosed herewith you will find my clients' response to Mr. Gagnon's written discovery. I note that the interrogatory response is in need of Mr. McGuire's sworn signature. I anticipate having that to you in short order. I do not anticipate changes in the interrogatory answers as Mr. McGuire has already answered interrogatories issued by Plaintiff.

Enclosed herewith you will also find written discovery for response by Mr. Gagnon. Please let me know if you have any questions regarding same.

**Deposition Notices**

This letter will confirm receipt of your deposition notices: Wednesday, October 31, 2012 at 1:00 p.m. for David Gagnon and Thursday, November 29, 2012 at 1:00 p.m. for Carolyn and Bill McGuire.

Since David Gagnon is your client, I am assuming the notice contains a misnomer and that you really intend to depose Paul Dulberg on October 31, 2012. That date works for me. I can do Mr. Dulberg's deposition that day. Perhaps we can do Mr. Gagnon's deposition that day as well. If we are going to do both, I am proposing that we begin Mr. Dulberg at Noon and Mr. Gagnon at 3:00 p.m. (or immediately following Mr. Dulberg's depositon).

I have no quarrel presenting Mr. and Mrs. McGuire for deposition, but I cannot do that on November 29, as I already have depositions set. I have not cleared the dates with my clients yet, but I am open on November 26, November 27 and November 28.

Please let me know if you are amenable to the deposition schedule above and, if so, your date preference for Mr. and Mrs. McGuire's deposition. By way of carbon copy, I ask Attorney Mast to relate his position on the deposition schedule proposed above. Thank you.

Very truly yours,

RONALD A. BARCH

RB:mj08ltr.PAA
Encl.
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Hans A. Mast

**COMPEX LEGAL SERVICES**

325 Maple Avenue, Torrance, California 90503

(888) 685-4411

not ordered

**RECORD REQUEST FORM**

Compex Order: E61147

THOMAS J. POPOVICH, P.C.
3416 W. ELM ST
MCHENRY, IL 60050

February 07, 2013

RE: DULBERG V. GAGNON, ET. AL.
Case No.: 12 LA 000178
Record Subject: DULBERG, PAUL
Records requested by: LAW OFFICE OF M. GERARD GREGOIRE

DEAR HANS A. MAST:

Compex Legal Services has been requested by the firm named above to obtain records from the locations listed below.

If you require copies of any of these records, please indicate by checking the box next to the appropriate location(s) and sign and return the form(s) to Compex Legal Services. If no boxes are checked, we will assume you are requesting records from all locations.

**Please note:**
By placing a check mark in the box next to a location, you have indicated your desire to receive a copy of the records received by Compex Legal Services from that location. Should you desire a copy of any original item(s) listed below the location, please indicate by checking the box before the item description. If you check "Films" and/or "Other" which may include copies of original items such as photos, blueprints, video or audio tapes, you must place your order within (2) business days of receipt of this notice to assure proper delivery.

☐ **If a location provides a Certificate of No Records, you will receive a copy UNLESS this box is checked**

| Records | Films (If requested) | Other | |
|---|---|---|---|
| ☐ | ☐ | ☐ | A . JUSKIE PRINTING INC |

If your firm has an account with Compex Legal Services, normal billing will apply. If you represent an insurance carrier and prefer that we bill them directly, please provide the following information:

Carrier_____ Adjuster_____

Address_____ Phone_____

City, St _____ Zip_____

Claim _____ Insured _____

Your signature below confirms that you are ordering these records and agree to the terms and conditions(attached)

Authorized signature_____ Date_____
(Required)

Print Name _____ Title _____

E-mail _____ Phone_____ Fax _____

**Please return all pages of this form with your signature to FAX (800)479-3365**

## ATTACHMENT 3

E61147-A

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS PERTAINING TO THE EMPLOYMENT AND/OR EARNINGS OF THE PLAINTIFF, INCLUDING ALL PAYROLL, THE APPLICATION FOR EMPLOYMENT, WORK ABSENCE RECORDS, INCIDENT REPORTS, ALL WORKERS' COMPENSATION FILES, ALL EMPLOYEE HEALTH AND MEDICAL RECORDS, INSURANCE RECORDS, PRE-EMPLOYMENT EXAMS, 1099 FORMS, EMPLOYEE PERFORMANCE RECORDS, INCLUDING BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, PERTAINING TO THE PLAINTIFF, FROM THE FIRST DATE OF EMPLOYMENT, UP TO AND INCLUDING THE PRESENT.

E61147

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & FOR THE COUNTY OF MCHENRY<br>STREET ADDRESS 2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET. AL.<br>CASE NUMBER: 12 LA 000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **JUSKIE PRINTING INC**<br>2820 HITCHCOCK AVENUE, UNIT E, DOWNERS GROVE, IL 60515 | 02/25/2013 | 10:00 AM |

Date: February 07, 2013

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

**NOTICE OF DEPOSITION**

REQUEST: E61147

I am employed in LOS ANGELES County, California. I am over the age of 18 and not a party to the within action; my business address is: 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607

On 02/08/13, I gave notice to: SEE SERVICE LIST BELOW

On the above date, I served true copies of the following documents;
Subpoena

To each party appearing in this action, at the address below, by placing true copies thereof enclosed in a sealed envelope with postage fully pre-paid, in the United States mail at 325 MAPLE AVENUE, TORRANCE, CA 90503

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct, and that this declaration was executed on 02/08/13.

SIGNED: Keniqua Latta

Keniqua Latta

THOMAS J. POPOVICH, P.C.
HANS A. MAST
3416 W. ELM ST
MCHENRY, IL 60050

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
CICERO, FRANCE, BARCH & AL
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, IL 61114



**PROOF OF SERVICE BY MAIL**

# CICERO, FRANCE, BARCH & ALEXANDER, P.C.

A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701


January 15, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050
*(also via fax)*

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092
*(also via fax)*

**Re:** ***Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire***
**(McHenry County Case No. 12 LA 178)**

Dear Counsel:

Per phone conversations and faxed correspondence with Attorney Mast's assistant, Sheila, on today's date, I am enclosing an amended deposition notice for Paul Dulberg for January 24, 2013, at 12:00 noon, to be taken in Attorney Mast's office. Also per our phone conversation, I am providing the following dates that I am presently available to take the defendants' depositions:

| | |
|---|---|
| January 29, 2013 | February 7, 2013 |
| January 30, 2013 | February 8, 2013 |
| February 1, 2013 | February 11, 2013 |
| February 4, 2013 | February 12, 2013 |
| February 5, 2013 | February 14, 2013 |
| February 6, 2013 | |

My calendar fills up quickly as I am sure yours does. I would, therefore, ask that you let me know as soon as possible which dates work for you so that we can get the defendants' depositions scheduled on a date certain.

Very truly yours,

Cicero, France, Barch & Alexander, P.C.

RONALD A. BARCH

RB:mj\16ltr.oc\encl
cc: Tom Malatia (Claim No. 13-2779-11)
Bill and Carolyn McGuire

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**AMENDED NOTICE OF DISCOVERY DEPOSITION** |

TO: Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

On **January 24, 2013, at 12:00 noon,** at the Law Offices of Thomas J. Popovich, 3416 West Elm Street, McHenry, Illinois, the discovery deposition of **PAUL DULBERG** will be taken before a certified court reporter on oral interrogatories for discovery in this case.

RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 226-7701

CERTIFICATE OF SERVICE

I certify that on January 15, 2013, I served this notice by mailing a copy to each person to whom it is directed.

cc: Deb Fisher Reporting

depnot2.plf (mj)

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

January 15, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050
*(also via fax)*

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092
*(also via fax)*

Re: ***Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire***
**(McHenry County Case No. 12 LA 178)**

Dear Counsel:

Per phone conversations and faxed correspondence with Attorney Mast's assistant, Sheila, on today's date, I am enclosing an amended deposition notice for Paul Dulberg for January 24, 2013, at 12:00 noon, to be taken in Attorney Mast's office. Also per our phone conversation, I am providing the following dates that I am presently available to take the defendants' depositions:

January 29, 2013
January 30, 2013
February 1, 2013
February 4, 2013
February 5, 2013
February 6, 2013
February 7, 2013
February 8, 2013
February 11, 2013
February 12, 2013
February 14, 2013

Diane 2-4 good — Gagnon 1pm — Stff

My calendar fills up quickly as I am sure yours does. I would, therefore, ask that you let me know as soon as possible which dates work for you so that we can get the defendants' depositions scheduled on a date certain.

Very truly yours,

Tina

Cicero, France, Barch & Alexander, P.C.

RONALD A. BARCH

RB:mj\16ltr.oc\encl
cc: Tom Malatia (Claim No. 13-2779-11)
Bill and Carolyn McGuire

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**AMENDED NOTICE OF DISCOVERY DEPOSITION** |

TO: Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

On **January 24, 2013, at 12:00 noon,** at the Law Offices of Thomas J. Popovich, 3416 West Elm Street, McHenry, Illinois, the discovery deposition of **PAUL DULBERG** will be taken before a certified court reporter on oral interrogatories for discovery in this case.

RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 226-7701

CERTIFICATE OF SERVICE

I certify that on January 15, 2013, I served this notice by mailing a copy to each person to whom it is directed.

cc: Deb Fisher Reporting

depnot2.plf (mj)

# CICERO, FRANCE, BARCH & ALEXANDER, P.C.

**A Professional Corporation**
**Attorneys at Law**

**6323 RIVERSIDE BLVD.**
**ROCKFORD, IL 61114**
**TELEPHONE: (815) 226-7700**
**FACSIMILE: (815) 226-7701**


## FACSIMILE TRANSMISSION

DATE: January 15, 2013

TIME: 5:05 PM

RECEIVING LOCATION:

Attorney Hans A. Mast
815/344-5280

Attorney Perry A. Accardo
312/558-9357

FROM: RONALD A. BARCH

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 3

COMMENTS AND/OR SPECIAL INSTRUCTIONS: **The original with enclosures will follow by regular U.S. mail.**

IF PROBLEMS OCCUR DURING TRANSMISSION,
PLEASE CALL (815) 226-7700 AS SOON AS POSSIBLE.

TO THE RECIPIENT:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

THANK YOU.

dpanl@allstate.com

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**NOTICE OF DISCOVERY DEPOSITION** |

TO: Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

On **December 27, 2012, at 1:30 p.m.**, at the Law Offices of Thomas J. Popovich, 3416 West Elm Street, McHenry, Illinois, the discovery deposition of **PAUL DULBERG** will be taken before a certified court reporter on oral interrogatories for discovery in this case.

RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 226-7701

CERTIFICATE OF SERVICE

I certify that on November 20, 2012, I served this notice by mailing a copy to each person to whom it is directed.

cc: Deb Fisher Reporting

depnot.plf (mj)

THOMAS J. POPOVICH, P.C.
3416 W. ELM ST
MCHENRY, IL 60050
ATTN: HANS A. MAST

CASE NAME: **DULBERG v GAGNON, ET AL.**

Not Ordered

# COMPEX LEGAL SERVICES

325 Maple Avenue, Torrance, California 90503

(888) 685-4411

## RECORD REQUEST FORM

Compex Order: E39572

THOMAS J. POPOVICH, P.C.
3416 W. ELM ST
MCHENRY, IL 60050

October 29, 2012

RE: DULBERG V. GAGNON, ET AL.
Case No.: 12LA000178
Record Subject: DULBERG, PAUL
Records requested by: LAW OFFICE OF M. GERARD GREGOIRE

DEAR HANS A. MAST:

Compex Legal Services has been requested by the firm named above to obtain records from the locations listed below.

If you require copies of any of these records, please indicate by checking the box next to the appropriate location(s) and sign and return the form(s) to Compex Legal Services. If no boxes are checked, we will assume you are requesting records from all locations.

**Please note:**
By placing a check mark in the box next to a location, you have indicated your desire to receive a copy of the records received by Compex Legal Services from that location. Should you desire a copy of any original item(s) listed below the location, please indicate by checking the box before the item description. If you check "Films" and/or "Other" which may include copies of original items such as photos, blueprints, video or audio tapes, you must place your order within (2) business days of receipt of this notice to assure proper delivery.

☐ **If a location provides a Certificate of No Records, you will receive a copy UNLESS this box is checked**

| Records | Films (If requested) | Other | |
|---|---|---|---|
| ☐ | ☐ | ☐ | A . ASSOCIATES NEUROLOGY |

If your firm has an account with Compex Legal Services, normal billing will apply. If you represent an insurance carrier and prefer that we bill them directly, please provide the following information:

Carrier_____ Adjuster_____

Address_____ Phone_____

City, St _____ Zip_____

Claim_____ Insured_____

Your signature below confirms that you are ordering these records and agree to the terms and conditions(attached)

Authorized signature_____ Date_____
(Required)

Print Name_____ Title_____

E-mail _____ Phone_____ Fax _____

**Please return all pages of this form with your signature to FAX (800)479-3365**

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: ASSOCIATES NEUROLOGY
1900 HOLLISTER DRIVE, SUITE 250
LIBERTYVILLE, IL 60048

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 10:00 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty. No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-A

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & FOR THE COUNTY OF MCHENRY<br>STREET ADDRESS 2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

## NOTICE OF DEPOSITION

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **ASSOCIATES NEUROLOGY**<br>1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048 | 11/15/2012 | 10:00 AM |

Date: October 29, 2012

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

NOTICE OF DEPOSITION

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: MCHENRY RADIOLOGISTS
P.O. BOX 220
MCHENRY, IL 60051

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 10:15 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty . No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-B

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & STREET ADDRESS: FOR THE COUNTY OF MCHENRY<br>2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| MCHENRY RADIOLOGISTS<br>P.O. BOX 220, MCHENRY, IL 60051 | 11/15/2012 | 10:15 AM |

Date: October 29, 2012

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

NOTICE OF DEPOSITION

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: MORAINE ER PHYSICIANS
P.O. BOX 8759
PHILADELPHIA, PA 19101

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 10:30 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty. No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-C

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & STREET ADDRESS: FOR THE COUNTY OF MCHENRY<br>2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **MORAINE ER PHYSICIANS**<br>P.O. BOX 8759, PHILADELPHIA, PA 19101 | 11/15/2012 | 10:30 AM |

Date: October 29, 2012

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

**NOTICE OF DEPOSITION**

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: CENTEGRA NORTHERN ILLINOIS MEDICAL CENTER
4201 MEDICAL CENTER DRIVE
MCHENRY, IL 60050

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 08:30 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty . No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-D

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & FOR THE COUNTY OF MCHENRY<br>STREET ADDRESS 2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

# NOTICE OF DEPOSITION

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **CENTEGRA NORTHERN ILLINOIS MEDICAL CENTER**<br>4201 MEDICAL CENTER DRIVE, MCHENRY, IL 60050 | 11/15/2012 | 08:30 AM |

Date: October 29, 2012

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

NOTICE OF DEPOSITION

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

## SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: OPEN ADVANCED MRI
720 EAST ROLLINS ROAD
ROUND LAKE BEACH, IL 60073

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 08:45 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty. No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-E

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & STREET ADDRESS: FOR THE COUNTY OF MCHENRY<br>2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

# NOTICE OF DEPOSITION

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **OPEN ADVANCED MRI**<br>720 EAST ROLLINS ROAD, ROUND LAKE BEACH, IL 60073 | 11/15/2012 | 08:45 AM |

Date: October 29, 2012

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

NOTICE OF DEPOSITION

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: MIDAMERICA HAND TO SHOULDER
1419 PETERSON ROAD
LIBERTYVILLE, IL 60048

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 09:00 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty. No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-F

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

INCLUDE ANY AND ALL RECORDS FOR TREATMENT RENDERED BY DR. MARCUS TALERICO

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & FOR THE COUNTY OF MCHENRY<br>STREET ADDRESS 2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **MIDAMERICA HAND TO SHOULDER**<br>1419 PETERSON ROAD, LIBERTYVILLE, IL 60048 | 11/15/2012 | 09:00 AM |

Date: October 29, 2012

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

NOTICE OF DEPOSITION

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: FOX LAKE DYNAMIC HAND THERAPY
489 S. ROUTE 12, SUITE C
FOX LAKE, IL 60020

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 09:15 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

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☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty. No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-G

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & FOR THE COUNTY OF MCHENRY<br>STREET ADDRESS 2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **FOX LAKE DYNAMIC HAND THERAPY**<br>489 S. ROUTE 12, SUITE C, FOX LAKE, IL 60020 | 11/15/2012 | 09:15 AM |

Date: October 29, 2012

**PERRY A. ACCARDO**
(Type or Print Name)

**|S| PERRY A. ACCARDO**
(Signature)
ATTORNEY AT LAW
(Title)

**NOTICE OF DEPOSITION**

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: FRANK SEK, MD
4606 WEST ELM STREET
MCHENRY, IL 60050

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 09:30 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty . No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-H

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

INCLUDE RECORDS FOR SERVICES RENDERED AT 4601 WEST ROUTE 120, MCHENRY, IL 60050

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & STREET ADDRESS: FOR THE COUNTY OF MCHENRY<br>2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **FRANK SEK, MD**<br>4606 WEST ELM STREET, MCHENRY, IL 60050 | 11/15/2012 | 09:30 AM |

Date: October 29, 2012

PERRY A. ACCARDO
(Type or Print Name)

|S| PERRY A. ACCARDO
(Signature)
ATTORNEY AT LAW
(Title)

**NOTICE OF DEPOSITION**

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: HAND SURGERY ASSOCIATES
515 WEST ALGONQUIN ROAD, SUITE 120
ARLINGTON HEIGHTS, IL 60005

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 09:45 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty. No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-I

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, CD ROM, TAPE DRIVE, FLOPPY DRIVE, HARD DRIVE, SCANNED DOCUMENTS, EMAIL CORRESPONDENCE AND ALL OTHER DOCUMENTS STORED ELECTRONICALLY OR DIGITALLY, INCLUDING ALL OFFICE, EMERGENCY ROOM, INPATIENT AND OUTPATIENT CHARTS AND RECORDS, PHYSICAL THERAPY RECORDS, INCLUDING SIGN-IN SHEETS, COPIES OF ALL PRINTED MATERIAL DESCRIBING EXERCISES PRESCRIBED AND DOCUMENTATION WHICH INDICATES DATES AND TIMES OF PATIENT'S APPOINTMENTS, PHOTOGRAPHS, INSURANCE DOCUMENTS, ALL BILLING RECORDS, INCLUDING, BUT NOT LIMITED TO, ANY INSURANCE BILLING OR PAYMENT INFORMATION, ITEMIZED STATEMENTS OF CHARGES, PAYMENT AND WRITE-OFF RECORDS AND PAYMENT TRANSACTIONS, FROM ALL SOURCES, AND ALL PAYMENT HISTORY, PERTAINING TO THE CARE, TREATMENT AND EXAMINATION OF THE PATIENT, REGARDLESS OF TREATMENT DATE.

INCLUDE ANY AND ALL RECORDS FOR TREATMENT RENDERED BY DR. SAGERMAN AND DR. BIAFORA

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & FOR THE COUNTY OF MCHENRY<br>STREET ADDRESS 2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **HAND SURGERY ASSOCIATES**<br>515 WEST ALGONQUIN ROAD, SUITE 120, ARLINGTON HEIGHTS, IL 60005 | 11/15/2012 | 09:45 AM |

Date: October 29, 2012

**PERRY A. ACCARDO**
(Type or Print Name)

**|S| PERRY A. ACCARDO**
(Signature)
ATTORNEY AT LAW
(Title)

**NOTICE OF DEPOSITION**

IN THE CIRCUIT COURT OF THE TWENTYSECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff/Petitioner
v.
GAGNON, ET AL.
Defendant/Respondent

No. 12LA000178

# SUBPOENA IN A CIVIL MATTER
(For Testimony and/or Documents)

To: AMS SCREW PRODUCTS
2418 HIGHVIEW STREET
SPRING GROVE, IL 60081

☐ 1. YOU ARE COMMANDED to appear to give your testimony before the Honorable _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☐ 2. YOU ARE COMMANDED to appear and give your deposition testimony before a Notary Public at: _____
in Room _____, _____, Illinois on _____, _____,
at _____ m.

☒ 3. YOU ARE COMMANDED to mail the following documents in your possession or control to COMPEX LEGAL SERVICES, INC.
at 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607, on or before NOVEMBER 15, 2012,
at 10:00 a m.
(THIS IS FOR RECORDS ONLY. THERE WILL BE NO ORAL INTERROGATORIES.):

☒ Description continued on attached page(s).

YOUR FAILURE TO RESPOND TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

Notice to Deponent:

☒ 1. The deponent is a public or private corporation, partnership, association, or governmental agency. The matter(s) on which examination is requested are as follows: TO OBTAIN FACTUAL INFORMATION RELATING TO THE NATURE AND EXTENT OF INJURIES AND/OR DAMAGES ALLEGED BY THE PARTIES IN THIS LAWSUIT AND NO OTHER MEANS OF PRODUCTION ARE AVAILABLE.

☐ Description continued on attached page(s).
(A nonparty organization has a duty to designate one or more officers, directors, or managing agents, or other persons to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. Ill. Sup. Ct. Rule 206.)

☐ 2. The deponent's testimony will be recorded by use of an audio-visual recording device, operated by _____.
(Name of Recording Device Operator)

3. No discovery deposition of any party or witnesses shall exceed three hours regardless of the number of parties involved in the case, except by stipulation of the parties or by order upon showing that good cause warrants a lengthier examination. Ill. Sup. Ct. Rule 206(d).

Atty. No. _____ *Pro Se* 99500
Name: PERRY A. ACCARDO
Atty. for: GAGNON
Address: 200 NORTH LASALLE STREET, SUITE 2650
City/State/Zip: CHICAGO, IL 60601
Telephone: 312-558-9800

Issued by: |S| PERRY A. ACCARDO
Signature
☒ Attorney
☐ Clerk of Court
Date: OCTOBER 29, 2012.

☐ I served this subpoena by mailing a copy, as required by Ill. Sup. Ct. Rules 11, 12 and 204(a)(2), to _____
by certified mail, return receipt requested (Receipt # _____) on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

☐ I served this subpoena by handing a copy to _____ on _____, _____.
I paid the witness $ _____ for witness and mileage fees.

_____ _____
(Signature of Server) (Print Name)

## ATTACHMENT 3

E39572-J

SUBJECT: DULBERG, PAUL

AKA: NOT PROVIDED

DOB: 03/19/1970 SSN: 323-76-4001

ALL DOCUMENTS AND RECORDS PERTAINING TO THE EMPLOYMENT AND/OR EARNINGS OF THE PLAINTIFF,INCLUDING ALL PAYROLL, THE APPLICATION FOR EMPLOYMENT, WORK ABSENCE RECORDS, 1099 FORMS, INCIDENT REPORTS, TIME CARDS, AND PRE-EMPLOYMENT AND EMPLOYEE PERFORMANCE RECORDS, FROM THE FIRST DATE OF EMPLOYMENT, UP TO AND INCLUDING THE PRESENT.

E39572

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | TELEPHONE NO | FOR COURT USE ONLY |
|---|---|---|
| PERRY A. ACCARDO<br>LAW OFFICE OF M. GERARD GREGOIRE<br>200 NORTH LASALLE STREET, SUITE 2650, CHICAGO, IL 60601<br>ATTORNEY FOR: GAGNON | (312) 558-9800 | |
| NAME OF COURT: CIRCUIT COURT FOR THE STATE OF ILLINOIS<br>POST OFFICE & STREET ADDRESS: FOR THE COUNTY OF MCHENRY<br>2200 NORTH SEMINARY AVENUE, WOODSTOCK, IL 60098 | | |
| PLAINTIFF/PETITIONER: DULBERG<br>DEFENDANT/RESPONDENT: GAGNON, ET AL.<br>CASE NUMBER: 12LA000178 | | |

**NOTICE OF DEPOSITION**

**NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S):**

1. The production of documents by the Custodian of Records of the following business will be required as follows:

| | DATE | TIME |
|---|---|---|
| **AMS SCREW PRODUCTS**<br>2418 HIGHVIEW STREET, SPRING GROVE, IL 60081 | 11/15/2012 | 10:00 AM |

Date: October 29, 2012

**PERRY A. ACCARDO**
(Type or Print Name)

**|S| PERRY A. ACCARDO**
(Signature)
ATTORNEY AT LAW
(Title)

**NOTICE OF DEPOSITION**

REQUEST: E39572

I am employed in LOS ANGELES County, California. I am over the age of 18 and not a party to the within action; my business address is: 1016 WEST JACKSON BOULEVARD, SUITE 213, CHICAGO, IL 60607

On 10/30/12, I gave notice to: SEE SERVICE LIST BELOW

On the above date, I served true copies of the following documents;
Subpoena

To each party appearing in this action, at the address below, by placing true copies thereof enclosed in a sealed envelope with postage fully pre-paid, in the United States mail at 325 MAPLE AVENUE, TORRANCE, CA 90503

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct, and that this declaration was executed on 10/30/12.

SIGNED: Keniqua Latta

Keniqua Latta

THOMAS J. POPOVICH, P.C.
HANS A. MAST
3416 W. ELM ST
MCHENRY, IL 60050

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
CICERO, FRANCE, BARCH & AL
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, IL 61114

**PROOF OF SERVICE BY MAIL**

**STATE OF ILLINOIS** )
) **SS**
**COUNTY OF MCHENRY** )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

| | |
|---|---|
| PAUL DULBERG,<br><br>Plaintiff(s),<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendant(s). | CASE NO. 12LA000178 |

**NOTICE OF TAKING DEPOSITION(S)**

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: CAROLINE MCGUIRE and BILL MCGUIRE C.
DATE: November 29, 2012
TIME: 1:00 p.m.
PLACE: Q & A Reporting Service
7115 Virginia Road
Suite 105
Crystal Lake, Illinois, 60014

YOU ARE HEREBY requested pursuant to ILSC Rule 204 to produce the above listed deponent for the purpose of discovery deposition at the above listed time and place before Merrill Legal Solution, certified shorthand court reporters, or some other office duly authorized by law to take depositions.

The deponents are requested, pursuant to Illinois Supreme Court Rule 204, to produce the following documents and/or tangible things at the aforesaid time and place:

Any and all documents disclosed in Plaintiff's answers to interrogatories and response to Defendant's request for production of documents.

I HEREBY CERTIFY that on September 5, 2012 , a true and correct copy of the foregoing Notice of Taking Deposition was mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Attorney for Plaintiff(s) Paul Dulberg

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

Attorney for Co-Defendants, Caroline and Bill McGuire

LAW OFFICE OF M. GERARD GREGOIRE
200 N LaSalle St Ste 2650
Chicago, IL 60601-1092
Telephone: 312-558-9821

By: _____
PERRY A. ACCARDO
Firm No.: **46878**
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

**STATE OF ILLINOIS** )
) **SS**
**COUNTY OF MCHENRY** )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

| | |
|---|---|
| PAUL DULBERG,<br><br>Plaintiff(s),<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendant(s). | CASE NO. 12LA000178 |

**NOTICE OF TAKING DEPOSITION(S)**

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: David Gagnon
DATE: Wednesday, October 31, 2012
TIME: 1:00 p.m.
PLACE: Q & A Reporting Service
7115 Virginia Road
Suite 105
Crystal Lake, Illinois, 60014

YOU ARE HEREBY requested pursuant to ILSC Rule 204 to produce the above listed deponent for the purpose of discovery deposition at the above listed time and place before Merrill Legal Solution, certified shorthand court reporters, or some other office duly authorized by law to take depositions.

The deponents are requested, pursuant to Illinois Supreme Court Rule 204, to produce the following documents and/or tangible things at the aforesaid time and place:

Any and all documents disclosed in Plaintiff's answers to interrogatories and response to Defendant's request for production of documents.

I HEREBY CERTIFY that on September 5, 2012 , a true and correct copy of the foregoing Notice of Taking Deposition was mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Attorney for Plaintiff(s) Paul Dulberg

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

Attorney for Co-Defendants, Caroline and Bill McGuire

LAW OFFICE OF M. GERARD GREGOIRE
200 N LaSalle St Ste 2650
Chicago, IL 60601-1092
Telephone: 312-558-9821

By: _____
PERRY A. ACCARDO
Firm No.: **46878**
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

October 3, 2012

Personnel Records Keeper
c/o AMS Screw Products
2418 Highview
Spring Grove, IL 60081

**Re:** ***Paul Dulberg v. Carolyn McGuire and Bill McGuire***
**McHenry County Case No. 12 LA 178**
**Personnel Records of: Paul Dulberg (B/D: 3/19/70)**

10/4 Requested Copies

Dear Medical Records Custodian:

Enclosed with this letter is a Subpoena for Deposition and a check in the amount of $20.00, the legal witness fee.

Please be advised that your appearance on the date indicated is **not** necessary. You may comply with the subpoena by mailing legible copies of the complete personnel record file of Paul Dulberg, as specified in the subpoena, in your possession or subject to your control.

Very truly yours,

Cicero, France, Barch & Alexander, P.C.

Ronald A Barch

RONALD A. BARCH

COPY

RB:mj/subltr.records.ams.screw
encls.
cc: Attorney Hans A. Mast
Attorney Perry A. Accardo

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br>Defendants. | ) | Case No. 12 LA 178<br><br>**NOTICE OF DEPOSITION (for Records Only)** |

TO: Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

YOU ARE HEREBY NOTIFIED that on October 18, 2012, at 9:00 A.M. at 6323 East Riverside Blvd., Rockford, IL 61114, the deposition of the Personnel Records Keeper of **AMS SCREW PRODUCTS,** whose address is 2418 Highview, Spring Grove, IL 60081, will be taken for discovery in this case.

**THERE WILL BE NO INTERROGATION OF THE DEPONENT.**

Ronald A Barch

RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 815/226-7701

CERTIFICATE OF SERVICE

I certify that on October 3, 2012, I served this notice by mailing a copy to each person to whom it is directed.

Ronald A Barch

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br>Defendants. | ) | Case No. 12 LA 178<br><br>**SUBPOENA FOR DEPOSITION (for Records Only)** |

TO: Personnel Records Keeper
c/o AMS SCREW PRODUCTS
2418 Highview
Spring Grove, IL 60081

YOU ARE COMMANDED to appear to give your deposition before a notary public at 6323 East Riverside Blvd., Rockford, IL 61114, on October 18, 2012, at 9:00 A.M.

YOU ARE COMMANDED ALSO to produce the following: The complete personnel record of **PAUL DULBERG (DOB: 3/19/70)**, including, without limitation, job applications, resume, curriculum vitae, job offers, employment contracts, time records, attendance records, payroll records and any and all records regarding time missed due to illness and/or injury. Also produce any doctors' orders/records directing Mr. Dulberg to remain off work due to injury and/or illness and/or any doctors' orders/records allowing Mr. Dulberg to work subject to limitations (such as light duty, weight limitations, positional restrictions and the like), which are in your possession or control.

**YOUR APPEARANCE IS NOT MANDATORY IF SAID DOCUMENTS ARE PROVIDED TO ATTORNEY RONALD A. BARCH ON OR BEFORE OCTOBER 17, 2012, AT 5:00 P.M.** YOUR FAILURE TO APPEAR IN RESPONSE TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

ATTORNEY RONALD A. BARCH
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 815/226-7701 (fax)

CICERO, FRANCE, BARCH & ALEXANDER, PC.

BY: _____
RONALD A. BARCH (6209572)

---

I served the subpoena by mailing a copy to the Records Keeper c/o AMS Screw Products on October 3, 2012. I paid the witness $20.00 for witness fees.

_____
RONALD A. BARCH

Signed and sworn to before me on October 3, 2012.

OFFICIAL SEAL
MARLENE M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/29/13

_____
(Notary Public)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**NOTICE OF SERVING DISCOVERY**

TO: McHenry County Circuit Clerk
McHenry County Government Center
2200 North Seminary Avenue
Woodstock, IL 60098

PLEASE TAKE NOTICE that on September 27, 2012, Defendant Bill McGuire and Carolyn McGuire by their attorneys, Cicero, France, Barch & Alexander, PC, caused the following documents to be served upon the Defendant David Gagnon, by mailing copies of same to his attorney and other counsel of record, as indicated on the attached Certificate of Service:

1. Interrogatories to Co-Defendant Gagnon.
2. Request to Produce to Co-Defendant Gagnon.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 9/27/12.

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**INTERROGATORIES TO CO-DEFENDANT GAGNON** |

TO: David Gagnon
c/o Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

The Defendants, BILL McGUIRE and CAROLYN McGUIRE, by Cicero, France, Barch & Alexander, PC, their attorneys, hereby propound the following written interrogatories upon DAVID GAGNON to be answered in writing and under oath within the time required by law based upon information available to him.

INTERROGATORY NO. 1): State the full name, present residence address and birthdate of the person answering these Interrogatories.

ANSWER:

INTERROGATORY NO. 2): State your marital status on the date of the occurrence in question and, if married, your spouse's name and age on said date.

ANSWER:

INTERROGATORY NO. 3): State the full name and present or last known address (indicating which) of each person who:

(a) Witnessed or claims to have witnessed the occurrence in question.

ANSWER:

(b) Was present or claims to have been present at the scene immediately before said occurrence.

ANSWER:

(c) Was present or claims to have been present immediately after said occurrence.

ANSWER:

(d) Otherwise has or claims to have any knowledge of the facts or possible causes of the occurrence to include any damages or injuries alleged to have resulted from said occurrence.

ANSWER:

INTERROGATORY NO. 4): State specifically and with certainty the personal injuries and property damage, if any, sustained by PAUL DULBERG as a result of said occurrence.

ANSWER:

INTERROGATORY NO. 5): With regard to said injuries, state:

(a) The name and address of each treating and/or consulting practitioner.

ANSWER:

(b) The name and address of each hospital or clinic where PAUL DULBERG was treated and the date or inclusive dates on which each hospital or clinic rendered PAUL DULBERG service.

ANSWER:

(c) The amount to date of their respective bills for services.

ANSWER:

(d) Those from whom you have written reports. (Pursuant to Supreme Court Rule 214, please attach a legible copy of said report to the answers hereto.)

ANSWER:

INTERROGATORY NO. 6): State the name and address of each witness, party, plaintiff or defendant from whom you have obtained statements, indicating whether such statements are written or oral, who has possession of such statements, and pursuant to Supreme Court Rule 214, attach legible copies of any written statements hereto.

ANSWER:

INTERROGATORY NO. 7): State whether PAUL DULBERG was hospitalized or had suffered any illness or personal injury prior to or subsequent to the date of said occurrence, and if so, state the nature and date of each such hospitalization, illness or personal injury.

ANSWER:

INTERROGATORY NO. 8): State whether PAUL DULBERG suffered any permanent scarring as a result of the accident alleged in the complaint. If so, state the location of such scar, the width and length of such scar or scars. (Pursuant to Supreme Court Rule 214, please attach any photos of any such scar to your answers hereto.)

ANSWER:

INTERROGATORY NO. 9): State whether prior to the accident alleged in the complaint PAUL DULBERG suffered any physical disability or impairment of any kind whatsoever. If so, state the nature of such physical disability or impairment and how PAUL DULBERG came to have such physical disability or impairment.

ANSWER:

INTERROGATORY NO. 10): State the location of the alleged occurrence, pinpointing such location in feet, inches and direction from fixed objects or boundaries at the scene of the occurrence.

ANSWER:

INTERROGATORY NO. 11): State with particularity the nature of the alleged defect, object substance or condition which caused the alleged occurrence giving the exact dimensions and physical description of such including the size, shape, color, height, length and depth of such defect or object.

ANSWER:

INTERROGATORY NO. 12): State with particularity what PAUL DULBERG was doing at the time of the accident alleged in the complaint.

ANSWER:

INTERROGATORY NO. 13): State with particularity what DAVID GAGNON was doing at the time of the accident alleged in the complaint.

ANSWER:

INTERROGATORY NO. 14): State with particularity the address for David Gagnon on June 28, 2011.

ANSWER:

INTERROGATORY NO. 15): State with particularity all the reasons why PAUL DULBERG was present on the premises known commonly as 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois on the date of the alleged occurrence.

ANSWER:

INTERROGATORY NO. 16): State with particularity all the reasons why DAVID GAGNON was present on the premises known commonly as 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois on the date of the alleged occurrence.

ANSWER:

INTERROGATORY NO. 17): State with particularity your basis for alleging that David Gagnon was working under the supervision and control of Defendants Bill McGuire and Carolyn McGuire at the time of the occurrence, as asserted in your answer to Plaintiff's Complaint.

ANSWER:

INTERROGATORY NO. 18): State with particularity your basis for alleging that Defendants Bill McGuire and Carolyn McGuire instructed and/or advised David Gagnon in the use of a chain saw on or before the date of the occurrence, as asserted in your answer to Plaintiff's Complaint.

ANSWER:

INTERROGATORY NO. 19): State with particularity your basis for alleging that David Gagnon was under the supervision and control of Defendants Bill McGuire and Carolyn McGuire and working as their apparent and actual agent on the date of and at the time of the occurrence, as asserted in your answer to Plaintiff's Complaint.

ANSWER:

INTERROGATORY NO. 20): State with particularity any and all defects associated with the chain saw you believe or claim was involved in the occurrence alleged in Plaintiff's Complaint.

ANSWER:

INTERROGATORY NO. 21): State whether any photographs or videos were taken of the scene of the occurrence or of the persons, objects or premises involved, and if so, state the number of photographs or videos taken, their subject matter and who now has custody of them.

ANSWER:

INTERROGATORY NO. 22): Pursuant to Supreme Court Rule 213(f), furnish the identity and addresses of witnesses who will testify at trial and the following information:

(a) For each lay witness, identify the subjects on which the witness will testify.

(b) For each independent expert witness, identify the subjects on which the witness will testify and the opinions the party expects to elicit.

(c) For each controlled expert witness, identify:

(i) the subject matter on which the witness will testify;

(ii) the conclusions and opinions of the witness and the bases therefor;

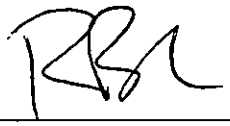
(iii) the qualifications of the witness; and

(iv) any reports prepared by the witness about the case.

ANSWER:

Pursuant to Illinois Supreme Court Rule 213(i), please seasonably supplement or amend any answer or response to the preceding interrogatories and to the interrogatories previously answered in this case whenever new or additional information subsequently becomes known to you or your attorneys.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By 
RONALD A. BARCH (6209572)

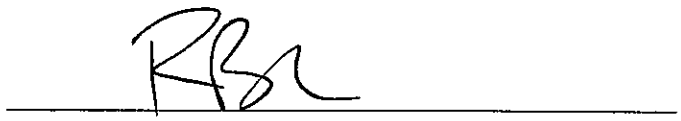
## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 9/27/12.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**REQUEST TO PRODUCE TO CO-DEFENDANT GAGNON** |

TO: David Gagnon
c/o Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Pursuant to Supreme Court Rule 214, Defendants, Bill McGuire and Carolyn McGuire, by Cicero, France, Barch & Alexander, PC, their attorneys, request DAVID GAGNON to produce for inspection, copying, and reproduction on the 28th day after service of this request the documents, objects or tangible things set forth below.

DAVID GAGNON is requested to produce these documents either by mailing legible copies to Cicero, France, Barch & Alexander, PC, 6323 East Riverside Blvd., Rockford, IL 61114, or by producing the documents for inspection and copying on the 28th day after service of this request at Cicero, France, Barch & Alexander, PC, 6323 East Riverside Blvd., Rockford, IL 61114.

As used in this request the term "document" includes without limitation, any graphic matter, whether paper, cardboard, tape, plastic, film or any other material and includes any recording and transcript thereof. The term "you" or "your" refers not only to the party to whom this request is directed, but also to any representative who acts for you or under your control.

With respect to each document covered by the request which you refuse to produce by

reason of any attorney-client privilege, you are requested to identify the nature and date of the document, its author and title, and each recipient of the document and his title.

1. Medical bills for any medical treatment rendered to PAUL DULBERG from January 1, 2010 to the present date.

2. Pharmacy bills for prescriptions and/or appliances regarding PAUL DULBERG from January 1, 2010 to the present date.

3. All photographs, slides, videos or motion pictures taken of PAUL DULBERG, any physical objects involved, or the scene of the occurrence.

4. All reports or records of doctors, hospitals, clinics or medical practitioners which, in any way, relate to the physical or mental condition of PAUL DULBERG prior to the alleged occurrence (including other injuries, illnesses or hospitalizations).

5. All reports or records of doctors, hospitals, clinics or medical practitioners which, in any way, relate to the physical or mental condition of PAUL DULBERG subsequent to the alleged occurrence (including other injuries, illnesses or hospitalizations).

6. A list giving the names and addresses of all persons making any examination or inspection in reference to the occurrence in question, any of the physical objects involved, or the scene of the occurrence.

7. All accident reports, investigation reports and materials, and all other like documents prepared as a result of or in reference to the occurrence complained of in the Complaint.

8. All receipts, records, bills, statements, invoices, wage loss materials, and any other documents relating to the amount of damages sought by the plaintiff.

9. Statements of any witnesses or persons having knowledge pertaining to the facts or issues in the lawsuit, including any party.

You are also requested to furnish an Affidavit to counsel for all parties stating whether the production is complete, and to advise counsel for all parties as to the date upon which the documents, objects or tangible things will be produced.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

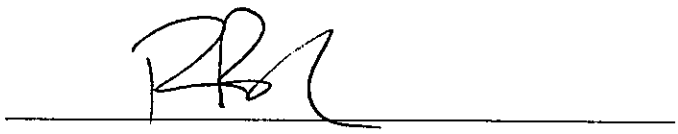
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Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 9/27/12.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
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ORD

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

FILED
McHenry County, Illinois
JAN 2 2 2014

**GOOD FAITH FINDING AND ORDER OF DISMISSAL**

THIS CAUSE coming on to be heard on the Motion for Good Faith Finding and for Order of Dismissal with Prejudice filed by Defendants Bill McGuire and Carolyn McGuire, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire (improperly named Caroline) constitutes a fair and reasonable and good faith settlement within the meaning of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 0.01 et seq.

2. That the good faith settlement shall henceforth constitute a bar to any and all claims that Plaintiff Paul Dulberg and Defendant David Gagnon and other known or unknown tortfeasors may have against Defendants Bill McGuire and Carolyn McGuire on account of or arising out of the injuries, if any, sustained by Plaintiff Paul Dulberg as a result of the alleged chain saw accident that occurred on June 28, 2011, whether by way of original action, third party claim, cross-claim, counterclaim, claim for contribution or otherwise.

3. That Defendants Bill McGuire and Carolyn McGuire be and are hereby dismissed from the above-captioned lawsuit as party defendants and cross-claimants, with prejudice, and in bar of further suit.

4. That that there is no just reason to delay the enforcement or appeal of this good faith finding and order of dismissal.

DATED: _____

JUDGE Thomas A. Meyer

Prepared by:
Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

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| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**NOTICE OF MOTION**

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the **22nd day of January, 2014, at 9:00 o'clock A.M.**, or soon thereafter as Counsel may be heard, I shall appear before his Honor, Judge Thomas A. Meyer, in the room usually occupied by him as a Court Room (#201), or in his absence, before any other Judge that may be presiding in said Court Room, in the Courthouse in McHenry County at Rockford, Illinois, and then and there present: **Defendant Bill McGuire and Defendant Carolyn McGuire's Motion for Good Faith Finding and for Order of Dismissal with Prejudice**; At which time and place you may appear, if you so desire.

Dated: January 9, 2014

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Attorney Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

## CERTIFICATE OF SERVICE

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Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/9/14.

RBC

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**MOTION FOR GOOD FAITH FINDING AND FOR ORDER OF DISMISSAL WITH PREJUDICE BY DEFENDANTS BILL McGUIRE AND CAROLYN McGUIRE**

Defendants, BILL McGUIRE (aka William McGuire) and CAROLYN McGUIRE (improperly named Caroline), by and through their attorneys, Cicero, France, Barch & Alexander, P.C., hereby move this Court to dismiss all claims against them with prejudice and further request this Court to find that the settlement set forth in this motion was made in good faith and within the meaning and contemplation of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/1, et seq. In support of their Motion, Defendants Bill McGuire and Carolyn McGuire state as follows:

1. On or about March 15, 2012, Plaintiff Paul Dulberg filed a multiple count complaint seeking damages for personal injuries he generally attributes to a chain saw incident that occurred on or about June 28, 2011, at and upon the premises owned by Defendants Bill McGuire and Carolyn McGuire, known commonly as 1016 West Elder Avenue, City of McHenry, County of McHenry, State of Illinois.

2. Plaintiff generally alleges that Defendant David Gagnon injured him with a chain

saw while working under the supervision and control of Defendants Bill McGuire and Carolyn McGuire. Defendant David Gagnon denies any and all liability for Plaintiff Paul Dulberg's injuries. Defendants Bill McGuire and Carolyn McGuire also deny any and all liability for Plaintiff Paul Dulberg's injuries and further deny that Defendant David Gagnon was under their control and supervision and working or acting as their employee or agent at the time of the alleged chain saw incident.

3. On February 1, 2013, Defendants Bill McGuire and Carolyn McGuire filed a cross-claim for contribution against Defendant David Gagnon. The cross-claim for contribution seeks contribution from Defendant David Gagnon for injuries claimed by Plaintiff Paul Dulberg and is based upon the terms and provisions of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/1, et seq.

4. Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire have negotiated a settlement of all claims which Plaintiff brought or could have brought against Defendants Bill McGuire and Carolyn McGuire. The settlement was negotiated at arm's length over a substantial period of time, and with the advice of counsel on the part of both parties. There is no collusion or fraud on the part of any of the parties to the negotiation.

5. Pursuant to Section 100/2(c) of the Contribution Act, an alleged tortfeasor that settles with a claimant in good faith shall be discharged from liability for contribution to any other tortfeasors.

6. Defendants Bill McGuire and Carolyn McGuire deny and continue to deny liability to Plaintiff Paul Dulberg and further contest the nature and scope of the injuries Plaintiff Paul Dulberg attributes to the subject chain saw incident.

7. The lump-sum payment of $5,000.00 to Plaintiff Paul Dulberg by or on behalf of

Defendants Bill McGuire and Carolyn McGuire constitutes adequate consideration for purposes of a good faith settlement under Section 100/2(c) of the Contribution Act.

8. Defendants Bill McGuire and Carolyn McGuire respectfully suggest that the settlement with Plaintiff Paul Dulberg is and was made in good faith within the meaning of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/2(c).

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, respectfully pray for the Court as follows:

(1) For an Order declaring that the settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire was made and entered into in good faith within the meaning of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/1, et seq.;

(2) For an Order dismissing all civil complaints, cross-claims, counterclaims and contribution claims currently pending against Defendants Bill McGuire and Carolyn McGuire, and arising out of or otherwise connected to the injuries claimed by Plaintiff Paul Dulberg, with prejudice;

(3) For an Order declaring that any potential future claims against Defendants Bill McGuire and Carolyn McGuire, including, without limitation, claims for contribution arising out of or otherwise connected to the chain saw incident and injuries claimed by Plaintiff Paul Dulberg, are barred;

(4) For an Order declaring for purposes of Illinois Supreme Court Rule 304(a) that there is no just reason to delay enforcement or appeal of the Dismissal Order; and

(5) That this Court enter an order granting such further relief as this Court deems just.

CAROLYN MCGUIRE and BILL MCGUIRE, Defendants,
by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/9/14.

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STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

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| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**GOOD FAITH FINDING AND ORDER OF DISMISSAL**

THIS CAUSE coming on to be heard on the Motion for Good Faith Finding and for Order of Dismissal with Prejudice filed by Defendants Bill McGuire and Carolyn McGuire, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire (improperly named Caroline) constitutes a fair and reasonable and good faith settlement within the meaning of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 0.01 et seq.

2. That the good faith settlement shall henceforth constitute a bar to any and all claims that Plaintiff Paul Dulberg and Defendant David Gagnon and other known or unknown tortfeasors may have against Defendants Bill McGuire and Carolyn McGuire on account of or arising out of the injuries, if any, sustained by Plaintiff Paul Dulberg as a result of the alleged chain saw accident that occurred on June 28, 2011, whether by way of original action, third party claim, cross-claim, counterclaim, claim for contribution or otherwise.

3. That Defendants Bill McGuire and Carolyn McGuire be and are hereby dismissed from the above-captioned lawsuit as party defendants and cross-claimants, with prejudice, and in bar of further suit.

4. That that there is no just reason to delay the enforcement or appeal of this good faith finding and order of dismissal.

DATED: _____

_____
JUDGE Thomas A. Meyer

Prepared by:
Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

[redacted]

USPh

January 8, 2015

***VIA CMRRR No.7011-2000-0002-4788-8927***

Paul Dulberg
4606 Hayden Court
McHenry, IL 60050

RE: Injured Person: Paul Dulberg
Injured Person Address: 4606 Hayden Court , McHenry, IL 60050
Date of Injury: June 28, 2011
Health Care Professionals: Michelle Shamash, OT; Darlene Verenski, OT
Health Care Professional Address: 498 S. Route 12, Suite C, Fox Lake, IL 60020
Account No.:0042000185
Liable Party: UNKNOWN
Carrier: UNKNOWN
Carrier Claim No.: UNKNOWN

Dear Mr. Dulberg:

The purpose of this letter is to provide you written notice of the lien rights of Michelle Shamash, OT and Darlene Verenski, OT pursuant to the Health Care Services Lien Act, 770 ILL. COMP. STAT. ANN. §§ 23/1-23/999 (West, WESTLAW through P.A. 95-1 of the 2007 Reg. Sess.). Pursuant to § 23/10, Michelle Shamash, OT and Darlene Verenski, OT are health care professionals that render services in the treatment, care, or maintenance of the injured person Paul Dulberg, and hereby claim a lien upon all claims and causes of action of the injured person Paul Dulberg for the amount of Michelle Shamash, OT's and Darlene Verenski, OT's reasonable charges up to the date of payment of damages to the injured person Paul Dulberg. Pursuant to § 23/15, a judgment, award, settlement, or compromise secured by or on behalf of an injured person may not be satisfied without the injured person or his or her representative first giving notice of the a judgment, award, settlement, or compromise to the health care professional who has rendered services and served a lien notice hereunder.

If you should have any questions, then please contact the undersigned at your earliest opportunity. My direct number is 713-297-6386.

Sincerely yours,
U.S. Physical Therapy, Inc.

Leon E. Pegg, Associate Counsel

cc: Hans Mast ***VIA CMRRR No.7011-2000-0002-4788-8910***
Attorney At Law
3416 W. Elm Street
McHenry, IL 60050

From: Amanda Chambers Fax: (704) 233-3820 To: +18153445280 Fax: +18153445280 Page 1 of 1 02/09/2015 9:43 AM

MEDCHEX
Medical Justice

# CASE UPDATE REQUEST

**Fax to (866) 585-9097**
**Phone (866) 709-1100 X 102**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | **Amanda Chambers** |
| **Fax:** | 18153445280 | **Date:** | February 9, 2015 |
| **Ref:** | Case Updates | **Pages** | 1 |

Dear Hans Mast,

MedChex, LLC dba Global Financial retains a Security Interest/Lien in any proceeds due to from the legal claim(s) below in which you represent him/her. We appreciate your efforts updating our files, please check the correct status and return to me.

| CaseID | Name | Medical Facility | Pending | Settled (Need Payoff) | Client Discharged Attorney | Attorney Discharged Client | Case Lost |
|---|---|---|---|---|---|---|---|
| 265065 | Paul Dulberg | Open Advanced MRI of Round Lake, LLC | X | | | | |

**Next Time:**

**Email:** _____(confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x102**.

Sincerely,

**Fax to (866) 585-9097**

**You may scan and email to achambers@medchex.org**

Amanda Chambers
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044**

POP 000584

* * Transmit Confirmation Report * *

P1 Feb 9 2015 10:12am

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

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MEDCHEX Medical Justice

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Phone (866) 709-1100 X 102

# CASE UPDATE REQUEST

**To:** Hans Mast **From:** Amanda Chambers

**Fax:** 18153445280 **Date:** February 9, 2015

**Ref:** Case Updates **Pages** 1

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Please complete this update and fax or email it back. If you would like to speak with me, please call (866) 709-1100 x102.

Sincerely,

## Fax to (866) 585-9097

## You may scan and email to achambers@medchex.org

Amanda Chambers
Case Update Manager

Attorney Financing Now Available
For Attorney Financing Call (877) 584-9044

# CONTRACT FOR LEGAL SERVICES

I agree to employ the LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter "my attorney") to represent me in the prosecution or settlement of my claim against persons or entities responsible for causing me to suffer injuries and damages on the _____ day of _____, 20__.

My attorney agrees to make no charge for legal services unless a recovery is made in my claim. The approval of any settlement amount cannot be made without my knowledge and consent.

I agree to pay my attorney in consideration for his legal services a sum equal to one-third (33 1/3%) of my recovery from my claim by suit or settlement; this will increase to 40% in the event my claim results in more than one (1) trial and/or an appeal of a trial. I understand my attorney may need to incur reasonable expenses in properly handling my claim including, but not limited to, expenses such as accident reports, filing fees, court reporters fees, video fees, records fees, and physician fees. I understand those expenses will be taken out of my settlement, in addition to my attorney's legal fee.

X _____
Client

_____
Client

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH

By: _____

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, Illinois 60050
815/344-3797

MEDCHEX
Medical Justice

Sed Bad

# CASE UPDATE REQUEST

FAXED

**Fax to (866) 585-9097**
**Phone (866) 709-1100 X 102**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | Amanda Chambers |
| **Fax:** | 18153445280 | **Date:** | November 7, 2014 |
| **Ref:** | Case Updates | **Pages** | 1 |

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| m-31248 | Penny Parks | Premier Open MRI of McHenry County | | | | | X |

**Next Time:**

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Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x102**.

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**You may scan and email to achambers@medchex.org**

Amanda Chambers
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044**

Page 1 of 1 11/07/2014 9:01 Fax: +18153445280 To: +18153445280 From: Amanda Chambers Fax: (704) 233-3820

* * Transmit Confirmation Report * *

P1 Nov 7 2014 10:31am

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

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From: Amanda Chambers Fax: (704) 233-3820 To: +18153445280 Fax: +18153445280 Page 1 of 1 11/07/2014 9:01

MEDCHEX Medical Justice

Fax to (866) 585-9097
Phone (866) 709-1100 X 102

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**Ref:** Case Updates **Pages** 1

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Amanda Chambers
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044**

MEDCHEX Medical Justice

FAXED 5/9

# CASE UPDATE REQUEST

**Fax to (866) 647-7821**
**Phone (866) 709-1100 X 121**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | **Heather Hallman** |
| **Fax:** | 18153445280 | **Date:** | May 9, 2014 |
| **Ref:** | Case Updates | **Pages** | 1 |

Dear Hans Mast,

MedChex, LLC dba Global Financial retains a Security Interest/Lien in any proceeds due to from the legal claim(s) below in which you represent him/her. We appreciate your efforts updating our files, please check the correct status and return to me.

| CaseID | Name | Medical Facility | Pending | Settled (Need Payoff) | Client Discharged Attorney | Attorney Discharged Client | Case Lost |
|---|---|---|---|---|---|---|---|
| 265065 | Paul Dulberg | Open Advanced MRI of Round Lake, LLC | X | | | | |
| m-31248 | Penny Parks | Premier Open MRI of McHenry County | X | | | | |
| m-31660 | Christopher Billman | Premier Open MRI of McHenry County | X | | | | |
| m-32524 | Vanessa Criswell | Lake Zurich Open MRI | | | | | X |
| m-32524 | Vanessa Criswell | Lake Zurich Open MRI | | | | | X |

**Next Time:**

**Email:** hansmast@comcast.net (confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x121**.

Sincerely,

**Fax to (866) 647-7821**

**You may scan and email to hhallman@medchex.org**

POP 000589

Heather Hallman
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044**

* * Transmit Confirmation Report * *

P1 May 9 2014 12:38pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
|---|---|---|---|---|---|---|---|
| 18666477821 | FAX | Fine | 05/09 12:37pm | 00'51" | 2 | O K | |



MEDCHEX Medical Justice

Fax to (866) 647-7821
Phone (866) 709-1100 X 121

# CASE UPDATE REQUEST

**To:** Hans Mast **From:** Heather Hallman

**Fax:** 18153445280 **Date:** May 9, 2014

**Ref:** Case Updates **Pages** 1

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Sincerely,

**Fax to (866) 647-7821**

**You may scan and email to hhallman@medchex.org**

# Deb Fisher

Certified Shorthand Reporter

922 North Lyford Road Rockford, Illinois 61107

Phone 815/226-9755

Fax 815/395-9510


To: Attorney Thomas Popovich
3416 West Elm Street
McHenry, IL 60050

Date: 11-21-13

Re: Paul Dulberg vs. David Gagnon, et al.

PAID
CK 5573
4/28/14

| | |
|---|---|
| Deposition of Paul Dulberg (Condensed copy) | $447.20 |
| Postage | 6.00 |
| TOTAL | $453.20 |

**Thank You!**
**We Appreciate Your Business**

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**We Appreciate Your Business**

# Invoice

URBANSKI REPORTING COMPANY, INC.
460 Lake Avenue
Crystal Lake, IL 60014
312-977-1777 815-356-6140 Tax ID 36-3960092

| DATE OF JOB | INVOICE # |
|---|---|
| 2/4/2013 | 13870 |

**BILL TO**

Law Offices of Thomas J. Popovich
Mr. Hans Mast
3416 W. Elm Street
McHenry, IL 60050

PAID
CK 5465
4/11/14

| INVOICE DATE | DUE DATE |
|---|---|
| 12/9/13 | 3/6/2013 |

| DESCRIPTION | QUANTITY | RATE | TOTAL |
|---|---|---|---|
| Dulberg v Gagnon | | | 0.00 |
| dep of Gagnon | | | |
| rptr: Orton | | | |
| backordered regular delivery | | | |
| original | 214 | 3.60 | 770.40 |
| exhibits | 10 | 0.25 | 2.50 |

Thank you for your business!

**Total** 772.90

* Now accepting credit card payments 4% fee will apply *

** A late fee of $35 will be assessed after 60 days on all invoices **

*** All check payments will be electronically deposited and debited from your account. Any attempt to stop payment will be assessed a $30 service fee. ***

Minuteman Press
3410 W. Elm St
McHenry, IL 60050
Phone: 815-344-1404
Fax: 815-344-9552
www.mchenry.minutemanpress.com
e-mail: minutemanmchenry@comcast.net

Minuteman Press
The First & Last Step In Printing.

# Invoice

**Invoice Number:** 80723
**Invoice Date:** 12/11/2013

**Bill To:** Thomas Popovich, P.C 2013
3416 W. Elm St
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

**Ship To:** Thomas Popovich, P.C 2013
Tom
3416 W. Elm St
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

Merry Christmas
and
Happy New Year

| Description | | Price |
|---|---|---|
| 225 | Black & White copies - Dulberg (Job 125106) | $33.75 |
| 378 | Black & White copies - Austin (Job 125107) | $56.70 |
| | **Sub Total** | $90.45 |
| | Invoice Total | $90.45 |
| | **Balance Due** | $90.45 |

PAID
3/31/14
CK 5413

Salesperson: Tom

**Terms: Net 30 days** **1.5% interest per month on past-due invoices.**

Terms begin on Invoice date

**Thank you,**
**Authorized Signature:** _____

*39¢ DIGITAL COLOR COPIES - OUR EVERYDAY LOW PRICE*
**815.344.1404**

Page 1 of 2 2/18/2014 10:26 Fax: +18153445280 To: +18153445280 Fax: (866) 647-7821 From: Heather Hallman




# CASE UPDATE REQUEST

**Fax to (866) 647-7821**
**Phone (866) 709-1100 X 121**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | **Heather Hallman** |
| **Fax:** | 18153445280 | **Date:** | February 18, 2014 |
| **Ref:** | Case Updates | **Pages** | 1 |

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Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x121**.

Sincerely,

**Fax to (866) 647-7821**

**You may scan and email to hhallman@medchex.org**

POP 000596

Heather Hallman
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044**

* * Transmit Confirmation Report * *

P1 Feb 18 2014 02:52pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
|---|---|---|---|---|---|---|---|
| 18666477821 | FAX | Fine | 02/18 02:51pm | 00'39" | 1 | O K | |



MedChex

Fax to (866) 647-7821
Phone (866) 709-1100 X 121

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**Ref:** Case Updates **Pages** 1

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**Fax to (866) 647-7821**

**You may scan and email to hhallman@medchex.org**

MedChex

Medical Lien Finance
14 Mamaroneck Avenue; Suite 3F
White Plains, NY 10601
Tax ID: 13-4214889
www.medchex.org

LIEN

*MRI *Epidurals *Anesthesia *Orthopedic *Hospital

# PAYOFF AMOUNT

## Security Interest & Assignment Satisfaction

January 8, 2014

Hans Mast
The Law Offices of Thomas J. Popovich
3416 W. Elm St.
McHenry, IL 60050

*via fax 18153445280*

Ref: Paul Dulberg Case ID: 265065

Dear Hans Mast,

This letter is to inform you of the current Lien Payoff Amount due MedChex (tax ID 13-4214889) for the above referenced client. Please mail a check for the amount referenced below to the address below and we will release all claims against your client.

Payoff due before 2/17/2014 $ 3,390

Please mail our check to:

Medchex
P.O. Box 828
Katonah, NY 10536

Sincerely,
*Heather Hallman*
Finance Manager
hhallman@medchex.org
(866) 709-1100 Ext. 121

***Medical Justice***

POWERS & MOON, LLC
ATTORNEYS AT LAW
707 LAKE COOK ROAD, SUITE 102
DEERFIELD, ILLINOIS 60015
PHONE: (847) 412-1274
FAX: (847) 412-1570

July 6, 2011

Via Certified Mail
PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

| | | |
|---|---|---|
| RE: | Lienholder/Our Client: | Northern Illinois Medical Center |
| | Account Number: | B1117900323 |
| | Dates of Service: | 06/28/2011 - 06/28/2011 |
| | Patient: | PAUL R DULBERG |
| | Accident Date: | 06/28/2011 |
| | Total Charges: | $1,323.75 |

Dear PAUL R DULBERG:

We represent Northern Illinois Medical Center regarding the above account. It is our understanding that you were injured while at someone else's house. Homeowner's insurance policies sometimes cover various injuries sustained while on the premises of their insureds. Kindly provide us with the name and address of the property owner, their homeowner's insurance company's name and policy number, and if a claim has been opened please provide us with the claim number along with the name and contact information for the adjuster assigned to the claim.

Please provide the above information so that we may follow up with the appropriate party for payment. Enclosed is a copy of the Notice of Health Care Provider Lien for the services provided.

Direct all correspondence to:

Powers & Moon, LLC
707 Lake Cook Road, Suite 102
Deerfield, IL 60015

Sincerely yours,

POWERS & MOON, LLC

David H. Moon, Esq.

Enclosure

Patient Account #: B1117900323 DOS: 06/28/2011 - 06/28/2011

## NOTICE OF HEALTH CARE PROVIDER LIEN

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

TO: PAUL R DULBERG

4606 HAYDEN CT
MCHENRY IL 60051-7918

Pursuant to 770 ILCS 23/10, you are hereby notified that PAUL R DULBERG of last known address of 4606 HAYDEN CT, MCHENRY IL 60051-7918 was on or about 06/28/2011 injured by the party alleged to be liable, Unknown, and/or other responsible party(ies), for which he may have a demand or cause of action. PAUL R DULBERG was a patient and received medical services and supplies in Northern Illinois Medical Center because of said injuries.

You are further notified that Northern Illinois Medical Center hereby claims a lien upon any claim or demand or cause of action which the said injured party may have in accordance with the terms and provisions of the Statutes of the State of Illinois in regard to health care provider liens in such cases made and provided, and that such lien is for the reasonable value of services rendered and to be rendered in the treatment, care and maintenance of such injured person, the amount of which lien will not exceed one-third of the sum paid or due to said injured person on said claim or right of action.

David H. Moon, ESQ.
POWERS & MOON, LLC
707 Lake Cook Road, Suite 102
Deerfield, IL 60015

Received a copy of the above and foregoing notice
This _____ day of _____ 2011

Signed:_____

Lienholder: Northern Illinois Medical Center
Address: C/O Powers & Moon, LLC
707 Lake Cook Road, Suite 102
Deerfield, IL 60015

AFFIDAVIT OF PERSON MAILING NOTICE
STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

David H Moon, being first duly sworn on oath, deposes and says that (s)he served a copy of the above and foregoing notice by placing same in a properly stamped envelope addressed to the above address(es) and depositing same as certified mail in the Deerfield, Illinois Post Office on the 6th day of July, 2011.

(X) Under penalties as provided by law pursuant to 735 ILCS 5/1-109
I certify that the statements as set forth herein are true and correct.

Signature

Lien

FAXED 12/7

dynamic HAND THERAPY
Hand & Upper Extremity Rehabilitation

Michelle P. Shamash, OTR/L, CHT
Certified Hand Therapist
Clinic Director

To: Hans West | From: Judy

Attn: | Date: 12/6/11

Phone: | Fax: 815-344-5280

Re: Paul Dulberg Litigation Agreement | Pages: 5

The attached sheets are intended only for the use of the entity or the individual it addresses and may contain information that is privileged, confidential and exempt from disclosure under the applicable law. If you are not the intended recipient or their agent, you are hereby notified that any discrimination, distribution or copying of this communication is strictly prohibited. If you should have any questions or problems regarding this transmission or if you have received this communication in error, please notify us immediately at (847)587-3301.

COMMENTS:

Please have attorney sign these documents & fax back, as we require this to treat patient.

Thank you for help.

498 S. Route 12, Suite C, Fox Lake, IL 60020 Phone: 847-587-3301 Fax: 847-587-3346

Law Offices of Thomas J. Popovich, P.C.

HANS A. MAST
*Attorney At Law*

*3416 W. Elm Street*
*McHenry, Illinois 60050*
*Phone: (815) 344-3797*
*Fax: (815) 344-5280*

*Wrongful Death*
*Personal Injury &*
*Medical Malpractice*
*www.popovichlaw.com*
*hansmast@comcast.net*

# Litigation Agreement and Acknowledgement of Financial Responsibility

This Litigation Agreement and Acknowledgement of Financial Responsibility is executed as of _____, 200__, by _____ ("Patient") residing at _____.

WHEREAS, Patient has been prescribed physical therapy for injuries that have occurred in a recent event;

WHEREAS, Patient is pursuing litigation to recover damages for such injury (the "Claim");

WHEREAS, FACILITY ("Clinic") is willing, as a courtesy to Patient, to delay collection of its fee for the physical/occupational therapy services rendered in order to allow Patient time to recover monetary compensation to cover the cost of the therapy services.

NOW, THEREFORE, IT IS ACKNOWLEDGED AND AGREED THAT:

Clinic agrees to refrain from attempting to collect its fees for services rendered to the Patient which are the subject of the Claim for the period set forth herein, subject to compliance by Patient with Patient's agreements and obligations as set forth herein.

Patient acknowledges and agrees that it is their sole obligation to pay for the therapy services rendered for injuries arising from the event. Patient grants a lien on and/or assigns any settlement or judgment in which Patient receives from the Claim in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. Patient further agrees to execute such further documents as necessary for Clinic to preserve its right to enforce said lien and/or assignment.

Patient agrees that if the Clinic does not receive a satisfactory payment within 365 days from the date on which the last therapy services were rendered related to the Claim, Patient will pay for the therapy services without the necessity of notice or further demand. Patient acknowledges and agrees that in the event Patient does not pay for the therapy services within 395 days from the last date that the therapy services were rendered arising from the Claim, the account will be transferred to our collection agency. Patient agrees to be responsible for any expenses incurred in collecting Patient's account, including all fees, court costs, reasonable attorney's fee, and all other collection related expenses.

By signing below Patient acknowledges that he/she has read, understands and hereby accepts the above obligations and agreements.

Patient Signature: X Paul Anthony Date: 12-6-11

Written Name: _____

Acknowledgement by Clinic:

By: _____ Date: _____

Title: _____

© 2003 U.S. Physical Therapy, Inc.

Attachment B1.003F

# HEALTH CARE PROVIDER'S LIEN

Patient: _____

I have a cause of action as a result of injuries sustained by me on _____.

I desire your services as a treating therapy facility, even though I do not have the funds to personally pay for therapy services at this time.

I understand that I am directly and fully responsible to pay you for all the reasonable and necessary medical bills incurred by me for the rendering of reasonable and necessary services provided by you. This agreement is made in consideration of your continued treatment of me, awaiting payment and foregoing collection efforts.

I give a lien to you on any settlement or jury verdict that I receive as a result of my cause of action. I authorize and direct my attorney to pay directly to you such sum as may be due for services rendered to me, and to withhold such sum from my portion of any settlement or jury verdict. In the event my portion of the recovery is insufficient to cover all of the protected medical bills in my case, then I will promptly reimburse you from my portion of the recovery on an accepted basis with all of my other protected medical bills. I further understand, however, that such pro-rata payment will not be considered payment in full by me, and that I remain fully responsible to pay the balance of my medical bill, and that any personal liability is not contingent on the settlement or jury verdict which I may recover.

Patient's Signature: Paul Dudley Date: 12-6-11

---

As the patient's attorney, I acknowledge the above lien. Upon final settlement or jury verdict in this case, I agree to withhold your medical fees from the client's share of any settlement or jury verdict, and forward full payment to you.

It is expressly understood that in the event the attorney-client relationship is terminated prior to resolution of the above referenced client's case, I will immediately notify you, and I will continue to use my best efforts to ensure that your fees will be protected. I will immediately notify the appropriate insurance companies and any new attorney that the case cannot be concluded without paying your fees in accordance with this lien agreement.

Attorney's Signature: _____ Date: 12-7-11

© 2003 U.S. Physical Therapy, Inc.

Attachment B1.003G

## LETTER OF PROTECTION
## (SAMPLE)

Patient/Client:

Patient Account Number:

I hereby authorize FACILITY to furnish _____ Attorney at Law, with my complete medical records, including examination, treatment diagnosis and prognosis in regard to the accident in which I was involved. I understand that such authorization should be accompanied by an executed Authorization for Disclosure of Protected Health Information in the form attached hereto prior to FACILITY's release of such records.

I give irrevocable authorization to my attorney to pay directly to FACILITY all such sums due for therapy rendered to me as a result of the accident. I further grant a lien on and/or assign any settlement or judgment in which I receive from any claim(s) filed as a result of the accident in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. I further agree to execute such further documents as necessary for FACILITY to preserve its right to enforce said lien and/or assignment.

I fully understand that I am directly and fully responsible to FACILITY for services rendered to me. This agreement is made solely for the purpose of affording FACILITY additional protection. I understand that payment of this obligation in full is not contingent on any settlement, judgment or verdict by which I may eventually recover such fees.

In addition, I understand and agree that payment in full on my account should be made within _____ months of this date unless other financial arrangements have been made. I understand that my account shall be forwarded to FACILITY's collection agency in the event I do not timely pay the account or make other financial arrangements. I further understand that the obligations recited herein (including the obligation to pay for services rendered) shall continue in full force and effect, and shall be binding upon me, my heirs, administrators, executors, successors, and assigns, until and unless all fees for services rendered have been paid in full.

X _____ 12-6-11
Guarantor's Signature Date

_____
Witness's Signature
Date

The undersigned attorney of record for the patient, does agree to observe all terms of this letter of Protection, and agrees to withhold such sums from any settlement, judgment or verdict as may be necessary to protect FACILITY.

_____ 12-6-11
Attorney Signature Date

© 2003 U.S. Physical Therapy, Inc.

# LAW OFFICES OF THOMAS J. POPOVICH, P.C.

3416 West Elm Street
McHenry, IL 60050
Telephone: 815-344-3797
Facsimile: 815-344-5280

**PERSONAL & CONFIDENTIAL**
**FACSIMILE COVER SHEET**

**DATE:** 12/7/11

**TO:** Judy

**FACSIMILE:** 847/587-3346

**FROM:** Hans Mast
LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, IL 60050

**RE:** Paul Dulberg

**NUMBER OF PAGES:** 6 **(INCLUDING COVER SHEET)**

**MESSAGE:**

**CONFIDENTIALITY NOTICE**

THE INFORMATION CONTAINED IN THIS FAX AND ANY ACCOMPANYING DOCUMENTS ARE ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR USE BY THE ADDRESSEE. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS IN ERROR, PLEASE RETURN THE ORIGINALS TO THE SENDER VIA THE U.S. POSTAL SERVICE. THANK YOU.

** Transmit Conf.Report **

P.1
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Dec 7 2011 12:50pm

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 18475873346 | Normal | 07:12:49pm | 1'01" | 6 | # 0 K | |

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Telephone: 815-344-3797
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FACSIMILE: 847/587-3346

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NUMBER OF PAGES: 6 (INCLUDING COVER SHEET)

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18666477821 From: Heather Hallman
11/11/2013 9:23:55 AM EST
To: Page 1 of

MedChex

FAXED

# CASE UPDATE REQUEST

**Fax to (704) 765-5704**
**Phone (866) 709-1100 X 121**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | **Heather Hallman** |
| **Fax:** | 18153445280 | **Date:** | November 11, 2013 |
| **Ref:** | Case Updates | **Pages** | 1 |

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| | | | |

Next Time:

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Sincerely,

**Fax to (704) 765-5704**

POP 000609

**You may scan and email to hhallman@glofin.com**

Heather Hallman
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044**

**0033000001C98EuAAJ**

8668477021 From: Heather Hallman
Page 001
To:

MedChex

## CASE UPDATE REQUEST

**Fax to (704) 765-5704**
**Phone (866) 709-1100 X 121**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | **Heather Hallman** |
| **Fax:** | 18153445280 | **Date:** | November 11, 2013 |
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| CaseID | Name | Please Circle The Current Status Of Each Client | Medical Facility |
|---|---|---|---|
| 265065 | Paul Dulberg | Pending / Settled (Need Payoff) / No Longer Represent | Open Advanced MRI of Round Lake, LLC |
| m-31248 | Penny Parks | Pending / Settled (Need Payoff) / No Longer Represent | Premier Open MRI of McHenry County |
| m-31660 | Christopher Billman | Pending / Settled (Need Payoff) / No Longer Represent | Premier Open MRI of McHenry County |
| m-32524 | Vanessa Criswell | Pending / Settled (Need Payoff) / No Longer Represent | Lake Zurich Open MRI |
| m-32524 | Vanessa Criswell | Pending / Settled (Need Payoff) / No Longer Represent | Lake Zurich Open MRI |
| | | | |

Next Time:

**Email:** _____(confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x120**.

Sincerely,

**Fax to (704) 765-5704**

Page 001
PGP-000641

P1

** Transmit Confirmation Report **

Nov 11 2013 12:30pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page | Note | Result | Details |
|---|---|---|---|---|---|---|---|---|
| 17047655704 | FAX | Fine | 11/11 12:30pm | 00'38" | 1 | | # O K | |

Lien

# NOTICE OF HEALTH CARE SERVICES LIEN

TO_Paul Dulberg 4606 Hayden McHenry, IL 60050

[name and address of injured party against whom a claim or right of actions exists from such injuries]

PLEASE TAKE NOTICE that the undersigned, an Illinois licensed health care Professional employed by Hand Surgery Associates, S.C., a licensed Illinois Medical Corporation, has rendered or will render services by way of treatment to

Paul Dulberg (name and address of injured person)

4606 Hayden McHenry, IL 60050

for injuries sustained on or about 2/1/12 and for which injuries treatment received: 2/1/12-----9/1/13

(please list below name and address of each party who may be liable)

Paul Dulberg 4606 Hayden McHenry, IL 60050
(Name) (Address)

Mr. Hans Mast Law Offices of Thomas Popovich 3416 W. Elm St. McHenry, IL 60050
(Name) (Address)

**YOU ARE HEREBY FURTHER NOTIFIED** that the undersigned claims a lien, as provided under the laws of the State of Illinois, 770 ILCS 23/1, et seg. upon all applicable claims and causes of action of said injured person for the amount of reasonable charges up to the date of payment of damages.

Hand Surgery Associates, S.C.

515 West Algonquin Road

Arlington Heights, Illinois 60005

847 - 956 - 0099

Health Care Professional

Business Center 3060 West Salt Creek Lane Arlington Heights, Illinois 60005 847.618.1000 www.nch.org

nch Northwest Community Hospital

# NOTICE OF HOSPITAL LIEN

Patient Information:
Patient Name: Paul Dulberg
Account# 71265382

Other Party Information:
**Responsible Party:** David Gagnon/Maguires

**Insurance Company:** To be named
**Claim#:** Still to be decided

You are hereby notified that Paul Dulberg, was on or about the 28th day of June, 2011was injured by the alleged negligence or wrongful act of David Gagnon/Maguires. You appear to be holding funds or expect to be holding funds in the future for payment which Northwest Community Hospital has a claim, demand or cause of action against. Paul Dulberg was a patient in the undersigned hospital, or was a patient on July 9, 2012 due to said injuries.

You are further notified that the undersigned hospital is a corporation organized not for profit under the laws of the State of Illinois and is located at 800 W. Central Road in the city of Arlington Heights, Illinois.

You are further notified that the undersigned hospital claims a lien upon any claim or demand or cause of action which the said injured party may have against the alleged wrong doer, and against any funds you may have presently or in the future which may be directed towards the injured party, in accordance with the terms and provisions of the statutes of the State of Illinois in such case made and provided, and that such lien is for the reasonable value of services rendered and to be rendered in a treatment, care and maintenance of such injured person at current rates, the amount of which lien will not exceed 1/3 of the sum paid or due to said injured person on said claim or right of action.

| Our Hospital Nos: | Amount of Liens: |
|---|---|
| 71265382 | $6,366.00 |

NORTHWEST COMMUNITY HOSPITAL

BY: Catie Harrison

Catie Harrison
Patient Financial Services
Northwest Community Hospital

## AFFIDAVIT OF PERSON MAILING NOTICE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

Subscribed and Sworn to Before Me
this 23 Day of July, 2012

Suzanne Maczko
NOTARY PUBLIC

OFFICIAL SEAL
SUZANNE A MACZKO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/13/12

NOTE: Requests for medical records pertaining to this case should be directed to:
Medical Records
Northwest Community Hospital
800 W. Central Rd., Arlington Heights, IL 60005

# Notice of Physician's Lien

LIEN

**To:** Hans Mast
3416 W Elm Street
McHenry IL 60050

You are hereby notified that the undersigned, a duly licensed and practicing physician in and for the State of Illinois, has and will render medical services in the treatment for injuries sustained by Paul Dulberg of 4606 Hayden Court, McHenry IL 60051, Illinois, on or about the 28th day of June 2011, and for which injuries the following person or persons is or may be liable to make compensation to the aforesaid injured person:

Paul Dulberg

The undersigned claims a lien as by the Statutes of the State of Illinois, in such case made and provided, upon the claim and cause of action or causes of action of said injured party aforesaid, for his reasonable charges for medical services rendered up to the date of payment of such damages.

That such lien shall attach to any verdict, judgment or decree secured in any action or decree secured in any suit or action of said injured party based on the negligent or wrongful act or acts of said person or persons, or whoever shall be found to be liable therefor, and to any money or property which may be recovered by compromise settlement, suit or action on account of the injuries so sustained not resulting in the death of the injured person; or to any verdict, judgment or decree in any suit brought by the estate of such injured person against any person or persons for the recovery of damages on account of injuries resulting in the death of such injured person.

In the event you have insurance, it is suggested for your protection, that this Notice of Physician's Lien be forwarded promptly to your insurance carrier.

Karen F. Levin MD
Physician's Signature

Karen F. Levin, MD
Physician
ASSOCIATED NEUROLOGY, S.C.
1900 Hollister Drive
Suite 250
Address
Libertyville, IL 60048
(847)549-0055

## PROOF OF SERVICE

STATE OF ILLINOIS }
COUNTY OF }

2420.00

being duly sworn deposes and says that he served the above and foregoing Notice of Physician's Lien upon the aforesaid

Hans Mast

by:

( ) Delivering a true copy thereof to said persons

(xx) Placing a true copy of said notice in an envelope addressed to each of said persons at the addresses as above shown, and depositing the same in the United States Mails, postage prepaid as mail on the 2nd day of May 2012.

Subscribed and sworn to before me this 2nd day of May 2012

Official Seal
Francine Rippberger
Notary Public State of Illinois
My Commission Expires 10/27/2014

Notary Public

Notary Public Seal

**By Statute the notice must be served upon both the injured party and the person or persons allegedly liable. Service may be made in person, by registered or certified mail.

LIEN

Attachment 61.003E Page 1 of 2

# Litigation Agreement and Acknowledgement of Financial Responsibility

This Litigation Agreement and Acknowledgement of Financial Responsibility is executed as of 12-6-11, 20[illegible], by Paul Dubberg ("Patient") residing at _____.

WHEREAS, Patient has been prescribed physical therapy for injuries that have occurred in a recent event;

WHEREAS, Patient is pursuing litigation to recover damages for such injury (the "Claim");

WHEREAS, FACILITY ("Clinic") is willing, as a courtesy to Patient, to delay collection of its fee for the physical/occupational therapy services rendered in order to allow Patient time to recover monetary compensation to cover the cost of the therapy services.

NOW, THEREFORE, IT IS ACKNOWLEDGED AND AGREED THAT:

Clinic agrees to refrain from attempting to collect its fees for services rendered to the Patient which are the subject of the Claim for the period set forth herein, subject to compliance by Patient with Patient's agreements and obligations as set forth herein.

Patient acknowledges and agrees that it is their sole obligation to pay for the therapy services rendered for injuries arising from the event. Patient grants a lien on and/or assigns any settlement or judgment in which Patient receives from the Claim in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. Patient further agrees to execute such further documents as necessary for Clinic to preserve its right to enforce said lien and/or assignment.

Patient agrees that if the Clinic does not receive a satisfactory payment within 365 days from the date on which the last therapy services were rendered related to the Claim, Patient will pay for the therapy services without the necessity of notice or further demand. Patient acknowledges and agrees that in the event Patient does not pay for the therapy services within 395 days from the last date that the therapy services were rendered arising from the Claim, the account will be transferred to our collection agency. Patient agrees to be responsible for any expenses incurred in collecting Patient's account, including all fees, court costs, reasonable attorney's fee, and all other collection related expenses.

By signing below Patient acknowledges that he/she has read, understands and hereby accepts the above obligations and agreements.

Patient Signature: X _____ Date: 12-6-11

Written Name: _____

Acknowledgement by Clinic:

By: _____ Date: 12/7/11

Title: OM

© 2003 U.S. Physical Therapy, Inc.

Attachment B1.003F

# HEALTH CARE PROVIDER'S LIEN

Patient: Paul Dulberg

I have a cause of action as a result of injuries sustained by me on _____.

I desire your services as a treating therapy facility, even though I do not have the funds to personally pay for therapy services at this time.

I understand that I am directly and fully responsible to pay you for all the reasonable and necessary medical bills incurred by me for the rendering of reasonable and necessary services provided by you. This agreement is made in consideration of your continued treatment of me, awaiting payment and foregoing collection efforts.

I give a lien to you on any settlement or jury verdict that I receive as a result of my cause of action. I authorize and direct my attorney to pay directly to you such sum as may be due for services rendered to me, and to withhold such sum from my portion of any settlement or jury verdict. In the event my portion of the recovery is insufficient to cover all of the protected medical bills in my case, then I will promptly reimburse you from my portion of the recovery on an accepted basis with all of my other protected medical bills. I further understand, however, that such pro-rata payment will not be considered payment in full by me, and that I remain fully responsible to pay the balance of my medical bill, and that any personal liability is not contingent on the settlement or jury verdict which I may recover.

Patient's Signature: Paul Dulberg Date: 12-6-11

---

As the patient's attorney, I acknowledge the above lien. Upon final settlement or jury verdict in this case, I agree to withhold your medical fees from the client's share of any settlement or jury verdict, and forward full payment to you.

It is expressly understood that in the event the attorney-client relationship is terminated prior to resolution of the above referenced client's case, I will immediately notify you, and I will continue to use my best efforts to ensure that your fees will be protected. I will immediately notify the appropriate insurance companies and any new attorney that the case cannot be concluded without paying your fees in accordance with this lien agreement.

Attorney's Signature: _____ Date: 12-7-11

© 2003 U.S. Physical Therapy, Inc.

Attachment B1.003G

## LETTER OF PROTECTION
## (SAMPLE)

Patient/Client:

Patient Account Number:

I hereby authorize FACILITY to furnish Hans MAST (Attorney) Attorney at Law, with my complete medical records, including examination, treatment diagnosis and prognosis in regard to the accident in which I was involved. I understand that such authorization should be accompanied by an executed Authorization for Disclosure of Protected Health Information in the form attached hereto prior to FACILITY's release of such records.

I give irrevocable authorization to my attorney to pay directly to FACILITY all such sums due for therapy rendered to me as a result of the accident. I further grant a lien on and/or assign any settlement or judgment in which I receive from any claim(s) filed as a result of the accident in an amount equal to the lesser of the charges for the therapy services rendered, or the maximum amount permitted by law. I further agree to execute such further documents as necessary for FACILITY to preserve its right to enforce said lien and/or assignment.

I fully understand that I am directly and fully responsible to FACILITY for services rendered to me. This agreement is made solely for the purpose of affording FACILITY additional protection. I understand that payment of this obligation in full is not contingent on any settlement, judgment or verdict by which I may eventually recover such fees.

In addition, I understand and agree that payment in full on my account should be made within _____ months of this date unless other financial arrangements have been made. I understand that my account shall be forwarded to FACILITY's collection agency in the event I do not timely pay the account or make other financial arrangements. I further understand that the obligations recited herein (including the obligation to pay for services rendered) shall continue in full force and effect, and shall be binding upon me, my heirs, administrators, executors, successors, and assigns, until and unless all fees for services rendered have been paid in full.

X Paul Lundholm 12-6-11
Guarantor's Signature Date

Witness's Signature
Date

The undersigned attorney of record for the patient, does agree to observe all terms of this letter of Protection, and agrees to withhold such sums from any settlement, judgment or verdict as may be necessary to protect FACILITY.

Attorney Signature 12-6-11
Date

© 2003 U.S. Physical Therapy, Inc.

# Dynamic Hand Therapy and Rehab

Gurnee, IL 847-336-2616 ph 847-336-2676 fx

Fox Lake, IL 847-587-3301 847-587-3346 fx

Please add Bills

815-344-5280

Facsimile transmittal

To: Hans Mast Company:

From: Jenn Date: 5-22-12

Re: Paul Dubberg Pages: 10

CC:

___ Urgent ✓ For Review ___ Please Comment ___ Please Reply

Lien & ledger for PT
Paul Dubberg

The information contained in this facsimile message is privileged and confidential and exempt from disclosure under applicable law and intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by phone immediately, and return the original message to us at the address above via the United States Postal Service. Thank You.

Minuteman Press
3410 W. Elm St
McHenry, IL 60050
Phone: 815-344-1404
Fax: 815-344-9552
www.mchenry.minutemanpress.com
e-mail: minutemanmchenry@comcast.net

Minuteman Press
The First & Last Step In Printing.

# Invoice

**Invoice Number:** 76962
**Invoice Date:** 4/11/2012

**Bill To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

**Ship To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

New New New New New

Our Email Address is now
minutemanmchenry@comcast.net

PLEASE NOTE

| Description | Price |
|---|---|
| 6 Color -Dulberg (Job 118574) | $7.34 |

| | |
|---|---|
| Invoice Total | $7.34 |
| **Balance Due** | **$7.34** |

Salesperson: Tom

**Terms: Net 30 days**

**Thank you,**
**Authorized Signature:** _____

3060 West Salt Creek Lane
Arlington Heights, IL 60005

847.618.1000
www.nch.org

Duh, sorry

nch Northwest Community Hospital

FAX COVER SHEET

LIEN

**CONFIDENTIALITY NOTICE:**

The documents accompanying this transmission may contain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named below. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distributions or taking of action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please notify us immediately to arrange for the return of the documents.

DATE: 6-25-12

DELIVER TO: Hans Mast

COMPANY NAME: Law office.

FAX NUMBER: 815 344 5280

FROM: Catie Harrison

DEPARTMENT: Patient Financial Services
Northwest Community Healthcare
3060 Salt Creek Lane, Suite 110
Arlington Heights IL 60005

TOTAL NUMBER OF PAGES FAXED (INCLUDING COVER SHEET) 2

If you do not receive all pages, please call the sender at 847-618-4747, option 3 as soon as possible.

Our fax number is 847-618-4719.

COMMENTS: _____

3060 West Salt Creek Lane
Arlington Heights, IL 60005

847.618.1000
www.nch.org

nch Northwest Community Hospital

June 25, 2012

Law Office of Tom Popovich
Attn: Hans Mast
3416 W Elm St.
McHenry IL 60050

RE: Patient: Paul Dulberg
Patient #: 71265382

To Whom It May Concern:

Pursuant a discussion with your office regarding the above referenced patient, this is written request to obtain the information necessary for us to file a lien against the pending settlement for this patient.

In order to file a lien for this patient's scheduled procedure I will need the following:
Name and address of the homeowners insurance to which the claim should be filed
Claim number
Name of responsible party
Date of incident

Please contact me with any questions regarding this matter at 847-618-4747 option 3. Please refer to the account number listed above.

Thank you in advance for your assistance in this matter.

Catie Harrison
Patient Financial Services Department
Northwest Community Hospital

847.618.4702| tel
847.618.4719 | fax
c2harrison@nch.org | email

17049739398 From: Zach Colon
2012-05-23 09:36:12 EDT
To: Page 1 of 1

MedChex

FAXED

# CASE UPDATE REQUEST

**Fax to (704) 831-5411**
**Phone (866) 709-1100 X 121**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast, Esq. | **From:** | **Heather Hallman** |
| **Fax:** | 18153445280 | **Date:** | May 23, 2012 |
| **Ref:** | Case Updates | **Pages** | 1 |

Dear Hans Mast,

Global Financial retains a Security Interest/Lien in any proceeds due to from the legal claim(s) below in which you represent him/her.
We appreciate your efforts updating our files.

| CaseID | Name | Please Circle The Current Status Of Each Client | Medical Facility |
|---|---|---|---|
| 265065 | Paul Dulberg | Pending / Settled (Need Payoff) / No Longer Represent | Open Advanced MRI of Round Lake, LLC |
| | | | |

**Next Time:**

**Email:** hansmast@comcast.net (confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x121**.

Sincerely,

**Fax to (704) 831-5411**

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044** **[bkAttyID]**

Heather Hallman
Case Update Manager

POP 000622

# ** Transmit Conf.Report **

P.1
LAW OFFICE T POPOVICH Fax 1-815-344-5280

May 23 2012 09:18am

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 17048315411 | Normal | 23:09:18am | 0'29" | 1 | * O K | |



MedChex

Fax to (704) 831-5411
Phone (866) 709-1100 X 121

## CASE UPDATE REQUEST

**To:** Hans Mast, Esq. **From:** Heather Hallman

**Fax:** 18153445280 **Date:** May 23, 2012

**Ref:** Case Updates **Pages:** 1

Dear Hans Mast,

Global Financial retains a Security Interest/Lien in any proceeds due to from the legal claim(s) below in which you represent him/her. We appreciate your efforts updating our files.

| CaseID | Name | Please Circle The Current Status Of Each Client | Medical Facility |
|---|---|---|---|
| 265065 | Paul Dulberg | Pending / Settled (Need Payoff) / No Longer Represent | Open Advanced MRI of Round Lake, LLC |
| | | | |
| | | | |

Next Time:

**Email:** hans Mast@comcast.net (confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call (866) 709-1100 x121.

Sincerely,

**Fax to (704) 831-5411**

Heather Hallman
Case Update Manager

Attorney Financing Now Available
For Attorney Financing Call (877) 584-9044

[bkAttyID]

Katherine M. Keefe
Clerk of the Circuit Court
22nd Judicial Circuit - McHenry County, Illinois
2200 N. Seminary Avenue
Woodstock, IL 60098
www.mchenrycircuitclerk.org

# RECEIPT FOR PAYMENT

Receipt: 4091339 Date: May 15, 2012 Time: 03:33 PM

Received From: POPOVICH, THOMAS J

Paid By: CHECK OR MONEY ORDER(1938) $241.00

Total Paid: $241.00

Case Number: 12LA000178

DULBERG, PAUL VS GAGNON, DAVID, ET AL

| | | | |
|---|---|---|---|
| CIRCUIT CLERK FEE | $160.00 | | |
| COURT AUTOMATION FEE | $15.00 | | |
| COURT DOCUMENT FEE | $15.00 | | |
| LAW LIBRARY FEE | $18.00 | | |
| COURT FEE | $5.00 | | |
| COURT SECURITY FEE | $20.00 | | |
| ARBITRATION FEES | $8.00 | | |
| Total Paid on this case: | $241.00 | Balance Due: | $0.00 |

**** The Balance Due can increase if a warrant or other court-ordered paper is served by an arresting agency.**

Pre-payment

**Law Offices of Thomas J. Popovich, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**Telephone: 815-344-3797**
**Facsimile: 815-344-5280**

# CHECK REQUEST

| | |
|---|---|
| PAYABLE TO: | Northwest Community Hospital |
| FOR: | Medical Records |
| CLIENT: | Dulberg, Paul |
| AMOUNT: | $76.27 |
| DATE: | July 27, 2012 |
| REQUESTED BY: | Alarie |

Thank You!!

West Central Road
ngton Heights, Illinois 60005
847.618.1000
www.nch.org

Northwest Community Hospital

# RELEASE OF INFORMATION PREBILL

THOMAS J POPOVICH
3416 W ELM ST
MCHENRY, IL 60050

**For Producing Copies of Medical Records for:**

| Patient Name: | MRN: | Invoice Date: | Invoice Number: |
|---|---|---|---|
| DULBERG, PAUL R | 0001307925 | July 19, 2012 | 59149 |

**Total Pages:** 61

**Billing Tier:** Attorney 2011 **Billing Tier Pages:** 61 **Subtotal:** $72.27

**Postage:** $4

**Total Charges:** $76.27

**Adjustment Amount:** **Adjustment Reason:**

**Adjust/Payment Total:**

**Balance Due:** $76.27

----------***PLEASE RETURN LOWER PORTION WITH PAYMENT***----------

***Please make checks payable to Northwest Community Hospital - HIM***

MasterCard [ ]
VISA [ ]
Discover [ ]
American Express [ ]

Northwest Community Hospital
800 W. Central Road
Arlington Heights, IL 60005
Tel: (847) 618-4977

CARD#:

Expiration Date: Total Payment:

Name/Signature (Card Holder) Contact Phone:

Please contact the Health Information Department for questions regarding your request. If you wish to cancel your request please contact our office in writing at the above address.

| Requester: | THOMAS J POPOVICH | Balance Due: | $76.27 |
|---|---|---|---|
| Patient Name: | DULBERG, PAUL R | Request ID: | 47986 |

**Please send payment in order to receive requested records.**

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

July 16, 2012

NorthwestCommunity Hospital
MEDICAL RECORDS/PATIENT BILLING
800 W. Central Road
Arlington Heights, IL 60005

| | | |
|---|---|---|
| Re: | Patient: | Paul Dulberg |
| | Date of Birth: | 03/19/1970 |
| | Date of Service: | 06/28/2011 to present |

Dear Sir or Madam:

Please be advised that the above-captioned person is represented by the LAW OFFICES OF THOMAS J. POPOVICH, P.C. We respectfully request the following information:

- Complete copy of the patient's file with your facility, including correspondence, doctor/nurse notes and therapy records from 06/28/11 to present; and
- Itemized bills for services rendered.

Attached please find a HIPAA authorization signed by our client/your patient permitting the release of the foregoing documents being requested.

Please direct these documents back to my attention by mailing the information to the address listed above. Thank you for your prompt attention to this request.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Very truly yours,

Alarie Dullum,
Paralegal

7126538 2

†*Also Licensed in Wisconsin*

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

HIPAA AUTHORIZATION FORM

PATIENT NAME: Paul Dulberg

DATE OF BIRTH: 3/19/70

DATE OF SERVICE: 6/28/12 - Present
(11)

PURSUANT TO 735 ILCS 5/8-2001, 735 ILCS 5/8-2003 OF THE ILLINOIS COMPILED STATUTES AND HIPAA, I HEREBY AUTHORIZE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION ABOUT ME AS DESCRIBED BELOW.

1. The following specific person or class of persons or facility is authorized to make the requested use or disclosure:

**Medical Provider:** Northwest Community Hospital

2. The **Law Offices of Thomas J. Popovich, P.C.,** may receive disclosure of protected health information about me.

3. The specific information that should be disclosed is: a copy of my entire hospital record and/or information in connection with the hospitalization/treatment date(s). I fully understand that my entire hospital record may contain mental health and developmental disabilities, alcohol and/or drug abuse, and/or Acquired Immune Deficiency Syndrome (AIDS)/HIV tests results and/or information. The medical records and/or healthcare information authorization to be disclosed hereunder are privileged and confidential and may be disclosed only on my authorization, except as required by law. I understand that information disclosed pursuant to this authorization may be re-disclosed by health information or medical records. I may inspect and arrange for photocopies of the records/healthcare information that are to be disclosed.

4. I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by federal privacy regulations.

5. I may revoke this authorization by notifying Law offices of Thomas Popovich in writing of my desire to revoke it. However, I understand that any action already taken in reliance of this authorization cannot be reversed, and my revocation will not affect those actions. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.

6. **THIS AUTHORIZATION EXPIRES ONE YEAR FROM THE DATE OF MY SIGNATURE.**

7. This information for which I am authorizing disclosure will be used for the purpose of my legal action being handled by my attorneys, Law Offices of Thomas J. Popovich, P.C.

X Paul Dulberg
SIGNATURE OF PATIENT OR LEGAL REPRESENTATIVE — Date: 7/12/12

If signed by legal representative, relationship to patient: _____

Maria Dulberg
Signature of witness — Date: 7-12-12

Faxed August 28, 2012 - 2pages

**MDS Investigations, Inc.**
P.O. Box 309
McHenry, IL, 60051
(815) 344-4657 (800) 988-6374 , (815) 344-4831 Fax

**RETURN SERVICE REQUESTED**

# Invoice

THOMAS J. POPOVICH P.C.
3416 W. ELM ST.
MCHENRY IL 60050

815.344.3797 Business
815.344.5280 Fax
-------<

Reference Job **#59131** when remitting.

## Originally billed on June 4, 2012

Fee for Non Service: $55.00

Robin S. Greene vs Nadir A. Malley,
**Docket/Case Number: 12LA176Nadir A. Malley**

McHenry County Bad Address 1 *at* 55 *per* $55.00

Reference Job **#59135** when remitting.

## Originally billed on June 18, 2012

Fee for Service: $55.00

Paul Dulberg vs Bill McGuire,
**Docket Number: 12LA178Summons - Bill McGuire**

Reference Job **#59136** when remitting.

## Originally billed on June 18, 2012

Fee for Service: $5.00

Paul Dulberg vs Caroline McGuire,
**Docket/Case Number: 12LA178SummonsCaroline McGuire**

Reference Job **#59137** when remitting.

## Originally billed on June 18, 2012

Fee for Service: $55.00

Paul Dulberg vs David Gagnon,
**Docket Number: 12LA178Summons - David Gagnon**

Reference Job **#59138** when remitting.

## Originally billed on June 4, 2012

Fee for Service: $55.00

Jourdan M. Neiss vs Travis M. White,
**Docket/Case Number: 12LA177SummonsTravis M. White**

Reference Job **#59139** when remitting.

## Originally billed on June 4, 2012

Fee for Service: $55.00

Steven M. Fino vs Daniel R. Heideman,
**Docket/Case Number: 12LA175SummonsDaniel R. Heideman**

Faxed August 28, 2012 2 pages

**MDS Investigations, Inc.**
P.O. Box 309
McHenry, IL, 60051
(815) 344-4657 (800) 988-6374 , (815) 344-4831 Fax

**RETURN SERVICE REQUESTED**

# Invoice

THOMAS J. POPOVICH P.C.
3416 W. ELM ST.
MCHENRY IL 60050

815.344.3797 Business
815.344.5280 Fax
-------<

Reference Job #**59131** when remitting.
**Originally billed on June 4, 2012**

Fee for Non Service: $55.00

Robin S. Greene vs Nadir A. Malley,
**Docket/Case Number: 12LA176Nadir A. Malley**

McHenry County Bad Address 1 *at* 55 *per* $55.00

Reference Job #**59135** when remitting.
**Originally billed on June 18, 2012**

Fee for Service: $55.00

Paul Dulberg vs Bill McGuire,
**Docket Number: 12LA178Summons - Bill McGuire**

Reference Job #**59136** when remitting.
**Originally billed on June 18, 2012**

Fee for Service: $5.00

Paul Dulberg vs Caroline McGuire,
**Docket/Case Number: 12LA178SummonsCaroline McGuire**

Reference Job #**59137** when remitting.
**Originally billed on June 18, 2012**

Fee for Service: $55.00

Paul Dulberg vs David Gagnon,
**Docket Number: 12LA178Summons - David Gagnon**

Reference Job #**59138** when remitting.
**Originally billed on June 4, 2012**

Fee for Service: $55.00

Jourdan M. Neiss vs Travis M. White,
**Docket/Case Number: 12LA177SummonsTravis M. White**

Reference Job #**59139** when remitting.
**Originally billed on June 4, 2012**

Fee for Service: $55.00

Steven M. Fino vs Daniel R. Heideman,
**Docket/Case Number: 12LA175SummonsDaniel R. Heideman**

Faxed August 28, 2012 - 9 pages

**MDS Investigations, Inc.**
P.O. Box 309
McHenry, IL, 60051
(815) 344-4657 (800) 988-6374 , (815) 344-4831 Fax

**RETURN SERVICE REQUESTED**

# Invoice

THOMAS J. POPOVICH P.C.
3416 W. ELM ST.
MCHENRY IL 60050

815.344.3797 Business
815.344.5280 Fax
-------<

Reference Job **#59131** when remitting.
**Originally billed on June 4, 2012**

Fee for Non Service: $55.00

Robin S. Greene vs Nadir A. Malley,
**Docket/Case Number: 12LA176Nadir A. Malley**

McHenry County Bad Address 1 *at* 55 *per* $55.00

Reference Job **#59135** when remitting.
**Originally billed on June 18, 2012**

Fee for Service: $55.00

Paul Dulberg vs Bill McGuire,
**Docket Number: 12LA178Summons - Bill McGuire**

Reference Job **#59136** when remitting.
**Originally billed on June 18, 2012**

Fee for Service: $5.00

Paul Dulberg vs Caroline McGuire,
**Docket/Case Number: 12LA178SummonsCaroline McGuire**

Reference Job **#59137** when remitting.
**Originally billed on June 18, 2012**

Fee for Service: $55.00

Paul Dulberg vs David Gagnon,
**Docket Number: 12LA178Summons - David Gagnon**

Reference Job **#59138** when remitting.
**Originally billed on June 4, 2012**

Fee for Service: $55.00

Jourdan M. Neiss vs Travis M. White,
**Docket/Case Number: 12LA177SummonsTravis M. White**

Reference Job **#59139** when remitting.
**Originally billed on June 4, 2012**

Fee for Service: $55.00

Steven M. Fino vs Daniel R. Heideman,
**Docket/Case Number: 12LA175SummonsDaniel R. Heideman**

Minuteman Press
3410 W. Elm St
McHenry, IL 60050
Phone: 815-344-1404
Fax: 815-344-9552
www.mchenry.minutemanpress.com
e-mail: minutemanmchenry@comcast.net

Minuteman Press
*The First & Last Step In Printing.*

# Invoice

**Invoice Number:** 77598
**Invoice Date:** 7/23/2012

**Bill To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

**Ship To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

New New New New New

Our Email Address is now
minutemanmchenry@comcast.net

PLEASE NOTE

| Description | Price |
|---|---|
| 4 Color-Dulberg (Job 119714) | $6.56 |

| | |
|---|---|
| Invoice Total | $6.56 |
| **Balance Due** | $6.56 |

Salesperson: Tom

**Terms: Net 30 days**

**Thank you,**
**Authorized Signature:** _____

18662183928 From: Kevin Conroy
2012-08-21 09:08:00 GMT-05:00
To: Page 1 of 1

MedChex

# CASE UPDATE REQUEST FAXED

Fax to (704) 831-5411
Phone (866) 709-1100 X 121

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | Heather Hallman |
| **Fax:** | 18153445280 | **Date:** | August 21, 2012 |
| **Ref:** | Case Updates | **Pages** | 1 |

Dear Hans Mast,

Global Financial retains a Security Interest/Lien in any proceeds due to from the legal claim(s) below in which you represent him/her.
We appreciate your efforts updating our files.

| CaseID | Name | Please Circle The Current Status Of Each Client | Medical Facility |
|---|---|---|---|
| 265065 | Paul Dulberg | Pending / Settled (Need Payoff) / No Longer Represent | Open Advanced MRI of Round Lake, LLC |
| | | | |

**Next Time:**

**Email:** hansmast@comcast.net (confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x121**.

Sincerely,

**Fax to (704) 831-5411 or (888) 301-3302**
**You may scan and email to hhallman@medchex.org**

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044** **[bkAttyID]**

Heather Hallman
Case Update Manager

POP 000633

** Transmit Conf. Report **

P.1
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Aug 21 2012 10:24am

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 17048315411 | Normal | 21:10:24am | 0'36" | 1 | * O K | |

MedChex

## CASE UPDATE REQUEST

Fax to (704) 831-5411
Phone (866) 709-1100 X 121

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | Heather Hallman |
| **Fax:** | 18153445280 | **Date:** | August 21, 2012 |
| **Ref:** | Case Updates | **Pages** | 1 |

Dear Hans Mast,

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We appreciate your efforts updating our files.

| CaseID | Name | Please Circle The Current Status Of Each Client | Medical Facility |
|---|---|---|---|
| 265065 | Paul Dulberg | Pending / Settled (Need Payoff) / No Longer Represent | Open Advanced MRI of Round Lake, LLC |
| | | | |

Next Time:
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Sincerely,

**Fax to (704) 831-5411 or (888) 301-3302**
**You may scan and email to hhallman@medchex.org**

Heather Hallman
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044** [bkAttyID]

POP 000634

Minuteman Press
3410 W. Elm St
McHenry, IL 60050
Phone: 815-344-1404
Fax: 815-344-9552
www.mchenry.minutemanpress.com
e-mail: minutemanmchenry@comcast.net

Minuteman Press
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# Invoice

**Invoice Number:** 77328
**Invoice Date:** 6/11/2012

**Bill To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

**Ship To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

New New New New New

Our Email Address is now
minutemanmchenry@comcast.net

PLEASE NOTE

| Description | Price |
|---|---|
| 6 Color- Dulberg (Job 119189) | $7.34 |

| | |
|---|---|
| Invoice Total | $7.34 |
| **Balance Due** | $7.34 |

Salesperson: Tom

**Terms: Net 30 days**

**Thank you,**
**Authorized Signature:** _____

*39¢ DIGITAL COLOR COPIES - OUR EVERYDAY LOW PRICE*
**815.344.1404**

Minuteman Press
3410 W. Elm St
McHenry, IL 60050
Phone: 815-344-1404
Fax: 815-344-9552
www.mchenry.minutemanpress.com
e-mail: minutemanmchenry@comcast.net

Minuteman Press
The First & Last Step In Printing.

# Invoice

**Invoice Number:** 77361
**Invoice Date:** 6/18/2012

**Bill To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

**Ship To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

New New New New New

Our Email Address is now
minutemanmchenry@comcast.net

PLEASE NOTE

| Description | Price |
|---|---|
| 6 Color- Dulberg (Job 119269) | $7.34 |
| 6 Color- McKenzie (Job 119271) | $7.34 |
| 12 Color- Olga Navarro (Job 119270) | $9.68 |
| **Sub Total** | $24.36 |
| Invoice Total | $24.36 |
| **Balance Due** | $24.36 |

Salesperson: Tom

**Terms: Net 30 days**

**Thank you,**
**Authorized Signature:** _____

*39¢ DIGITAL COLOR COPIES - OUR EVERYDAY LOW PRICE*
**815.344.1404**

0001632646 Business Center
3060 West Salt Creek Lane
Arlington Heights, Illinois 60005
847.618.1000
www.nch.org

nch Northwest Community Hospital

# NOTICE OF HOSPITAL LIEN

Patient Information:
Patient Name: Paul Dulberg
Account# 71265382

Other Party Information:
**Responsible Party:** David Gagnon/Maguires
**Insurance Company:** To be named
**Claim#:** Still to be decided

You are hereby notified that Paul Dulberg, was on or about the 28th day of June, 2011was injured by the alleged negligence or wrongful act of David Gagnon/Maguires. You appear to be holding funds or expect to be holding funds in the future for payment which Northwest Community Hospital has a claim, demand or cause of action against. Paul Dulberg was a patient in the undersigned hospital, or was a patient on July 9, 2012 due to said injuries.

You are further notified that the undersigned hospital is a corporation organized not for profit under the laws of the State of Illinois and is located at 800 W. Central Road in the city of Arlington Heights, Illinois.

You are further notified that the undersigned hospital claims a lien upon any claim or demand or cause of action which the said injured party may have against the alleged wrong doer, and against any funds you may have presently or in the future which may be directed towards the injured party, in accordance with the terms and provisions of the statutes of the State of Illinois in such case made and provided, and that such lien is for the reasonable value of services rendered and to be rendered in a treatment, care and maintenance of such injured person at current rates, the amount of which lien will not exceed 1/3 of the sum paid or due to said injured person on said claim or right of action.

| Our Hospital Nos: | Amount of Liens: |
|---|---|
| 71265382 | $6,366.00 |

NORTHWEST COMMUNITY HOSPITAL

BY: Catie Harrison

Catie Harrison
Patient Financial Services
Northwest Community Hospital

## AFFIDAVIT OF PERSON MAILING NOTICE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

Subscribed and Sworn to Before Me
this 23 Day of July, 2012

Suzanne A. Maczko
NOTARY PUBLIC

OFFICIAL SEAL
SUZANNE A MACZKO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/13/12

NOTE: Requests for medical records pertaining to this case should be directed to:
Medical Records
Northwest Community Hospital
800 W. Central Rd., Arlington Heights, IL 60005

## NOTICE OF HEALTH CARE SERVICES LIEN

LIEN

TO_Paul Dulberg 4606 Hayden McHenry, IL 60050

[name and address of injured party against whom a claim or right of actions exists from such injuries]

PLEASE TAKE NOTICE that the undersigned, an Illinois licensed health care Professional employed by Hand Surgery Associates, S.C., a licensed Illinois Medical Corporation, has rendered or will render services by way of treatment to

Paul Dulberg (name and address of injured person)

4606 Hayden McHenry, IL 60050

for injuries sustained on or about 2/1/12 and for which injuries treatment received: 2/1/12-----9/1/13

(please list below name and address of each party who may be liable)

Paul Dulberg 4606 Hayden McHenry, IL 60050
(Name) (Address)

Mr. Hans Mast Law Offices of Thomas Popovich 3416 W. Elm St. McHenry, IL 60050
(Name) (Address)

**YOU ARE HEREBY FURTHER NOTIFIED** that the undersigned claims a lien, as provided under the laws of the State of Illinois, 770 ILCS 23/1, et seg. upon all applicable claims and causes of action of said injured person for the amount of reasonable charges up to the date of payment of damages.

Hand Surgery Associates, S.C.

515 West Algonquin Road

Arlington Heights, Illinois 60005

Health Care Professional

# Invoice

URBANSKI REPORTING COMPANY, INC.
460 Lake Avenue
Crystal Lake, IL 60014
312-977-1777 815-356-6140 Tax ID 36-3960092

| DATE OF JOB | INVOICE # |
|---|---|
| 3/20/2013 | 12638 |

**BILL TO**

Law Offices of Thomas J. Popovich
Mr. Hans Mast
3416 W. Elm Street
McHenry, IL 60050

| INVOICE DATE | DUE DATE |
|---|---|
| 4/9/13 | 4/19/2013 |

| DESCRIPTION | QUANTITY | RATE | TOTAL |
|---|---|---|---|
| Dulberg v Gagnon | | | 0.00 |
| deps of McArtor, C McGuire and W McGuire | | | |
| rptr: P Erickson | | | |
| regular delivery | | | |
| appearance | 3.5 | 40.00 | 140.00 |
| original McArtor | 61 | 3.60 | 219.60 |
| copy C McGuire | 108 | 2.50 | 270.00 |
| copy W. McGuire | 53 | 2.50 | 132.50 |

Thank you for your business!

**Total** 762.10

*** All payments will be electronically deposited and debited from your account. Any attempt to stop payment will be assessed a $30 service fee.***

**Law Offices of Thomas J. Popovich, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**Telephone: 815-344-3797**
**Facsimile: 815-344-5280**

# CHECK REQUEST

PAYABLE TO: MICHAEL McARTOR
4606 Hayden Court
McHenry, IL 60051

FOR: Subpoena for Deposition

CLIENT: PAUL DULBERG

AMOUNT: $35.00

DATE: February 21, 2013

REQUESTED BY: Sheila

NEEDED BY: February 21, 2013

Thanks!

S:\Main\DULBERG, PAUL\Checks\Mike McArtor sub dep 2-21-13.wpd

Received

**Law Offices of Thomas J. Popovich, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**Telephone: 815-344-3797**
**Facsimile: 815-344-5280**

# CHECK REQUEST

| | |
|---|---|
| PAYABLE TO: | Midwest ROI |
| FOR: | Medical Records |
| CLIENT: | Dulberg, Paul |
| AMOUNT: | $46.25 |
| DATE: | July 27, 2012 |
| REQUESTED BY: | Alarie |

Thank You!!

They need payment ASAP

MIDWESTROI

1556 West 35th Street, Suite B
Chicago, IL 60609
EIN # 45-2344555

Invoice Date 20-Jul-12

**Invoice # 120720-003**

Request Received 7/20/2012

**Bill To:**

**Thomas J. Popovich, P.C.**
**3416 W. Elm Street**
**McHenry IL 60050-**

**Patient Nam** Dulberg, Paul
**DOB** 3/19/1970 **SS#**
**MR #** 19877 **Policy#**
**Claim** **Other**

**Facility** Hand Surgery Associates, S.C.

**Please Submit Payment To:**
**Midwest ROI**
**1556 West 35th Street, Suite B**
**Chicago, IL 60609**

***Please submit copy of invoice with payment***

If you have any questions about this invoice, please call:
**(773) 823-1616**

| | |
|---|---|
| Total Charges | **$46.25** |
| Minus Payment | **$0.00** |
| Balance Due | **$46.25** |
| Page Total | 20 |

**Total Amount Due Immediately**

**To Submit Payment With a Credit Card, Please Fill Out All of the Information Below and Send Via Mail, or Fax to (773) 843-3323. To Submit Payment Over the Phone, Please Call (773) 823-1616 (Monday Through Friday From 9AM TO 5PM).**

**CREDIT CARD TYPE**

**CREDIT CARD #**

**CARD CV2 #**

**EXPIRATION DATE**

**BILLING ADDRESS**

**CITY, STATE, ZIP**

**NAME (As it appears on card)**

**SIGNATURE**

Minuteman Press
3410 W. Elm St
McHenry, IL 60050
Phone: 815-344-1404
Fax: 815-344-9552
www.mchenry.minutemanpress.com
e-mail: minutemanmchenry@comcast.net

Minuteman Press
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# Invoice

**Invoice Number:** 78058
**Invoice Date:** 10/2/2012

**Bill To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

**Ship To:** Thomas Popovich, P.C. 2008
3416 W. Elm Street
McHenry IL 60050

Phone: 815-344-3797
Fax: 815-344-5280

New New New New New

Our Email Address is now
minutemanmchenry@comcast.net

PLEASE NOTE

| Description | Price |
|---|---|
| **25 Color copies- Dulburg (Job 120494)** | $9.75 |

| | |
|---|---|
| Invoice Total | $9.75 |
| **Balance Due** | **$9.75** |

Salesperson: Tom

**Terms: Net 30 days**

**Thank you,**
**Authorized Signature:** _____

pre-payment

**Law Offices of Thomas J. Popovich, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**Telephone: 815-344-3797**
**Facsimile: 815-344-5280**

# CHECK REQUEST

| | |
|---|---|
| PAYABLE TO: | MidAmerica Hand to Shoulder Clinic |
| FOR: | Medical Billing |
| CLIENT: | Dulberg, Paul |
| AMOUNT: | $20.00 |
| DATE: | July 12, 2012 |
| REQUESTED BY: | Alarie |

Thank You!!

MidAmerica
Hand to Shoulder Clinic

Anton J. Khouri, MD, FACS, FICS
Gary A. Kronen, MD
Paul E. Papierski, MD
Taruna Madhav Crawford, MD
Marcus G. Talerico, MD
Gregory E. Crovetti, MD
Jeremy T. Bell, PA-C
Thomas M. Hunt, OPA-C, MBA

June 15, 2012

**The Law Offices Of Thomas J. Popovich P.C.**
3416 W. Elm Street
McHenry, Illinois 60050

Dear Mr. Thomas J. Popovich:

We are in receipt of your letter dated **June 11, 2012.**

In order to accommodate your request, we will first need to be in receipt of the **$20.00** copy fee. This is in accordance with Public Act 95-480, which has been updated on January 20th, 2010n.

**TOTAL:** **$20.00**

The request was made for medical records for the following patient:

| | |
|---|---|
| Name: | Paul Dulberg |
| DOB: | 03/19/1970 |
| SSN: | xxx-xx-4001 |

Once we have received this fee, we will forward the reports to you as soon as possible. If you have any questions please do not hesitate to contact us.

Thank you in advance.

Samantha McDermott, MA
MidAmerica Orthopaedics
1419 Peterson Road
Libertyville, IL 60048
(Located in Butterfield Square Mall)
Ph: 847.247.0547 Fax: 847.247.0540

**Law Offices of Thomas J. Popovich, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**Telephone: 815-344-3797**
**Facsimile: 815-344-5280**

# CHECK REQUEST

| | |
|---|---|
| PAYABLE TO: | Associated Neurology, S.C. |
| FOR: | Medical Records |
| CLIENT: | Dulberg, Paul |
| AMOUNT: | $33.17 |
| DATE: | February 15, 2012 |
| REQUESTED BY: | Alarie |

Thank You!!

ASSOCIATED NEUROLOGY, S.C.

MITCHELL S. GROBMAN, M.D.
KAREN F. LEVIN, M.D.

February 3, 2012

Thomas Popvich, PC
3416 W Elm Street
McHenry, IL 60050

RE: Dulberg, Paul
DOB: 3/19/1970
SSN: xxx-xx-4001

To Whom It May Concern:

We are in receipt of your written request for medical records relative to the above patient. Our fee for copies of office notes and an itemized medical bill is $33.17. Our office policy is to release only our doctors' notes. Therefore, no third party records will be provided. These should be obtained from the original source.

If you wish to receive a comprehensive narrative medical report, including history, physical, radiology and diagnostic test interpretations, treatment and prognosis the fee is $925.00.

If you are requesting copies of medical records, they will be sent shortly after receipt of your check. Narrative reports will be sent within two weeks of receipt of your check.

Sincerely,

Cheryl Kinsley
Associated Neurology, S.C.

Tax ID # 36-3949782

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

18666477621 From: Heather Hallman
8/7/2013 4:00:06 PM EDT
To: Page 1 of 2

MedChex

FAXED

# CASE UPDATE REQUEST

**Fax to (866) 647-7821**
**Phone (866) 709-1100 X 121**

| | | | |
|---|---|---|---|
| **To:** | Hans Mast | **From:** | Heather Hallman |
| **Fax:** | 18153445280 | **Date:** | August 7, 2013 |
| **Ref:** | Case Updates | **Pages** | 1 |

Dear Hans Mast,

MedChex, LLC dbaGlobal Financial retains a Security Interest/Lien in any proceeds due to from the legal claim(s) below in which you represent him/her. We appreciate your efforts updating our files.

| CaseID | Name | Please Circle The Current Status Of Each Client | Medical Facility |
|---|---|---|---|
| 265065 | Paul Dulberg | Pending / Settled (Need Payoff) / No Longer Represent | Open Advanced MRI of Round Lake, LLC |
| m-31248 | Penny Parks | Pending / Settled (Need Payoff) / No Longer Represent | Premier Open MRI of McHenry County |
| m-31660 | Christopher Billman | Pending / Settled (Need Payoff) / No Longer Represent | Premier Open MRI of McHenry County |
| | | | |

**Next Time:**

**Email:** _____(confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call **(866) 709-1100 x120.**

Sincerely,

**Fax to (866) 647-7821**

**You may scan and email to hhallman@glofin.com**

Heather Hallman
Case Update Manager

**Attorney Financing Now Available**
**For Attorney Financing Call (877) 584-9044**

**0033000001C98EuAAJ**

To: Page 2 of 2 8/7/2006 4:01:06 PM EDT 18666477621 From: Heather Hallman

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 18666477821 | Normal | 07:10:14am | 0'38" | 1 | O K | |

MedChex

Fax to (866) 647-7821
Phone (866) 709-1100 X 121

## CASE UPDATE REQUEST

**To:** Hans Mast **From:** Heather Hallman

**Fax:** 18153445280 **Date:** August 7, 2013

**Ref:** Case Updates **Pages** 1

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| CaseID | Name | Please Circle The Current Status Of Each Client | Medical Facility |
|---|---|---|---|
| 265065 | Paul Dulberg | Pending / Settled (Need Payoff) / No Longer Represent | Open Advanced MRI of Round Lake, LLC |
| m-31248 | Penny Parks | Pending / Settled (Need Payoff) / No Longer Represent | Premier Open MRI of McHenry County |
| m-31660 | Christopher Billman | Pending / Settled (Need Payoff) / No Longer Represent | Premier Open MRI of McHenry County |
| | | | |

Next Time:

**Email:** _____ (confidential "one-click" updates)

Please complete this update and fax or email it back. If you would like to speak with me, please call (866) 709-1100 x120.

Sincerely,

**Fax to (866) 647-7821**

**You may scan and email to hhallman@glofin.com**

**Law Offices of Thomas J. Popovich, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**Telephone: 815-344-3797**
**Facsimile: 815-344-5280**

# CHECK REQUEST

| | |
|---|---|
| PAYABLE TO: | McHenry County Circuit Clerk |
| FOR: | Filing Fee |
| CLIENT: | Dulberg, Paul |
| AMOUNT: | $241.00 |
| DATE: | May 9, 2012 |
| REQUESTED BY: | Alarie |

Thank You!!

MedChex

14 Mamaroneck Ave.
Suite 3F
White Plains, NY 10601
**www.medchex.org**

***Surgery Funding** ***Diagnostics** ***Hospital Expenses**

# NOTICE OF MEDICAL LIEN

February 8, 2012 **Lien Payoff? status@medchex.org**

Hans Mast, Esq.
Law Office of Hans Mast
3416 W. Elm St.
McHenry, IL 60050

**Case ID: 265065**

Reference: Paul Dulberg

Dear Hans Mast,

This letter shall serve as notice that MedChex has taken assignment for the medical MRI lien of Open Advanced MRI of Round Lake, LLC in the amount of **$3390.**

Upon settlement and distribution of proceeds please mail a check for **$3390** to the address below. Please note that medical reports will be furnished upon request.

**MedChex**
**Box 828**
**Katonah, NY 10536**

I may be reached at (866) 709-1100 x 105 if necessary.

Sincerely,

Keelan Walker
Diagnostic Lien Specialist

status@medchex.org

***Medical Justice***

FAXED 1/30

**MedChex**

**Medical Lien Finance**
14 Mamaroneck Ave.
3rd Floor
White Plains, NY 10601
**www.medchex.org**

***MRI** ***Epidurals** ***Anesthesia** ***Orthopedic** ***Hospital**

| | | | |
|---|---|---|---|
| To: | Hans Mast, Esq. | From: | **KeelanWalker** |
| Fax: | 1(815)344-5280 | Date: | January 30, 2012 |
| Re: | Paul Dulberg | Pages | 2 |

Dear Hans Mast,

The above mentioned would like to be admitted to for an MRI or other diagnostic testing. In order to approve your client on a lien basis please sign the attached Letter of Protection and complete our short Case Questionnaire. I may be reached at **(866) 709-1100** x109.

## MRI CASE QUESTIONAIRE

Case Type? **Auto / Work Comp / Other** _____ Liability Established? **Yes / No**

Incident Date 6-28-11 Property Damage $_____ **Driver** or **Passenger** (circle)

Degree of Impact (circle) **Light / Moderate / Heavy** Date of first ER Visit?_____

What type of care has your client had (*circle*): **Ambulance** **ER Care** **Chiropractic/PT** **XRay**

Defendant's Insurance Limits $ ? Plaintiff's UIM Policy Limits $ _____

Your previous experience with the Defendants Insurance Co.? (**Good**) / **Moderate / Poor / Terrible**

Will the settlement check come to your office? (**Yes**) / **No** Est. time until settlement? _____

Did client have similar Prior Injuries that you are aware of? **Yes** (**No**)

Your comments? Chain saw accident. Def cut the Client at his home.

Completed by: Hans Mast Phone/Email: 8153443797

**Return via Confidential Fax (888) 317-0260**

MedChex

**Medical Lien Finance**

# Medical Lien/Letter of Protection

January 30, 2012

Hans Mast, Esq.
Law Office of Hans Mast
3416 W. Elm St.
McHenry, IL 60050

**Case ID: 265065**

**Reference: Paul Dulberg**

Dear Hans Mast,

Your client referenced above has been or will be seen at Open Advanced MRI of Round Lake, LLCfor diagnostic testing related to injuries sustained in a personal injury accident. It is our understanding that you represent this patient in a personal injury claim and that our medical bill/lien will be satisfied if there is successful resolution to the claim. Upon settlement or verdict and distribution of proceeds from the claim, please mail payment to the MedChex billing center below.

**MedChex**
**P.O. Box 502**
**Katonah, NY 10506**
**(866) 709-1100**

I, Hans Mast, acknowledge this medical lien on the legal claim proceeds of the above mentioned patient. Upon settlement and distribution of proceeds from the legal claim, I will contact MedChex to satisfy the lien. If I no longer represent the patient/client I will provide any and all applicable insurance carrier &/or subsequent attorney information to a MedChex representative so they may assert their lien on the claim.

Hans Mast

How should we contact your office?
8153445280
E-mail is Preferred (or Fax Number)

**Please Sign and Fax to (888) 317-0260**

*Upon receipt we will forward the MRI results and all related medical records to your office.

**www.medchex.org**
**(866) 959-1100**

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| 18883170260 | Normal | 31:09:51am | 0'43" | 2 | * O K | |

**MedChex**

Medical Lien Finance
14 Mamaroneck Ave.
3rd Floor
White Plains, NY 10601
www.medchex.org

*MRI *Epidurals *Anesthesia *Orthopedic *Hospital

| | | | |
|---|---|---|---|
| To: | Hans Mast, Esq. | From: | KeelanWalker |
| Fax: | 1(815)344-5280 | Date: | January 30, 2012 |
| Re: | Paul Dulberg | Pages | 2 |

Dear Hans Mast,

The above mentioned would like to be admitted to for an MRI or other diagnostic testing. In order to approve your client on a lien basis please sign the attached Letter of Protection and complete our short Case Questionnaire. I may be reached at (866) 709-1100 x109.

**MRI CASE QUESTIONAIRE**

Case Type? **Auto / Work Comp / Other** _____ Liability Established? **Yes / No**

Incident Date 6-28-11 Property Damage $_____ **Driver** or **Passenger** (circle)

Degree of Impact (circle) **Light / Moderate / Heavy** Date of first ER Visit?_____

What type of care has your client had (*circle*): **Ambulance ER Care Chiropractic/PT XRay**

Defendant's Insurance Limits $ ? Plaintiff's UIM Policy Limits $ _____

Your previous experience with the Defendants Insurance Co.? **Good** / **Moderate / Poor / Terrible**

Will the settlement check come to your office? **Yes** / **No** Est. time until settlement? _____

Did client have similar Prior Injuries that you are aware of? **Yes** **No**

Your comments? Chainsaw accident. Def cut The Client out his home.

Completed by: Hans Mast Phone/Email: 8153443797

**Return via Confidential Fax (888) 317-0260**

Box 828, Katonah, NY 10536 Phone (866) 709-1100 Fax (888) 317-0260

Law Offices of Thomas J. Popovich, P.C.
3416 W. Elm St.
McHenry, IL 60050

# CHECK REQUEST

To: Copy-Rite

For: Medical Records & Bills

File: Dulberg, Paul (HAM) lf

Amt: $62.10

Date: December 12, 2011

By: Alarie

# Copy-Rite

***Medical Correspondence Services Inc.***

Copy-Rite Medical Correspondence Services Inc. is pleased to process your request for medical record copies from the following Centegra Health System facility:

___ ***Centegra Hospital - Woodstock*** X ***Centegra Hospital - McHenry***

___ ***Primary Care Clinic*** _____

**Patient Name:** Dulberg, Paul

Records are enclosed and prompt payment is appreciated. Our Tax ID is 39-1792131. Please mail payment and a copy of this invoice to:

***Copy-Rite Inc.***
***P.O. Box 535***
***Rockton, IL 61072***

| | | | |
|---|---|---|---|
| ***$24.81*** | **Clerical Fee** | | |
| 15.81 | **Page Fee** | 17 | **Pages Paper** |
| 1.48 | **Postage Fee** | _____ | **Pages Film/Fiche** |
| 20.00 | **Itemized Billing Fee** | | |
| ( Ø ) | **Amount Received in Advance** | | |
| $62.10 | **TOTAL AMOUNT DUE** | | |

Make payable to Copy-Rite, Tax ID: 39-1792131
We do not accept Credit Cards or Debit Cards

Per current Illinois State Law our fee structure is $24.81 clerical fee, .93 for pages 1-25, .62 for pages 26-50, .31 for 51 and beyond, $1.55 per page of microfiche/film and actual postage costs.

Thank you for your prompt attention to this invoice.

***For assistance please contact our associate Stacy at 815-601-8282.***

For Office Use:

Date: 12-8-11 Requestor: T. Popovich Law

THIS DOCUMENT HAS A COLORED BACKGROUND, VOID PANTOGRAPH, AND MICROPRINTING IN THE BORDER

OWNERS INSURANCE CO. - CLAIM PAYMENT CHECK

**Auto-Owners Insurance**

Life Home Car Business

*The "No Problem" People®*

353319777

BANK OF AMERICA, NA
CHICAGO IL 60610

70-2328
719 IL

02/10/2014

FIVE THOUSAND AND 00/100 DOLLARS

PAY TO THE
ORDER OF PAUL DULBERG & HIS ATTORNEYS
THOMAS J POPOVICH PC

| INSURED: WILLIAM MCGUIRE & CAROLYN MCGUIRE | |
|---|---|
| CLAIM NUMBER | LOSS DATE |
| 013-0002779-2011 | 06/28/2011 |
| POLICY NUMBER | AGENCY |
| 48 010965 01 | 04-0517-00 |

$****5,000.00

IN PAYMENT OF:
PAYMENT ON BEHALF OF PAUL DULBERG
FULL AND FINAL SETTLEMENT

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈353319777⑈ ⑆071923284⑆ 876581814⑨⑈

POP 000658

Deposited to Trust 6/30/14

File Dulberg

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
*www.popovichlaw.com*

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

January 24, 2014

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed the General Release and Settlement Agreement from defense counsel for Caroline and Bill McGuire. Please Release and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

COPY
HANS A. MAST

smq
Enclosure

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
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| 18152267701 | FAX | Fine | 02/04 10:11am | 01'20" | 2 | * O K | |

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, IL 60050
Telephone: 815-344-3797
Facsimile: 815-344-5280

**PERSONAL & CONFIDENTIAL**
**TELECOPY COVER SHEET**

**DATE:** 2.4.14

**TO:** Marleen

**FACSIMILE:** 815/226-7701

**FROM:** Sheila

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**815-344-3797 Fax: 815-344-5280**

**NUMBER OF PAGES:** 2 **(INCLUDING COVER SHEET)**

**MESSAGE:** Dulberg

CONFIDENTIALITY NOTICE
THE INFORMATION CONTAINED IN THIS FAX AND ANY ACCOMPANYING DOCUMENTS ARE ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR USE BY THE ADDRESSEE. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS IN ERROR, PLEASE RETURN THE ORIGINALS TO THE SENDER VIA THE U.S. POSTAL SERVICE. THANK YOU.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, IL 60050
Telephone: 815-344-3797
Facsimile: 815-344-5280

**PERSONAL & CONFIDENTIAL**
**TELECOPY COVER SHEET**

**DATE:** 2.4.14

**TO:** Marleen

**FACSIMILE:** 815/226-7701

**FROM:** Sheila

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
**3416 West Elm Street**
**McHenry, IL 60050**
**815-344-3797 Fax: 815-344-5280**

**NUMBER OF PAGES:** 2 **(INCLUDING COVER SHEET)**

**MESSAGE:** Pulberg

**CONFIDENTIALITY NOTICE**
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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Law Offices of Thomas J. Popovich, P.C.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3416 W. Elm Street

Requester's name and address (optional)

City, state, and ZIP code
McHenry, IL 60050

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | - | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

Employer identification number
| 3 | 6 | - | 4 | 2 | 7 | 5 | 0 | 8 | 5 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Thomas J. Popovich Date ▶ 2-4-14

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

January 13, 2014

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Paul:

Please find enclosed the General Release and Settlement Agreement from defense counsel for Caroline and Bill McGuire. Please Release and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

NOW COMES PAUL DULBERG, and in consideration of the payment of Five-Thousand ($5,000.00) Dollars to him, by or on behalf of the WILLIAM MCGUIRE and CAROLYN MCGUIRE (aka Bill McGuire; improperly named as Caroline McGuire) and AUTO-OWNERS INSURANCE COMPANY, the payment and receipt of which is hereby acknowledged, PAUL DULBERG does hereby release and discharge the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, and any agents or employees of the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, of and from any and all causes of action, claims and demands of whatsoever kind or nature including, but not limited to, any claim for personal injuries and property damage arising out of a certain chain saw incident that allegedly occurred on or about June 28, 2011, *within and upon* the premises known commonly as 1016 West Elder Avenue, City of McHenry, County of McHenry, State of Illinois.

IT IS FURTHER AGREED AND UNDERSTOOD that there is presently pending a cause of action in the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois entitled "Paul Dulberg, Plaintiff, vs. David Gagnon, Individually, and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, Individually, Defendants", Cause No. 2012 LA 178, and that this settlement is contingent upon WILLIAM McGUIRE and CAROLYN McGUIRE being dismissed with prejudice as parties to said lawsuit pursuant to a finding by the Circuit Court that the settlement between the parties constitutes a good faith settlement for purposes of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/0.01, *et seq.*

IT IS FURTHER AGREED AND UNDERSTOOD that as part of the consideration for this agreement the undersigned represents and warrants as follows (check applicable boxes):

- ☐ I was not 65 or older on the date of the occurrence.
- ☐ I was not receiving SSI or SSDI on the date of the occurrence.
- ☐ I am not eligible to receive SSI or SSDI.
- ☐ I am not currently receiving SSI or SSDI.

IT IS FURTHER AGREED AND UNDERSTOOD:

a. That any subrogated claims or liens for medical expenses paid by or on behalf of PAUL DULBERG shall be the responsibility PAUL DULBERG, including, but not limited to, any Medicare liens. Any and all reimbursements of medical expenses to subrogated parties, including Medicare's rights of reimbursement, if any, shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released herein.

b. That any outstanding medical expenses are PAUL DULBERG's responsibility and all payment of medical expenses hereafter shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released

c. That PAUL DULBERG agrees to save and hold harmless and indemnify the parties released herein against any claims made by any medical providers, including, but not limited to Medicare or parties subrogated to the rights to recover medical or Medicare payments.

IT IS FURTHER AGREED AND UNDERSTOOD by the parties hereto that this agreement contains the entire agreement between the parties with regard to materials set forth herein, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the executors, conservators, administrators, guardians, personal representatives, heirs and successors of each.

IT IS FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a doubtful and disputed claim and no liability is admitted as a consequence hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the dates set forth below.

Dated: _____ _____

PAUL DULBERG

STATE OF ILLINOIS )
) SS.
COUNTY OF MCHENRY )

PAUL DULBERG personally appeared before me this date and acknowledged that she executed the foregoing Release and Settlement Agreement as his own free act and deed for the uses and purposes set forth therein.

Dated this _____ day of January, 2014.

_____

Notary Public

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

January 8, 2014

COPY

Mr. Mike Thomas
460 Walbeck Drive
Twin Lakes, WI 53181

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Thomas:

I am writing in follow-up to my letter of November 4, 2013, which included a deposition subpoena and notice of deposition requiring your appearance for an oral examination under oath on January 17, 2014, at 1:00 p.m. in the law offices of Thomas J. Popovich, 3416 West Elm Street, McHenry, Illinois. In this regard, I note that the letter, subpoena and notice were sent to you via regular U.S. Mail and by certified mail. My office received a return receipt indicating Todd Tedrow signed for the certified letter on your behalf.

In any event, this letter will confirm that I am withdrawing my subpoena and my notice of deposition, as both of my clients have reached a settlement with Mr. Paul Dulberg. You are therefore no longer obligated to appear for deposition on January 17, 2014. With this in mind, kindly return the witness fee that accompanied the subpoena and deposition notice that accompanied the certified mailing.

If you have any questions, please do not hesitate to call. I otherwise thank you in advance for the prompt return of the $41.00 witness fee.

Very truly yours,

RONALD A. BARCH

RB:mj:38ltr.MT
CC Perry Accardo
Hans Mast
Tom Malatia (Claim No. 13-2779-11)

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

November 18, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

**Issued For Settlement Purposes Only**

Dear Mr. Mast:

I am writing to confirm our telephone conversation earlier this morning, wherein I advised you that I was authorized to propose settlement of Mr. Dulberg's claim against Carolyn and Bill McGuire for a lump-sum total of $5,000.00. The settlement would of course be contingent upon customary settlement documents, including a release, a good faith settlement finding and dismissal.

Pursuant to your request, I searched my file materials for lien notices. The only notice of lien contained in my file at this time is your Attorney's Lien (enclosed). I have asked my contact at Auto-Owners Insurance Company to confirm no lien notices have arrived on his end since Mr. Dulberg's case was assigned to me for the defense of Mr. and Mrs. McGuire. I do not anticipating any lien notices, but just wanted to be safe.

I understand that you intend to run my settlement proposal by Mr. Dulberg. I look forward to hearing from you once you have had a chance to confer with him.

Very truly yours,

RONALD A. BARCH

RB:mj\37ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)
Encl.

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*

*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

December 5, 2011

**VIA CERTIFIED MAIL:**

Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tallgate Road, Suite D
Elgin, IL 60123

DEC - 7 2011

| | | |
|---|---|---|
| RE: | Claimant: | Paul Dulberg |
| | Your Insured: | Caroline and Bill McGuire |
| | Claim No.: | 13-2779-11 |
| | DOA: | 06/28/11 |

Dear Mr. Malatia:

Please be advised that I have been retained to represent Paul Dulberg for personal injuries he suffered in a chainsaw accident on June 28, 2011. Enclosed is our Notice of Attorney's Lien.

Please contact me to discuss this matter as soon as possible.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Auto Owners Ins def's ins 12-5-11.wpd

**Also licensed in Wisconsin and Indiana*
*†Also licensed in Wisconsin*

*Waukegan Office*
*210 North Martin Luther King, Jr. Avenue*
*Waukegan, IL 60085*

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 WEST ELM STREET
MCHENRY, IL 60050
PHONE: 815-344-3797
FAX: 815-344-5280

## NOTICE OF ATTORNEY'S LIEN

TO: Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tallgate Road, Suite D
Elgin, IL 60123

| | | |
|---|---|---|
| RE: | Claimant: | Paul Dulberg |
| | Your Insured: | Caroline and Bill McGuire |
| | Claim No.: | 13-2779-11 |
| | DOA: | 06/28/11 |

You are hereby notified that **PAUL DULBERG**, has placed in my hands as his attorney, for suit or collection, a claim, demand or cause of action against the Defendant in the above matter growing out of a certain accident that occurred on or about **June 28, 2011, at 1016 W. Elder Avenue, McHenry, Illinois, McHenry County** and has agreed to pay me for my services certain legal fees not exceeding one-third of whatever amount may be recovered therefrom by suit, settlement or otherwise, plus costs and that a lien is hereby made and placed upon said claim, demand or cause of action of such fee.

Hans A. Mast

I, Han A. Mast, an attorney, on oath state that I served this Notice by mailing a true and correct copy of the same to the party(s) listed above and depositing the same in the U.S. Mail at McHenry, Illinois before 5:00 p.m. on December 5, 2011.

Hans A. Mast

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, IL 60050
815-344-3797

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The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
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FAXED 12/27

*Thomas J. Popovich*
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*Mark J. Vogg*
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*Robert J. Lumber*
*Theresa M. Freeman*

December 26, 2013

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please be advised that we will accept your $5,000 settlement offer on behalf of you clients, Caroline and Bill McGuire. Please forward your settlement agreement to my attention. Also, please present a motion for good faith finding with regard to the settlement.

As I understand it, you have no liens on the file other than our attorney's lien.

Thank you for your cooperation.

Very truly yours,

HANS A. MAST

smq

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

* * Transmit Confirmation Report * *

P1 Dec 27 2013 03:28pm

Sender:GUEST
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Very truly yours,

HANS A. MAST

smq


*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Law Offices of Thomas J. Popovich, P.C.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3416 W. Elm Street

Requester's name and address (optional)

City, state, and ZIP code
McHenry, IL 60050

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
36 - 4275085

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Thomas J. Popovich Date ▶ 1-13-14

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

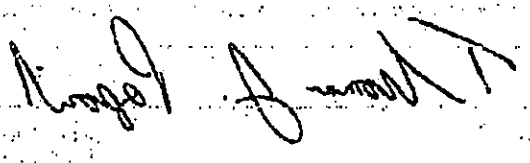
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## GENERAL RELEASE AND SETTLEMENT AGREEMENT

NOW COMES PAUL DULBERG, and in consideration of the payment of Five-Thousand ($5,000.00) Dollars to him, by or on behalf of the WILLIAM MCGUIRE and CAROLYN MCGUIRE (aka Bill McGuire; improperly named as Caroline McGuire) and AUTO-OWNERS INSURANCE COMPANY, the payment and receipt of which is hereby acknowledged, PAUL DULBERG does hereby release and discharge the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, and any agents or employees of the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, of and from any and all causes of action, claims and demands of whatsoever kind or nature including, but not limited to, any claim for personal injuries and property damage arising out of a certain chain saw incident that allegedly occurred on or about June 28, 2011, within and upon the premises known commonly as 1016 West Elder Avenue, City of McHenry, County of McHenry, State of Illinois.

IT IS FURTHER AGREED AND UNDERSTOOD that there is presently pending a cause of action in the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois entitled "Paul Dulberg, Plaintiff, vs. David Gagnon, Individually, and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, Individually, Defendants", Cause No. 2012 LA 178, and that this settlement is contingent upon WILLIAM McGUIRE and CAROLYN McGUIRE being dismissed with prejudice as parties to said lawsuit pursuant to a finding by the Circuit Court that the settlement between the parties constitutes a good faith settlement for purposes of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/0.01, *et seq.*

IT IS FURTHER AGREED AND UNDERSTOOD that as part of the consideration for this agreement the undersigned represents and warrants as follows (check applicable boxes):

- ☐ I was not 65 or older on the date of the occurrence.
- ☐ I was not receiving SSI or SSDI on the date of the occurrence.
- ☐ I am not eligible to receive SSI or SSDI.
- ☐ I am not currently receiving SSI or SSDI.

IT IS FURTHER AGREED AND UNDERSTOOD:

a. That any subrogated claims or liens for medical expenses paid by or on behalf of PAUL DULBERG shall be the responsibility PAUL DULBERG, including, but not limited to, any Medicare liens. Any and all reimbursements of medical expenses to subrogated parties, including Medicare's rights of reimbursement, if any, shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released herein.

b. That any outstanding medical expenses are PAUL DULBERG's responsibility and all payment of medical expenses hereafter shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released

c. That PAUL DULBERG agrees to save and hold harmless and indemnify the parties released herein against any claims made by any medical providers, including, but not limited to Medicare or parties subrogated to the rights to recover medical or Medicare payments.

IT IS FURTHER AGREED AND UNDERSTOOD by the parties hereto that this agreement contains the entire agreement between the parties with regard to materials set forth herein, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the executors, conservators, administrators, guardians, personal representatives, heirs and successors of each.

IT IS FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a doubtful and disputed claim and no liability is admitted as a consequence hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the dates set forth below.

Dated: _____ _____

PAUL DULBERG

STATE OF ILLINOIS )
) SS.
COUNTY OF MCHENRY )

PAUL DULBERG personally appeared before me this date and acknowledged that she executed the foregoing Release and Settlement Agreement as his own free act and deed for the uses and purposes set forth therein.

Dated this _____ day of January, 2014.

_____

Notary Public

## ACCOUNT SUMMARY

| | |
|---|---|
| Patient Name | DULBERG, PAUL |
| Account Number | 71265382 |
| Service Date(s) | 07/09/2012 |
| Total Charges | $6,366.00 |
| Insurance Payments/Adjustments | $ 0.00 |
| Patient Payments | $ 0.00 |
| **Amount you now owe** | **$6,366.00** |

**Hospital Bill Only**

## CHARGE SUMMARY

| | |
|---|---|
| ULTRASOUND | $ 511.00 |
| AMBUL SURG | $5,855.00 |
| TOTAL PAYMENTS | $ 0.00 |
| TOTAL ADJUSTMENTS | $ 0.00 |

## INSURANCE INFORMATION

Insurance Carrier: COMMERCIAL-GENERIC

## QUESTIONS?

If you have any questions regarding your account, or need to discuss arrangements for payment, please call us at (855) 705-1120 between the hours 8:00 am to 7:00 pm Monday through Thursday and 8:00 am to 4:00 pm on Friday

## A MESSAGE FROM NORTHWEST COMMUNITY HOSPITAL

Thank you for choosing Northwest Community Hospital for your healthcare needs.

Public Assistance Programs may be available. If you think you may be eligible for financial assistance or other public assistance programs, and would like more information, please contact the Financial Counseling office (847) 618-4542. Hours Monday through Friday 8:00AM to 4:30PM.

If you like the convenience of paying your account online, please go to www.nch.org, and click on 'Pay Your Bill'.

**For telephone inquiries regarding this bill please call (855) 705-1120**

29CSTROI01NWC100

nch Northwest Community Healthcare

P.O. Box 22215
Beachwood, OH 44122

ADDRESS SERVICE REQUESTED

☐ Please check box if your address is incorrect or insurance information has changed. Indicate change(s) on reverse side.

24497445-NWC100 172106457

PAUL DULBERG
4606 Hayden Ct
McHenry IL 60051-7918

SELECT METHOD OF PAYMENT

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX

Card Number

Signature Exp. Date

| Patient Name | Statement Date | Due Date |
|---|---|---|
| DULBERG, PAUL | 11/06/2013 | 11/26/2013 |

| Account Number | AMOUNT DUE | Amount Paying |
|---|---|---|
| 71265382 | $6,366.00 | |

***SEND PAYMENT STUB TO:***

NORTHWEST COMMUNITY HOSPITAL
25709 NETWORK PLACE
CHICAGO IL 60673 1257

00007126538 2PGODULBERG********PAUL*00006366008

**POP 000680**

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-06-11 | 001 | P | 97003 | Occupational Therapy Eval | C0066 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| Total: | | | | | | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| 12-08-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-12-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 12-14-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| | 001 | P | 97014 | E-Stim Unattended | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 328.00 | 0.00 | 328.00 | 0.00 | 0.00 | | 0.00 | 328.00 | 328.00 |
| 12-15-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 12-19-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-20-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-23-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-27-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-29-11 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 01-03-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 01-05-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0073 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 317.00 | 0.00 | 317.00 | 0.00 | 0.00 | | 0.00 | 317.00 | 317.00 |
| 01-09-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-11-12 | 002 | x | 97110 | Therapeutic Exercise [ 2] | A1003 | 172.00 | 0.00 | 172.00 | 0.00 | -172.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -172.00 | | | | |
| | 002 | x | 97140 | Manual Therapy Techn [ 2] | A1003 | 150.00 | 0.00 | 150.00 | 0.00 | -150.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -150.00 | | | | |
| | 002 | x | 97035 | Ultrasound | A1003 | 59.00 | 0.00 | 59.00 | 0.00 | -59.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -59.00 | | | | |
| | 002 | x | 97010 | Hot/Cold pack | A1003 | 54.00 | 0.00 | 54.00 | 0.00 | -54.00 | | 0.00 | 0.00 | 0.00 |

POP 000682

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -54.00 | | | | |
| | 002 | P | 97110 | Therapeutic Exercise [ 2] | A1003 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 002 | P | 97140 | Manual Therapy Techn [ 2] | A1003 | 150.00 | 0.00 | 150.00 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| | 002 | P | 97035 | Ultrasound | A1003 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 002 | P | 97010 | Hot/Cold pack | A1003 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| 02-08-12 | 002 | X | Bill to: | Patient Responsibility for services: 01-11-12 - 01-11-12 | A1003 | 435.00 | | | | | | | | |
| Total: | | | | | | 870.00 | 0.00 | 870.00 | 0.00 | -435.00 | | 0.00 | 435.00 | 435.00 |
| 01-16-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-18-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 01-23-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-25-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-30-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 02-01-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |

POP 000683

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 02-06-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0066 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97112 | Neuromuscular Re-education | C0066 | 87.00 | 0.00 | 87.00 | 0.00 | 0.00 | | 0.00 | 87.00 | 87.00 |
| Total: | | | | | | 345.00 | 0.00 | 345.00 | 0.00 | 0.00 | | 0.00 | 345.00 | 345.00 |
| 04-03-12 | 001 | P | 97003 | Occupational Therapy Eval | C0073 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 407.00 | 0.00 | 407.00 | 0.00 | 0.00 | | 0.00 | 407.00 | 407.00 |
| 04-05-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techn [ 2] | C0073 | 150.00 | 0.00 | 150.00 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 435.00 | 0.00 | 435.00 | 0.00 | 0.00 | | 0.00 | 435.00 | 435.00 |
| 04-10-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 04-12-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 285.00 | 0.00 | 285.00 | 0.00 | 0.00 | | 0.00 | 285.00 | 285.00 |
| 04-16-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 04-18-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 04-26-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 04-27-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-02-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-04-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-07-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-10-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0066 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 312.00 | 0.00 | 312.00 | 0.00 | 0.00 | | 0.00 | 312.00 | 312.00 |
| 05-15-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-17-12 | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 113.00 | 0.00 | 113.00 | 0.00 | 0.00 | | 0.00 | 113.00 | 113.00 |
| 05-24-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-25-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-31-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 06-04-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 07-16-12 | 001 | P | 97003 | Occupational Therapy Eval | C0073 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97014 | E-Stim Unattended | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 327.00 | 0.00 | 327.00 | 0.00 | 0.00 | | 0.00 | 327.00 | 327.00 |
| 07-19-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |

POP 000686

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07-23-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 07-26-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 07-30-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 08-02-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 08-06-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 08-09-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 08-16-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 08-20-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| Total: | | | | | | 247.00 | 0.00 | 247.00 | 0.00 | 0.00 | | 0.00 | 247.00 | 247.00 |
| 08-23-12 | 001 | P | 97110 | Therapeutic Exercise [ 4] | C0066 | 344.00 | 0.00 | 344.00 | 0.00 | 0.00 | | 0.00 | 344.00 | 344.00 |
| Total: | | | | | | 344.00 | 0.00 | 344.00 | 0.00 | 0.00 | | 0.00 | 344.00 | 344.00 |
| 08-28-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 08-30-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 215.00 | 0.00 | 215.00 | 0.00 | 0.00 | | 0.00 | 215.00 | 215.00 |
| 09-11-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 09-13-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 09-18-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 09-20-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 306.00 | 0.00 | 306.00 | 0.00 | 0.00 | | 0.00 | 306.00 | 306.00 |
| 09-21-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 09-25-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 09-27-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 09-28-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 10-02-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 10-04-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 10-05-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 306.00 | 0.00 | 306.00 | 0.00 | 0.00 | | 0.00 | 306.00 | 306.00 |
| 10-09-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |

POP 000689

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 10-11-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 10-12-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 10-16-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 10-18-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 306.00 | 0.00 | 306.00 | 0.00 | 0.00 | | 0.00 | 306.00 | 306.00 |
| 10-19-12 | 001 | P | 97110 | Therapeutic Exercise [ 4] | C0073 | 344.00 | 0.00 | 344.00 | 0.00 | 0.00 | | 0.00 | 344.00 | 344.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 478.00 | 0.00 | 478.00 | 0.00 | 0.00 | | 0.00 | 478.00 | 478.00 |
| 12-12-12 | 003 | P | 97003 | Occupational Therapy Eval | C0066 | 187.00 | 0.00 | 187.00 | -70.00 | -117.00 | | 0.00 | 0.00 | 0.00 |
| 12-12-12 | 003 | P | PCC | CREDIT CARD | | | | | -70.00 | | | | | |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -117.00 | | | | |
| | 003 | P | 99070 | Biofreeze Rollon 3oz | C0066 | 14.00 | 0.00 | 14.00 | 0.00 | -14.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -14.00 | | | | |
| Total: | | | | | | 201.00 | 0.00 | 201.00 | -70.00 | -131.00 | | 0.00 | 0.00 | 0.00 |
| 12-21-12 | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | -70.00 | -16.00 | | 0.00 | 0.00 | 0.00 |

POP 000690

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-12-12 | 003 | P | PCC | CREDIT CARD | | | | | -14.00 | | | | | |
| 12-28-12 | 003 | P | PCC | CREDIT CARD | | | | | -56.00 | | | | | |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -16.00 | | | | |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | -75.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -75.00 | | | | |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | -59.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -59.00 | | | | |
| | 003 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | -54.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -54.00 | | | | |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | -70.00 | -204.00 | | 0.00 | 0.00 | 0.00 |
| 12-28-12 | 003 | P | 97140 | Manual Therapy Techn [ 2] | C0110 | 150.00 | 0.00 | 150.00 | -70.00 | -80.00 | | 0.00 | 0.00 | 0.00 |
| 12-28-12 | 003 | P | PCC | CREDIT CARD | | | | | -70.00 | | | | | |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -80.00 | | | | |
| | 003 | P | 97035 | Ultrasound | C0110 | 59.00 | 0.00 | 59.00 | 0.00 | -59.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -59.00 | | | | |
| | 003 | P | 97010 | Hot/Cold pack | C0110 | 54.00 | 0.00 | 54.00 | 0.00 | -54.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -54.00 | | | | |
| Total: | | | | | | 263.00 | 0.00 | 263.00 | -70.00 | -193.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | -70.00 | -5.00 | | 0.00 | 0.00 | 0.00 |
| 12-28-12 | 003 | P | PCC | CREDIT CARD | | | | | -14.00 | | | | | |
| 12-31-12 | 003 | P | PCC | CREDIT CARD | | | | | -56.00 | | | | | |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -5.00 | | | | |
| | 003 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | -59.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PRMPT | Prompt Pay Discount | | | | | | -59.00 | | | | |
| Total: | | | | | | 134.00 | 0.00 | 134.00 | -70.00 | -64.00 | | 0.00 | 0.00 | 0.00 |
| 01-04-13 | 003 | P | 97140 | Manual Therapy Techn [ 2] | C0073 | 150.00 | 0.00 | 150.00 | -150.00 | 0.00 | | 0.00 | 0.00 | 0.00 |
| 12-31-12 | 003 | P | PCC | CREDIT CARD | | | | | -14.00 | | | | | |
| 01-04-13 | 003 | P | PCC | CREDIT CARD | | | | | -70.00 | | | | | |
| 01-11-13 | 003 | P | PCC | CREDIT CARD | | | | | -66.00 | | | | | |
| | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | -86.00 | 0.00 | | 0.00 | 0.00 | 0.00 |
| 01-11-13 | 003 | P | PCC | CREDIT CARD | | | | | -4.00 | | | | | |
| 01-30-13 | 003 | P | PCC | CREDIT CARD | | | | | -70.00 | | | | | |
| 02-05-13 | 003 | P | PCC | CREDIT CARD | | | | | -12.00 | | | | | |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | -59.00 | 0.00 | | 0.00 | 0.00 | 0.00 |
| 02-05-13 | 003 | P | PCC | CREDIT CARD | | | | | -58.00 | | | | | |
| 02-08-13 | 003 | P | PCC | CREDIT CARD | | | | | -1.00 | | | | | |
| Total: | | | | | | 295.00 | 0.00 | 295.00 | -295.00 | 0.00 | | 0.00 | 0.00 | 0.00 |

POP 000691

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01-11-13 | 003 | P | 97140 | Manual Therapy Techn [ 2] | C0110 | 150.00 | 0.00 | 150.00 | -150.00 | 0.00 | | 0.00 | 0.00 | 0.00 |
| 02-08-13 | 003 | P | PCC | CREDIT CARD | | | | | -69.00 | | | | | |
| 02-15-13 | 003 | P | PCC | CREDIT CARD | | | | | -81.00 | | | | | |
| | 003 | P | 97110 | Therapeutic Exercise | C0110 | 86.00 | 0.00 | 86.00 | -86.00 | 0.00 | | 0.00 | 0.00 | 0.00 |
| 02-15-13 | 003 | P | PCC | CREDIT CARD | | | | | -59.00 | | | | | |
| 02-19-13 | 003 | P | PCC | CREDIT CARD | | | | | -27.00 | | | | | |
| | 003 | P | 97035 | Ultrasound | C0110 | 59.00 | 0.00 | 59.00 | -43.00 | 0.00 | | 0.00 | 16.00 | 16.00 |
| 02-19-13 | 003 | P | PCC | CREDIT CARD | | | | | -43.00 | | | | | |
| Total: | | | | | | 295.00 | 0.00 | 295.00 | -279.00 | 0.00 | | 0.00 | 16.00 | 16.00 |
| 01-30-13 | 003 | P | 97110 | Therapeutic Exercise [ 3] | C0066 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 003 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 003 | P | A4466 | BandIT Forearm Splint | C0066 | 49.00 | 0.00 | 49.00 | 0.00 | 0.00 | | 0.00 | 49.00 | 49.00 |
| Total: | | | | | | 366.00 | 0.00 | 366.00 | 0.00 | 0.00 | | 0.00 | 366.00 | 366.00 |
| 02-05-13 | 003 | P | L3808 | WHFO, Rigid w/o joints | C0073 | 445.00 | 0.00 | 445.00 | 0.00 | 0.00 | | 0.00 | 445.00 | 445.00 |
| Total: | | | | | | 445.00 | 0.00 | 445.00 | 0.00 | 0.00 | | 0.00 | 445.00 | 445.00 |
| 02-08-13 | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 02-14-13 | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 02-15-13 | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 02-19-13 | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 02-25-13 | 003 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |

POP 000692

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total: | | | | | | 306.00 | 0.00 | 306.00 | 0.00 | 0.00 | | 0.00 | 306.00 | 306.00 |
| 02-28-13 | 003 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 306.00 | 0.00 | 306.00 | 0.00 | 0.00 | | 0.00 | 306.00 | 306.00 |
| 03-07-13 | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 03-08-13 | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 003 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 03-12-13 | 003 | P | 97140 | Manual Therapy Techn [ 2] | C0073 | 150.00 | 0.00 | 150.00 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| | 003 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 003 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 295.00 | 0.00 | 295.00 | 0.00 | 0.00 | | 0.00 | 295.00 | 295.00 |

| Payor Breakdown | | | | | | | | Unapplied | | |
|---|---|---|---|---|---|---|---|---|---|---|
| BC | Inj | Code | Payor | Charges | Paid | Adjusted | Balance | Payments | Adjustments | Total |
| P | 001 | 00001 | Patient Responsibility | 20635.00 | 0.00 | 0.00 | 20635.00 | 0.00 | 0.00 | 20635.00 |
| P | 002 | 00001 | Patient Responsibility | 435.00 | 0.00 | 0.00 | 435.00 | 0.00 | 0.00 | 435.00 |
| P | 003 | 00001 | Patient Responsibility | 4500.00 | -854.00 | -592.00 | 3054.00 | 0.00 | 0.00 | 3054.00 |
| X | 002 | 00001 | Patient Responsibility | 435.00 | 0.00 | -435.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | | | | 26005.00 | -854.00 | -1027.00 | 24124.00 | 0.00 | 0.00 | 24124.00 |

Pd 854.00
owes 24124.00

| Provider Breakdown | | | | |
|---|---|---|---|---|
| Provider | Charges | Paid | Adjusted | Balance |
| A1003 Jessica Wagner | 870.00 | 0.00 | -435.00 | 435.00 |
| C0066 Michelle Shamash | 13038.00 | -140.00 | -195.00 | 12703.00 |
| C0073 Darlene Verenski | 11539.00 | -365.00 | -204.00 | 10970.00 |
| C0110 Tracy Easthon | 558.00 | -349.00 | -193.00 | 16.00 |
| Total: | 26005.00 | -854.00 | -1027.00 | 24124.00 |

| Location Breakdown | | | | |
|---|---|---|---|---|
| Location | Charges | Paid | Adjusted | Balance |
| 00420 Dynamic Hand Therapy - Fox Lake | 26005.00 | -854.00 | -1027.00 | 24124.00 |

POP 000693

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Location Breakdown | | | | |
|---|---|---|---|---|
| Location | Charges | Paid | Adjusted | Balance |
| Total: | 26005.00 | -854.00 | -1027.00 | 24124.00 |

POP 000694

# Open Advanced MRI of Round Lake

# Medchex

1500

# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

MEDCHEX
PO BOX 502
KATOHAH, NY 10536

PICA x x x

PICA x x x

← CARRIER →

1. MEDICARE ☐ (Medicare #) MEDICAID ☐ (Medicaid #) TRICARE CHAMPUS ☐ (Sponsor's SSN) CHAMPVA ☐ (Member I.D. #) GROUP HEALTH PLAN ☐ (SSN or ID) FECA BLK LUNG ☐ (SSN) OTHER ☒ (ID)

1a. INSURED'S I.D. NUMBER (For Program in Item 1): 265065

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): Dulberg, Paul

3. PATIENT'S BIRTH DATE: MM 3 DD 19 YY 1970 SEX: M ☐ F ☐

4. INSURED'S NAME (Last Name, First Name, Middle Initial): Dulberg, Paul

5. PATIENT'S ADDRESS (No., Street): 46 Hayden Ct

6. PATIENT RELATIONSHIP TO INSURED: Self ☒ Spouse ☐ Child ☐ Other ☐

7. INSURED'S ADDRESS (No., Street): 46 Hayden Ct

CITY: Mchenry STATE: IL

8. PATIENT STATUS: Single ☐ Married ☐ Other ☒ Employed ☐ Full-Time Student ☐ Part-Time Student ☐

CITY: Mchenry STATE: IL

ZIP CODE: 60051 TELEPHONE (Include Area Code):

ZIP CODE: 60051 TELEPHONE (INCLUDE AREA CODE):

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial):

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER:

a. OTHER INSURED'S POLICY OR GROUP NUMBER:

a. EMPLOYMENT? (CURRENT OR PREVIOUS) Yes ☐ No ☒

a. INSURED'S DATE OF BIRTH: MM 3 DD 19 YY 1970 SEX: M ☐ F ☐

b. OTHER INSURED'S DATE OF BIRTH: MM DD YY SEX: M ☐ F ☐

b. AUTO ACCIDENT? Yes ☐ No X PLACE (State):

b. EMPLOYER'S NAME OR SCHOOL NAME:

c. EMPLOYER'S NAME OR SCHOOL NAME:

c. OTHER ACCIDENT? Yes X No ☐

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEDCHEX BILLING PROGRAM

d. INSURANCE PLAN NAME OR PROGRAM NAME:

10d. RESERVED FOR LOCAL USE

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? Yes ☐ No ☒ If yes, return to and complete item 9 a-d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 2/3/2012

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT: ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP) MM 6 DD 28 YY 2011

15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO

17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE: Karen Levin MD

17a

17b NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO

19. RESERVED FOR LOCAL USE

20. OUTSIDE LAB? Yes ☐ No ☒ $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. (RELATED ITEMS 1, 2,3 OR 4 TO ITEM 24E BY LINE)

1. 3.

2. 4.

22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

| 24. A. DATE(S) OF SERVICE From MM | DD | YY | To MM | DD | YY | B. PLACE OF SERVICE | C. EMG | D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS | MODIFIER | E. DIAGNOSIS POINTER | F. $ CHARGES | G. DAYS OR UNITS | H. EPSDT Family Plan | I. ID. QUAL | J. RENDERING PROVIDER ID. # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 2012 | 2 | 3 | 2012 | 11 | | 73220 | | | | 3390 00 | 1 | | NPI | |
| 2 | | | | | | | | | | | | | | | | NPI | |
| 3 | | | | | | | | | | | | | | | | NPI | |
| 4 | | | | | | | | | | | | | | | | NPI | |
| 5 | | | | | | | | | | | | | | | | NPI | |
| 6 | | | | | | | | | | | | | | | | NPI | |

25. FEDERAL TAX I.D. NUMBER SSN ☐ EIN ☒: 134214889

26. PATIENT'S ACCOUNT NO.: 265065

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES ☒ NO ☐

28. TOTAL CHARGE: $ 3390 00

29. AMOUNT PAID: $ 00 00

30. BALANCE DUE: $ 3390 00

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
MedChex
SIGNED: jtorres DATE:2/8/2012

32. SERVICE FACILITY LOCATION INFORMATION
Open Advanced MRI of Round Lake, LLC
720 East Rollins Road
Round Lake Beach, Illinois 60073
a. b.

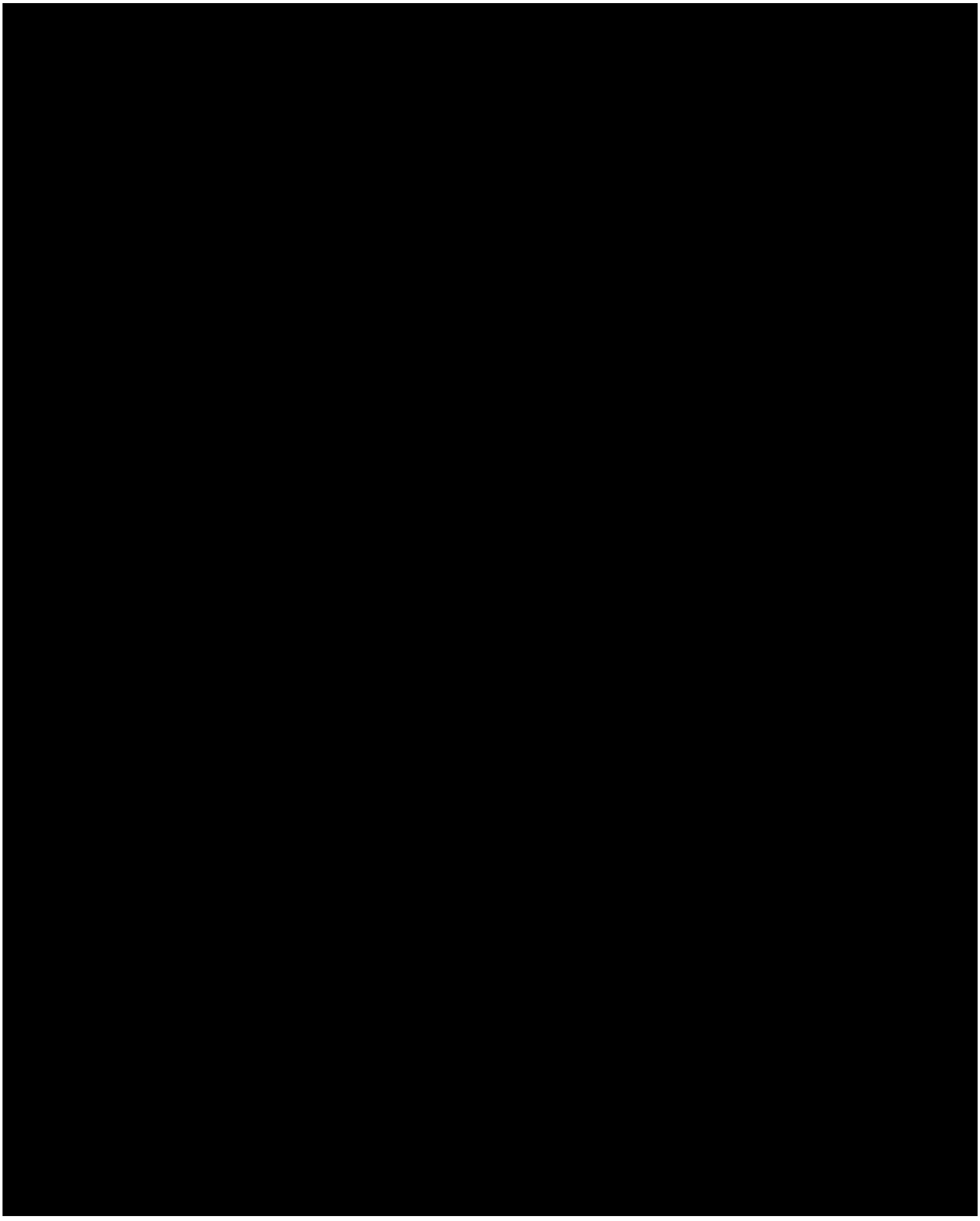
33. BILLING PROVIDER INFO & PH #
MEDCHEX
PO BOX 502
KATOHAH, NY 10536
(866) 959-1100
a. b.

← PATIENT AND INSURED INFORMATION →

← PHYSICIAN OR SUPPLIER INFORMATION →

NUCC Instruction Manual available at: www.nucc.org

APPROVED OMB-0938-0999 FORM CMS-1500 (08/05)



# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: MAY 20, 2013

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: May 20, 2013

---

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Dr. Frank W. Sek
4606 W. Elm Street
McHenry, IL 60050
815-385-0164

| | |
|---|---|
| 07/01/11 | $80.00 |
| 07/08/11 | 80.00 |
| 01/14/12 | 80.00 |
| 02/13/12 | 80.00 |
| 03/13/13 | 100.00 |
| 04/24/13 | 90.00 |
| 08/06/12 | 80.00 |
| Total | $590.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048

847-549-0055 - Chart # 18062

| | |
|---|---|
| 07/28/11 | $225.00 |
| 08/10/11 | 930.00 |
| 01/30/12 | 105.00 |
| 02/13/12 | 75.00 |
| 03/13/12 | 1,415.00 |
| 05/16/12 | 75.00 |
| 02/04/13 | 115.00 |
| Total | $2,940.00 |

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive
Suite 6035
Chicago, IL 60675
708-237-7200 - Acct. 1002454

| | |
|---|---|
| 12/02/11 | $230.00 |
| 01/06/12 | 160.00 |
| Total | $390.00 |

Dynamic Hand Therapy & Rehab
498 S US Highway 12
Suite C
Fox Lake, IL 60020
847-587-3301 - Acct. 0042000185

| | | |
|---|---|---|
| 12/06/11 thru 03/12/13 | $26,005.00 | $26,005.00 |

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065

| | | |
|---|---|---|
| 02/03/12 | $3,390.00 | $3,390.00 |

Hand Surgery Associates, SC
Dr. Sagerman/Dr. Biafora
515 W. Algonquin Road
Arlington Heights, IL 60005
847-956-0099 - Acct. 80330

| | |
|---|---|
| 04/02/12 | $116.00 |
| 05/14/12 | 90.00 |
| 05/17/12 | 116.00 |
| 06/06/12 | 171.00 |
| 07/09/12 | 8,338.00 |
| 10/22/12 | 116.00 |

12/03/12 ..... 282.00
01/14/13 ..... 90.00
Total ..... $9,319.00

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673
847-618-4747 - Acct. 71265382
07/09/12 ..... $6,366.00 ..... $6,366.00

Northwest Suburban Anesthesiologist, Ltd
8163 Solutions Center
Chicago, IL 60677-8001
800-709-2715 - Acct. 71265382
07/09/12 ..... $1,365.00 ..... $1,365.00

Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

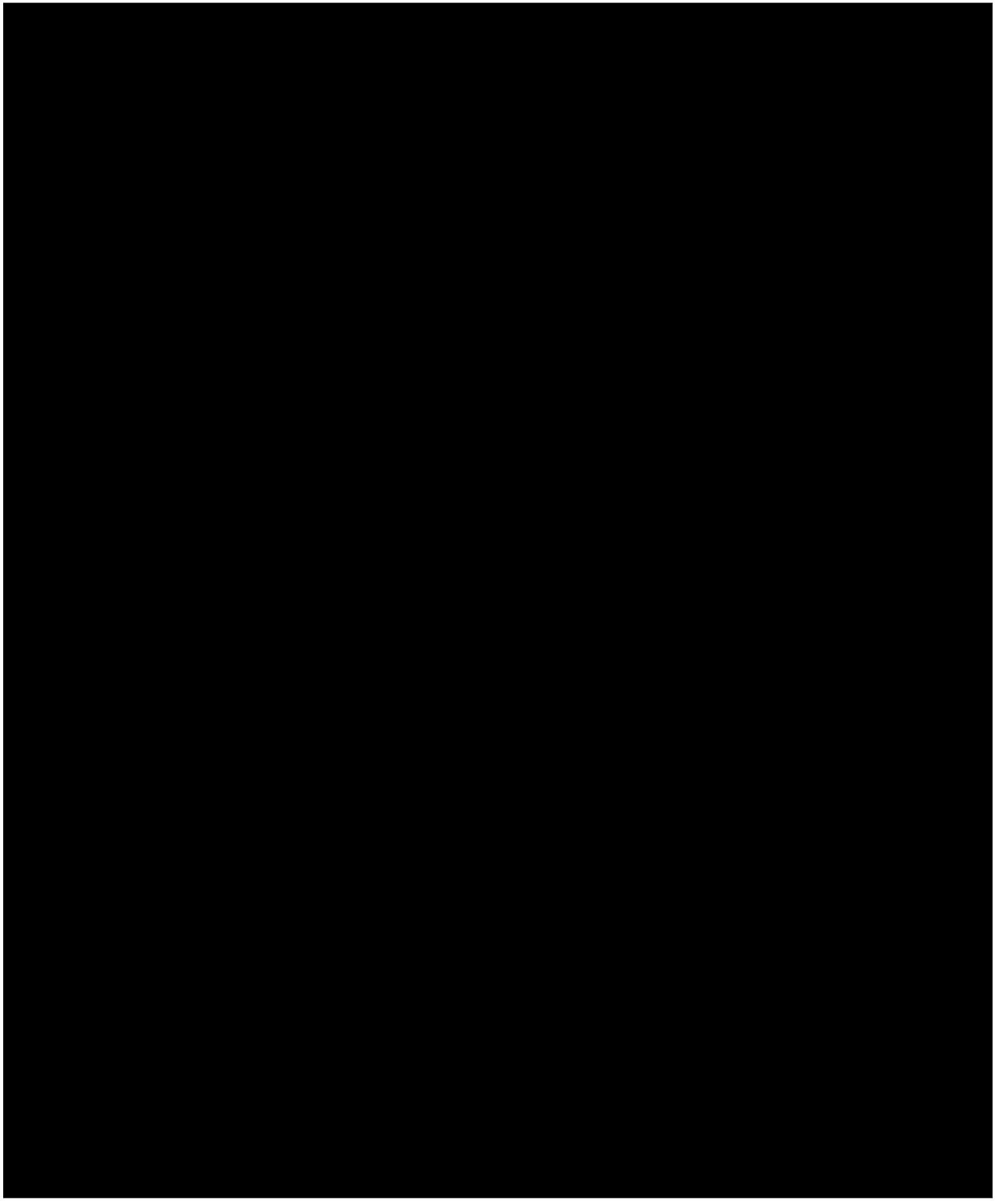
Walmart Pharmacy
3801 Running Brook Farms Blvd.
Johnsburg, IL 60051
05/16/12 ..... $25.79
06/11/12 ..... 126.08
07/09/12 ..... 16.11
07/19/12 ..... 21.15
08/02/12 ..... 126.08
10/02/12 ..... 126.08
11/16/12 ..... 126.78
12/28/12 ..... 126.54
02/09/13 ..... 126.68
Total ..... $821.29

---

TOTAL EXPENSES: ..... $53,954.72

Misc Expenses
Medical Supplies ..... $19.61
Total Misc. Expenses ..... $19.61

TOTAL ALL EXPENSES ..... $53,974.33



# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: AUGUST 31, 2012

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: August 31, 2012

---

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

| | |
|---|---|
| 07/28/11 | $225.00 |
| 08/10/11 | 930.00 |
| 01/30/12 | 105.00 |
| 02/13/12 | 75.00 |
| 03/13/12 | 1,415.00 |
| 05/04/12 | 33.17 |
| 05/16/12 | 75.00 |
| Total | $2,858.17 |

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive

Suite 6035
Chicago, IL 60675
708-237-7200 - Acct. 1002454

| | |
|---|---|
| 12/02/11 | $230.00 |
| 01/06/12 | 160.00 |
| Total | $390.00 |

Dynamic Hand Therapy & Rehab
498 S US Highway 12
Suite C
Fox Lake, IL 60020
847-587-3301 - Acct. 0042000185

| | |
|---|---|
| 12/06/11 | $187.00 |
| 12/08/11 | 360.00 |
| 12/12/11 | 274.00 |
| 12/14/11 | 328.00 |
| 12/15/11 | 274.00 |
| 12/19/11 | 360.00 |
| 12/20/11 | 360.00 |
| 12/23/11 | 360.00 |
| 12/27/11 | 360.00 |
| 12/29/11 | 274.00 |
| 01/03/12 | 220.00 |
| 01/05/12 | 317.00 |
| 01/09/12 | 360.00 |
| 01/11/12 | 435.00 |
| 01/16/12 | 360.00 |
| 01/18/12 | 274.00 |
| 01/23/12 | 360.00 |
| 01/25/12 | 360.00 |
| 01/30/12 | 274.00 |
| 02/01/12 | 274.00 |
| 02/06/12 | 345.00 |
| 04/03/12 | 407.00 |
| 04/05/12 | 435.00 |
| 04/10/12 | 301.00 |
| 04/12/12 | 285.00 |
| 04/16/12 | 360.00 |
| 04/18/12 | 274.00 |
| 04/26/12 | 360.00 |
| 04/27/12 | 274.00 |
| 05/02/12 | 360.00 |
| 05/04/12 | 274.00 |
| 05/07/12 | 360.00 |
| 05/10/12 | 312.00 |

05/15/12 ..... 360.00
05/17/12 ..... 113.00
05/24/12 ..... 274.00
05/25/12 ..... 274.00
05/31/12 ..... 274.00
06/04/12 ..... 360.00
07/16/12 ..... 327.00
07/19/12 ..... 301.00
07/23/12 ..... 301.00
07/26/12 ..... 274.00
07/30/12 ..... 301.00
08/02/12 ..... 220.00
08/06/12 ..... 274.00
08/09/12 ..... 274.00
Total ..... $14,645.00

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065
02/03/12 ..... $3,390.00 ..... $3,390.00

Hand Surgery Associates, SC
Dr. Sagerman/Dr. Biafora
515 W. Algonquin Road
Arlington Heights, IL 60005
847-956-0099 - Acct. 80330
04/02/12 ..... $116.00
05/14/12 ..... 90.00
05/17/12 ..... 116.00
06/06/12 ..... 171.00
07/09/12 ..... 8,338.00
Total ..... $8,831.00

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673
847-618-4747 - Acct. 71265382
07/09/12 ..... $6,366.00 ..... $6,366.00

Northwest Suburban Anesthesiologist, Ltd
8163 Solutions Center
Chicago, IL 60677-8001
800-709-2715 - Acct. 71265382

07/09/12 ..... $1,365.00 ..... $1,365.00

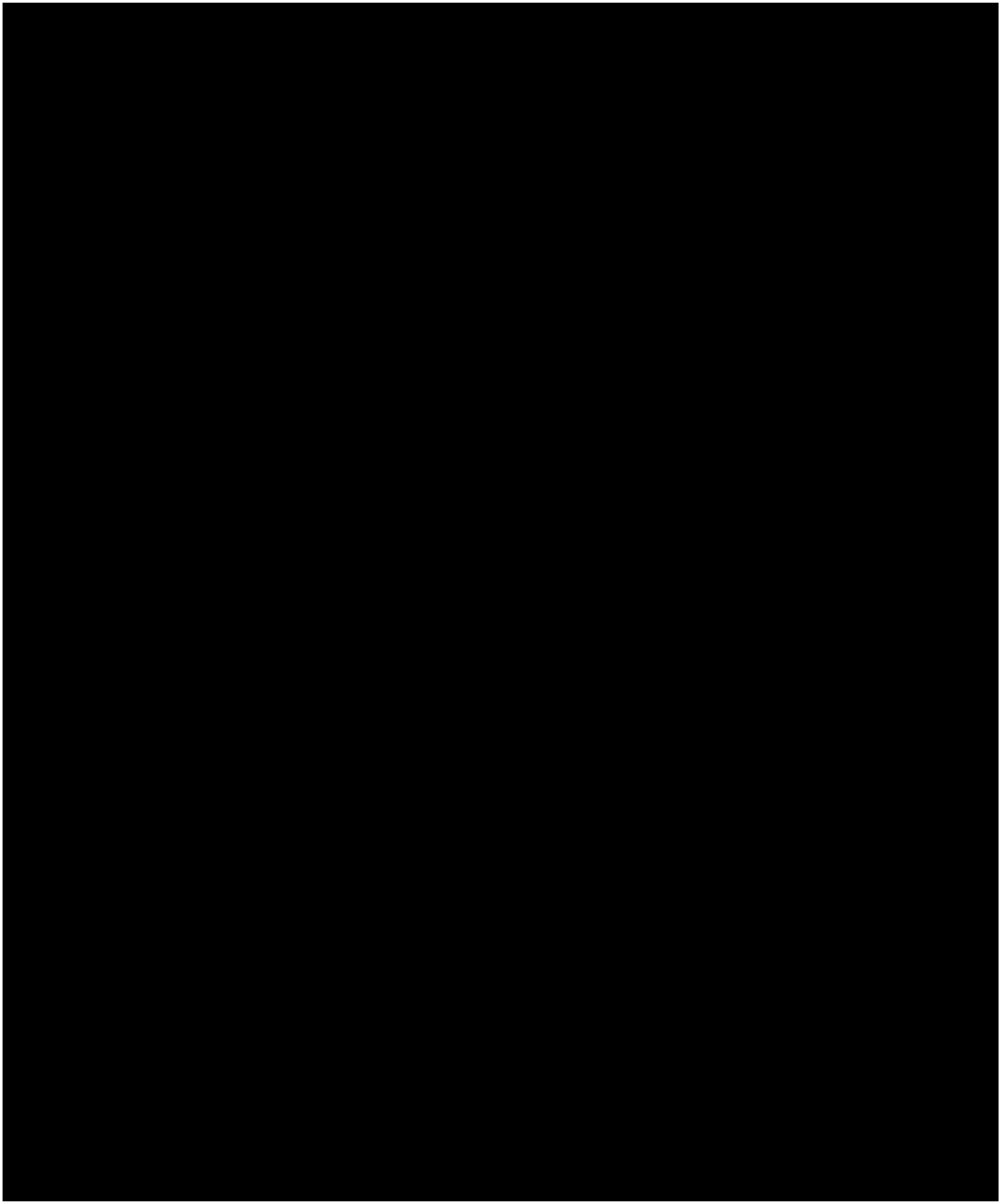
Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

---

TOTAL EXPENSES: ..... $40,613.60

Misc Expenses
Medical Supplies ..... $19.61
Total Misc. Expenses ..... $19.61

TOTAL ALL EXPENSES ..... $40,633.21



# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: JULY 26, 2012

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: July 26, 2012

---

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| 01/30/12 | 105.00 | |
| 02/13/12 | 75.00 | |
| 03/13/12 | 1,415.00 | |
| 05/04/12 | 33.17 | |
| 05/16/12 | 75.00 | |
| Total | | $2,858.17 |

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive

Suite 6035
Chicago, IL 60675
708-237-7200 - Acct. 1002454

| | |
|---|---|
| 12/02/11 | $230.00 |
| 01/06/12 | 160.00 |
| Total | $390.00 |

Dynamic Hand Therapy & Rehab
498 S US Highway 12
Suite C
Fox Lake, IL 60020
847-587-3301 - Acct. 0042000185

| | |
|---|---|
| 12/06/11 | $187.00 |
| 12/08/11 | 360.00 |
| 12/12/11 | 274.00 |
| 12/14/11 | 328.00 |
| 12/15/11 | 274.00 |
| 12/19/11 | 360.00 |
| 12/20/11 | 360.00 |
| 12/23/11 | 360.00 |
| 12/27/11 | 360.00 |
| 12/29/11 | 274.00 |
| 01/03/12 | 220.00 |
| 01/05/12 | 317.00 |
| 01/09/12 | 360.00 |
| 01/11/12 | 435.00 |
| 01/16/12 | 360.00 |
| 01/18/12 | 274.00 |
| 01/23/12 | 360.00 |
| 01/25/12 | 360.00 |
| 01/30/12 | 274.00 |
| 02/01/12 | 274.00 |
| 02/06/12 | 345.00 |
| 04/03/12 | 407.00 |
| 04/05/12 | 435.00 |
| 04/10/12 | 301.00 |
| 04/12/12 | 285.00 |
| 04/16/12 | 360.00 |
| 04/18/12 | 274.00 |
| 04/26/12 | 360.00 |
| 04/27/12 | 274.00 |
| 05/02/12 | 360.00 |
| 05/04/12 | 274.00 |
| 05/07/12 | 360.00 |
| 05/10/12 | 312.00 |

05/15/12 ..... 360.00
05/17/12 ..... 113.00
Total ..... $11,191.00

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065
02/03/12 ..... $3,390.00 ..... $3,390.00

Hand Surgery Associates, SC
Dr. Sagerman/Dr. Biafora
515 W. Algonquin Road
Arlington Heights, IL 60005
847-956-0099 - Acct. 80330
04/02/12 ..... $116.00
05/14/12 ..... 90.00
05/17/12 ..... 116.00
06/06/12 ..... 171.00
Total ..... $493.00

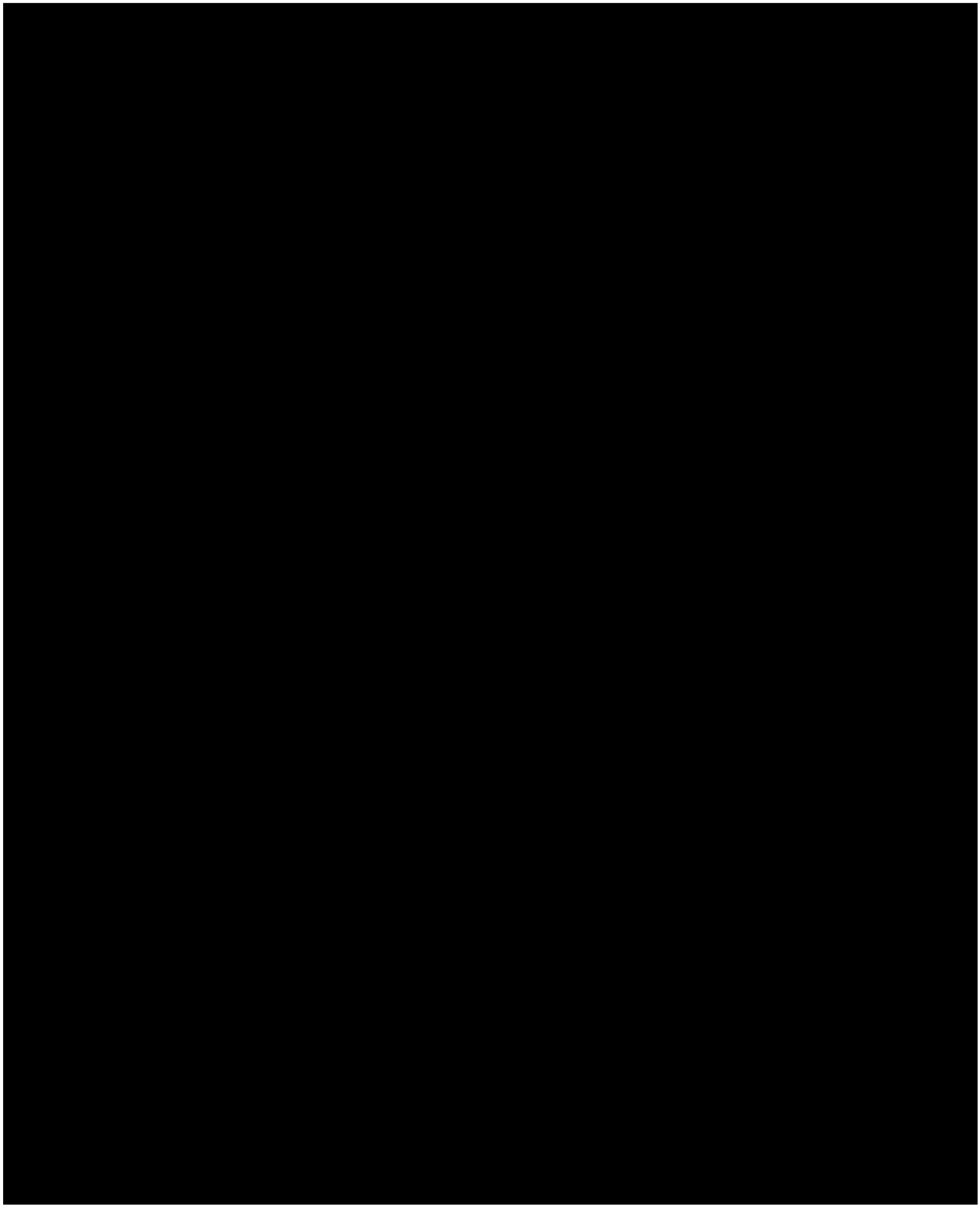
Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

---

TOTAL EXPENSES: ..... $21,090.60

Misc Expenses
Medical Supplies ..... $19.61
Total Misc. Expenses ..... $19.61

TOTAL ALL EXPENSES ..... $21,110.21



# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: MARCH 19, 2012

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: March 19, 2012

---

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| Total | | $1,155.00 |

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065

| | | |
|---|---|---|
| 02/03/12 | $3,390.00 | $3,390.00 |

Walgreens
3925 W. Elm Street

McHenry, IL 60050
815-363-0722

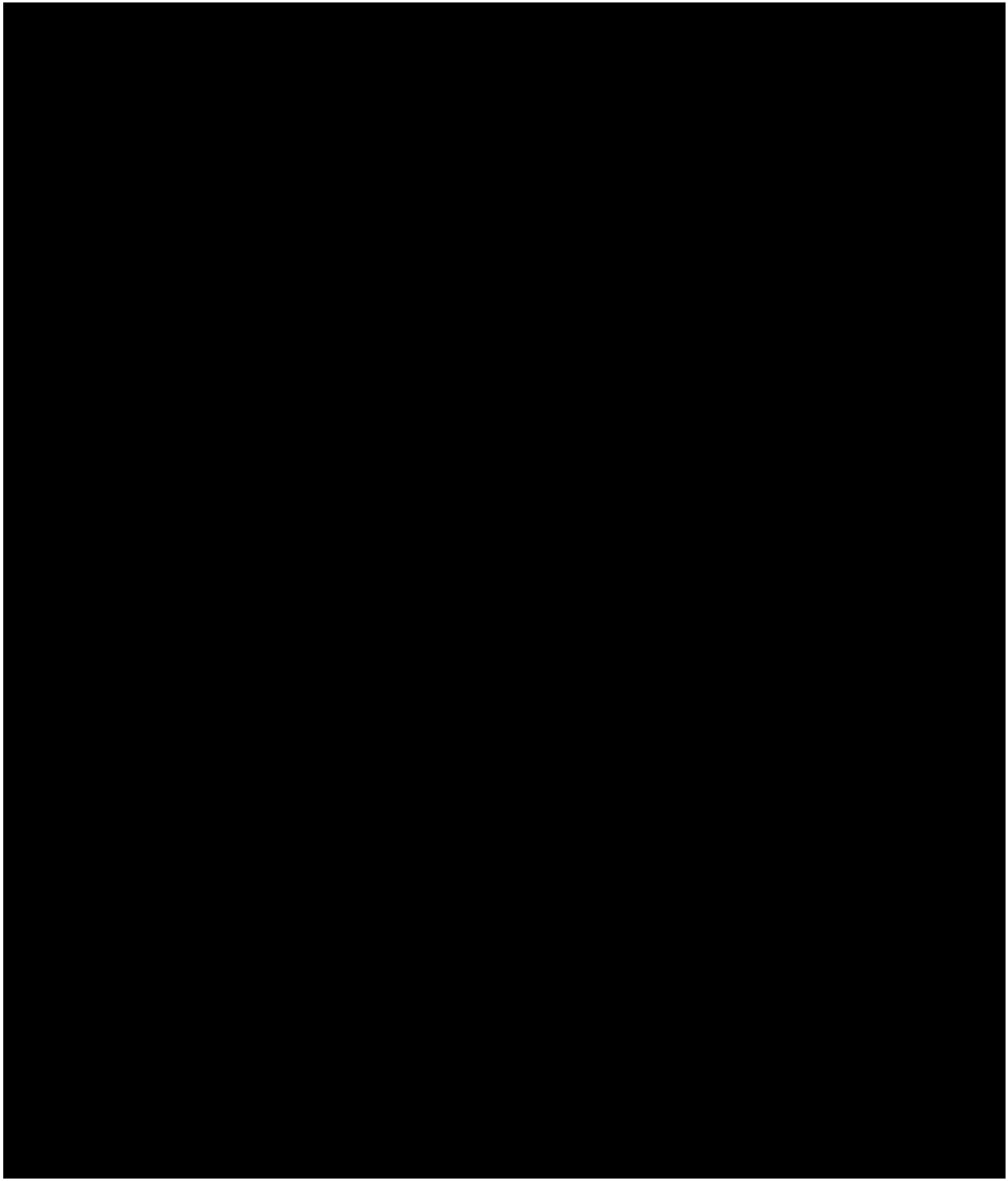
| | | |
|---|---|---|
| 06/28/11 | $48.68 | $48.68 |

TOTAL EXPENSES: . . . . . $7,313.43

Misc Expenses

| | | |
|---|---|---|
| Medical Supplies | $19.61 | |
| Total Misc. Expenses | | $19.61 |

TOTAL ALL EXPENSES . . . . . $7,333.04



# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: DECEMBER 9, 2011

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: December 9, 2011

---

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| Total | | $1,155.00 |

Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722

| | | |
|---|---|---|
| 06/28/11 | $48.68 | $48.68 |

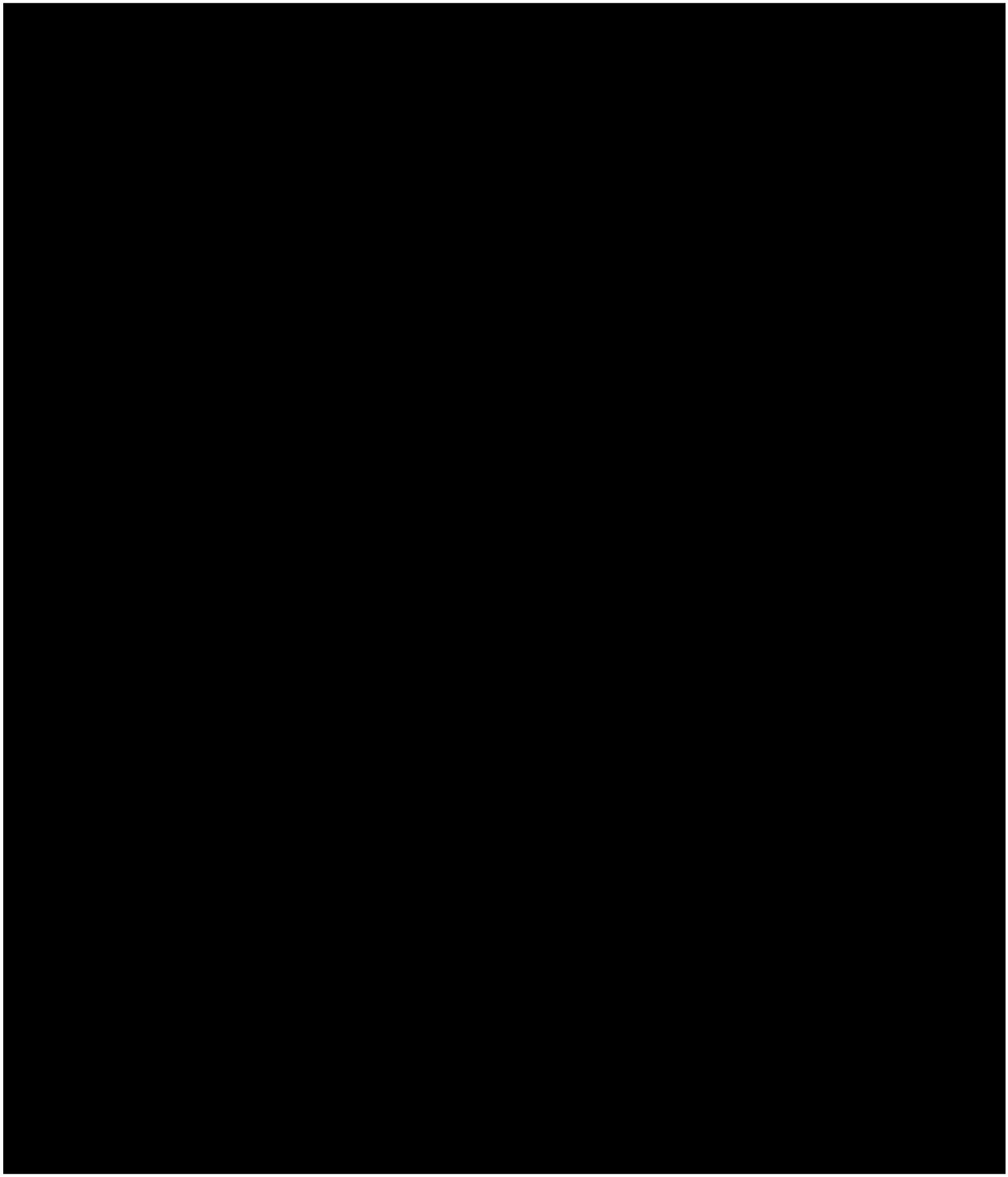
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TOTAL EXPENSES: $3,923.43

Misc Expenses

| | | |
|---|---|---|
| Medical Supplies | $19.61 | |
| Total Misc. Expenses | | $19.61 |

| | |
|---|---|
| TOTAL ALL EXPENSES | $3,943.04 |



| 1 | 2 | 3a PAT. CNTL # | 4 TYPE OF BILL |
|---|---|---|---|
| NORTHERN ILL MED CTR<br>4201 MEDICAL CENTER DR<br>MCHENRY IL 600508409<br>815-344-5000 | NORTHERN ILL MED CTR<br>P O BOX 1570<br>MCHENRY IL 600511570<br>1982611281 | B1117900323 | 0131 |
| | | b. MED. REC. # B0000109381 | |
| | | 5 FED TAX NO. 362338884 | 6 STATEMENT COVERS PERIOD FROM 062811 THROUGH 062811 |

| 8 PATIENT NAME | 9 PATIENT ADDRESS |
|---|---|
| a | a 4606 HAYDEN CT |
| b DULBERG,PAUL R | b MCHENRY c IL d 600517918 e |

| 10 BIRTHDATE | 11 SEX | 12 ADMISSION DATE | 13 HR | 14 TYPE | 15 SRC | 16 DHR | 17 STAT | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 ACDT STATE | 30 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 03191970 | M | 062811 | 14 | 1 | | 1 | 17 | 01 | | | | | | | | | | | | |

| 31 CODE | OCCURRENCE DATE | 32 CODE | OCCURRENCE DATE | 33 CODE | OCCURRENCE DATE | 34 CODE | OCCURRENCE DATE | 35 CODE | OCCURRENCE SPAN FROM | THROUGH | 36 CODE | OCCURRENCE SPAN FROM | THROUGH | 37 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| a 04 | 062811 | A1 | 031970 | | | | | | | | | | | a |
| b | | | | | | | | | | | | | | b |

38 PAUL DULBERG/ACCIDENT
4606 HAYDEN CT
JOHNSBURG IL 60051

COPY

| 39 CODE | VALUE CODES AMOUNT | 40 CODE | VALUE CODES AMOUNT | 41 CODE | VALUE CODES AMOUNT |
|---|---|---|---|---|---|
| a 45 | 1400 | | | | |
| b | | | | | |
| c | | | | | |
| d | | | | | |

| | 42 REV CD | 43 DESCRIPTION | 44 HCPCS / RATE / HIPPS CODE | 45 SERV DATE | 46 SERV UNITS | 47 TOTAL CHARGES | 48 NON-COVERED CHARGES | 49 |
|---|---|---|---|---|---|---|---|---|
| 1 | 0250 | PHARMACY | | 062811 | 3 | 5300 | | 1 |
| 2 | 0258 | PHARMACY IV SOLUTIONS | | 062811 | 2 | 18400 | | 2 |
| 3 | 0272 | STERILE SUPPLY | | 062811 | 1 | 12500 | | 3 |
| 4 | 0320 | DX XRAY | 73090 | 062811 | 1 | 22500 | | 4 |
| 5 | 0450 | EMERG ROOM | 99283 | 062811 | 1 | 31000 | | 5 |
| 6 | 0450 | EMERG ROOM | 12004 | 062811 | 1 | 27125 | | 6 |
| 7 | 0636 | DRUGS REQUIRE DETAIL | 90715 | 062811 | 1 | 15550 | | 7 |
| 8 | | | | | | | | 8 |
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| 20 | | | | | | | | 20 |
| 21 | | | | | | | | 21 |
| 22 | | | | | | | | 22 |
| 23 | 0001 | PAGE 1 OF 1 | | CREATION DATE 070511 | TOTALS | 132375 | | 23 |

| 50 PAYER NAME | 51 HEALTH PLAN ID | 52 REL INFO | 53 ASG BEN | 54 PRIOR PAYMENTS | 55 EST. AMOUNT DUE | 56 NPI | |
|---|---|---|---|---|---|---|---|
| A PAUL DULBERG/ACCIDENT | | Y | Y | | | 1982611281 | A |
| B | | | | | | 57 OTHER 362338884 | B |
| C | | | | | | PRV ID | C |

| 58 INSURED'S NAME | 59 P REL | 60 INSURED'S UNIQUE ID | 61 GROUP NAME | 62 INSURANCE GROUP NO. |
|---|---|---|---|---|
| A DULBERG,PAUL | 18 | 999999999 | ACCIDENT | 99999 A |
| B | | | | B |
| C | | | | C |

| 63 TREATMENT AUTHORIZATION CODES | 64 DOCUMENT CONTROL NUMBER | 65 EMPLOYER NAME |
|---|---|---|
| A | | A |
| B | | SHARP PRINTING B |
| C | | C |

| | 66 DX | | | | | | | | | | 69 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 88100 | | | | | | | | | | |
| B | 9 | | | | | | | | | | |

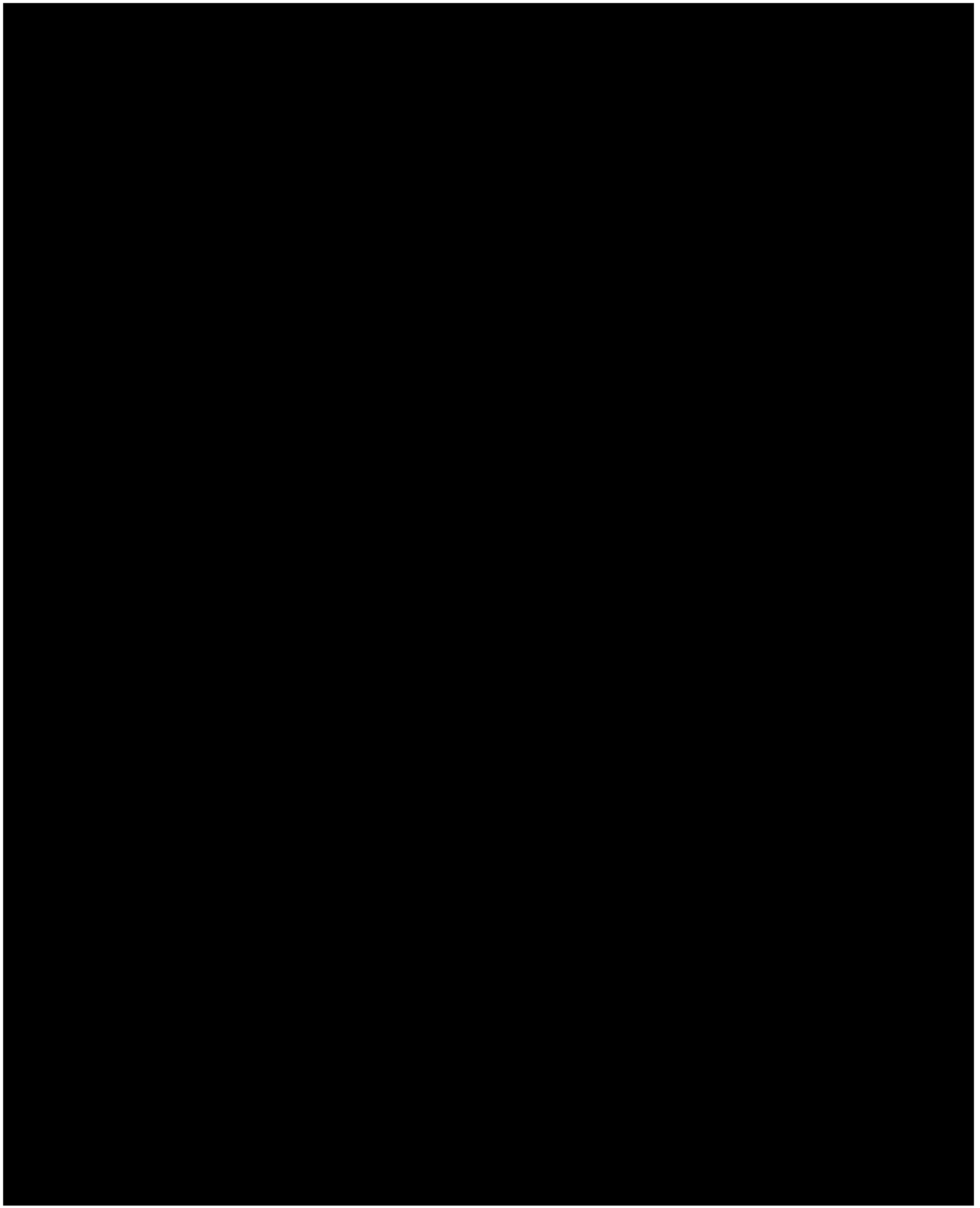
| 67 ADMIT DX | 68 PATIENT REASON DX | | | 71 PPS CODE | 72 ECI | | | | 73 |
|---|---|---|---|---|---|---|---|---|---|
| 9593 | 9593 | | | | E9201 | | | | |

| 74 PRINCIPAL PROCEDURE CODE | DATE | a. OTHER PROCEDURE CODE | DATE | b. OTHER PROCEDURE CODE | DATE | 75 |
|---|---|---|---|---|---|---|
| 8659 | 062811 | | | | | |
| c. OTHER PROCEDURE CODE | DATE | d. OTHER PROCEDURE CODE | DATE | e. OTHER PROCEDURE CODE | DATE | |
| | | | | | | |

| 76 ATTENDING | NPI 1053319822 | QUAL |
|---|---|---|
| LAST FORD | | FIRST APIWAT |
| 77 OPERATING | NPI 1053319822 | QUAL |
| LAST FORD | | FIRST APIWAT |
| 78 OTHER | NPI | QUAL |
| LAST | | FIRST |
| 79 OTHER | NPI | QUAL |
| LAST | | FIRST |

80 REMARKS

| 81CC | |
|---|---|
| a | B3 282N00000X |
| b | |
| c | |
| d | |



PAUL DULBERG
4606 Hayden Ct, McHenry, IL 600517918
(847)497-4250
RX # 2132245-05469

DATE: 06/28/11

HYDROCODONE/APAP 10MG/325MG TABS
QTY: 20 NO REFILLS - DR. AUTH REQUIRED
New NDC:00591-0853-05

$ 20.69

DR A. FORD
MFG:WATSON
SMC/TNT/TNT/ /TNT

Walgreens 3925 W ELM ST MCHENRY, IL 60050
PH:(815)363-0722

COPY
Duplicate Receipt

Pharmacy use only

**WAITING**
TUE 5:39PM
**New**

HYDROCODONE/APAP 10MG/325MG TABS
00591-**0853**-05
CELL 8

**QTY 20**
20 DRAM

YELLOW
FRONT: WATSON 8

SMC/TNT/TNT/ /TNT

# YOUR PERSONAL PRESCRIPTION INFORMATION

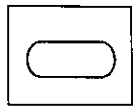
**Your Walgreens Pharmacy Location**
3925 W Elm St
McHenry, IL 600504361
(815)363-0722

**PATIENT** PAUL DULBERG
**BIRTH DATE** 03/19/70
**MEDICATION** HYDROCODONE/APAP 10MG/325MG TABS
**QUANTITY** 20
**DIRECTIONS** TAKE 1 TABLET BY MOUTH EVERY 6 HOURS AS NEEDED FOR PAIN

**DOCTOR** DR A. FORD

**PATIENT ALLERGIES**

**DRUG DESCRIPTION**



YELLOW

FRONT: WATSON 853

---

**INGREDIENT NAME:** HYDROCODONE (hye-droe-KO-done) and ACETAMINOPHEN (a-seat-a-MIN-oh-fen)

**COMMON USES:** This medicine is a combination of a narcotic and acetaminophen used to relieve moderate to severe pain. Narcotic pain-relievers work by binding to opioid receptors in the brain and spinal cord, and acetaminophen decreases the formation of prostaglandins, therefore reducing pain. This medicine may also be used to treat other conditions as determined by your doctor.

**BEFORE USING THIS MEDICINE:** Some medicines or medical conditions may interact with this medicine. INFORM YOUR DOCTOR OR PHARMACIST of all prescription and over-the-counter medicine that you are taking. DO NOT TAKE THIS MEDICINE if you are also taking sodium oxybate. ADDITIONAL MONITORING OF YOUR DOSE OR CONDITION may be needed if you are taking other medicines for pain; cimetidine; isoniazid; "blood thinners" (such as warfarin); MAO inhibitors (such as furazolidone, linezolid, moclobemide, phenelzine, procarbazine, selegiline, isocarboxazid, or tranylcypromine); naltrexone; rifampin; or other medicines which cause drowsiness including medicine for sleep (such as zolpidem), tranquilizers, anti-anxiety medicines (such as diazepam), phenothiazines (such as chlorpromazine), tricyclic antidepressants (such as amitriptyline), muscle relaxants, or certain antihistamines (such as diphenhydramine or hydroxyzine). DO NOT START OR STOP any medicine without doctor or pharmacist approval. Inform your doctor of any other medical conditions including a history of liver or kidney problems, lung or breathing problems (such as asthma, chronic obstructive pulmonary disease), alcohol use, drug dependency, heart problems (such as slow or irregular heartbeat, very low blood pressure), stomach or bowel problems, gallbladder problems, enlarged prostate, difficulty urinating, seizure disorders, serious head injury or brain disease, spinal problems, low thyroid problems, adrenal gland problems, psychiatric problems, allergies, pregnancy, or breast-feeding. ROUTINE USE OF THIS MEDICINE IS NOT RECOMMENDED if you have colitis or diarrhea due to food poisoning. Contact your doctor or pharmacist if you have any questions or concerns about taking this medicine.

**HOW TO USE THIS MEDICINE:** Follow the directions for using this medicine provided by your doctor. Take this medicine by mouth. THIS MEDICINE MAY BE TAKEN WITH FOOD if it upsets your stomach, although doing so may decrease its effectiveness. Consult your doctor or pharmacist about alternatives for decreasing nausea (such as antihistamines, or lying down for 1-2 hours with minimal head movement). STORE THIS MEDICINE at room temperature in a tightly-closed container, away from heat, and light. IF YOU MISS A DOSE OF THIS MEDICINE and you are taking it regularly, take it as soon as possible. If it is almost time for your next dose, skip the missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

**CAUTIONS:** DO NOT TAKE THIS MEDICINE IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to codeine, hydrocodone, dihydrocodeine, or oxycodone. A severe allergic reaction includes a severe rash, hives, breathing difficulties, or dizziness. If you have a question about whether you are allergic to this medicine or if a certain medicine contains codeine, hydrocodone, dihydrocodeine, or oxycodone, contact your doctor or pharmacist. DO NOT EXCEED THE RECOMMENDED DOSE of this medicine. Do not use this medicine more often or for longer than prescribed without checking with your doctor. Exceeding the recommended dose or taking this medicine for longer than prescribed may be habit-forming. If using this medicine for an extended period of time, DO NOT SUDDENLY STOP taking this medicine without your doctor's approval. When using for an extended period, this medicine may not work as well and may require different dosing. Talk with your doctor if this medicine stops working well. KEEP ALL DOCTOR AND LABORATORY APPOINTMENTS while you are taking this medicine. Laboratory and/or medical tests, including liver, kidney, or lung function tests may be performed to monitor your progress or to check for side effects. This medicine may alter certain lab test results. Make sure that all of your doctors and laboratory personnel know you are taking this medicine. BEFORE YOU HAVE ANY MEDICAL OR DENTAL TREATMENTS, EMERGENCY CARE, OR SURGERY, tell the doctor or dentist that you are using this medicine. THIS MEDICINE MAY CAUSE drowsiness or dizziness. Using this medicine alone, with other medicines, or with alcohol may lessen your ability to drive or to perform other potentially dangerous tasks. AVOID ALCOHOLIC BEVERAGES while taking this medicine. To minimize dizziness or lightheadedness, get up slowly when rising from a seated or lying position. This medicine may cause constipation. To prevent constipation, maintain a diet adequate in fiber, drink plenty of water, and exercise. THIS MEDICINE CONTAINS ACETAMINOPHEN. Do not take additional acetaminophen for pain or fever without checking with your doctor or pharmacist. Ask your pharmacist if you have questions about which medicines contain acetaminophen. If you consume 3 or more alcoholic drinks every day, ask your doctor whether you should take this medicine or other pain relievers/fever reducers. Acetaminophen may cause liver damage. Alcohol use combined with this medicine may increase your risk for liver damage. BEFORE YOU BEGIN TAKING ANY NEW MEDICINE, either prescription or over-the-counter, check with your doctor or pharmacist. This includes other pain relievers, cough-and-cold medicines, or allergy medicines. CAUTION IS ADVISED WHEN USING THIS MEDICINE IN THE ELDERLY because they may be more sensitive to the effects of the medicine. FOR WOMEN: IF YOU PLAN ON BECOMING PREGNANT, discuss with your doctor the benefits and risks of using this medicine during pregnancy. AN INGREDIENT IN THIS MEDICINE IS EXCRETED in breast milk. IF YOU ARE OR WILL BE BREAST-FEEDING while you are using this medicine. check with your doctor to discuss the risks to your baby.

**POSSIBLE SIDE EFFECTS:** SIDE EFFECTS that may occur while taking this medicine include nausea, vomiting, constipation, lightheadedness, dizziness, drowsiness, flushing, or vision changes. If they continue or are bothersome, check with your doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience anxiety, fear, or other mental or mood changes. CONTACT YOUR DOCTOR IMMEDIATELY if you experience slow or irregular breathing; slow or irregular heartbeat; a change in the amount of urine produced; change or loss in hearing (especially with high doses for long periods); severe drowsiness or dizziness; dark urine; pale stools; or yellowing of the eyes or skin. AN ALLERGIC REACTION to this medicine is unlikely, but seek immediate medical attention if it occurs. Symptoms of an allergic reaction include rash, itching, swelling, severe dizziness, or trouble breathing. If you notice other effects not listed above, contact your doctor, nurse, or pharmacist. This is not a complete list of all side effects that may occur. If you have questions about side effects, contact your healthcare provider. Call your doctor for medical advice about side effects. You may report side effects to FDA at 1-800-FDA-1088.

**OVERDOSE:** If overdose is suspected, contact your local poison control center or emergency room immediately. Symptoms of overdose may include extreme drowsiness, weakness, or fatigue; loss of consciousness; slow, shallow, or abnormal breathing; persistent nausea, vomiting, or stomach pain; slow heartbeat; cold or clammy skin; unusual sweating; and yellowing of the eyes or skin.

**ADDITIONAL INFORMATION:** If your symptoms do not improve or if they become worse, check with your doctor. DO NOT SHARE THIS MEDICINE with others for whom it was not prescribed. DO NOT USE THIS MEDICINE for other health conditions. KEEP THIS MEDICINE out of the reach of children and pets.

Call your doctor for medical advice about side effects.
You may report side effects to FDA at 1-800-FDA-1088.

Do not flush unused medications or pour down a sink or drain.

WIC# 957918

**KEEP OUT OF REACH OF CHILDREN: STORE IN SAFETY CONTAINER OR SECURE AREA.**

**PAUL DULBERG**
4606 Hayden Ct, McHenry, IL 600517918
(847)497-4250
**RX # 2132246-05469** DATE: 06/28/11

**CEFADROXIL 500MG CAPSULES**
QTY: 10 NO REFILLS - DR. AUTH REQUIRED
New NDC:00093-3196-01

DR A. FORD
MFG:TEVA
SMC/TNT/TNT/ /TNT

$ 27.99

Walgreens 3825 W ELM ST HENRY, IL 61537 PH: (815)

COPY Duplicate for pt

Pharmacy use only

**WAITING**
TUE 5:39PM
New

CEFADROXIL 500MG CAPSULES
00093-**3196**-01
CELL 18

QTY 10
20 DRAM

RED-ORANGE AND WHITE
FRONT: 93 3196

SMC/TNT/TNT/ /TNT

# YOUR PERSONAL PRESCRIPTION INFORMATION

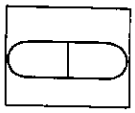
**Your Walgreens Pharmacy Location**
3925 W Elm St
McHenry, IL 600504361
(815)363-0722

**PATIENT** PAUL DULBERG
**BIRTH DATE** 03/19/70
**MEDICATION** CEFADROXIL 500MG CAPSULES
**QUANTITY** 10
**DIRECTIONS** TAKE 1 CAPSULE BY MOUTH TWICE DAILY FOR 5 DAYS

**DOCTOR** DR A. FORD

**PATIENT ALLERGIES**

**DRUG DESCRIPTION**



RED-ORANGE AND WHITE
FRONT: 93 3196

---

**INGREDIENT NAME:** CEFADROXIL (sef-a-DROX-ill)

**COMMON USES:** This medicine is a cephalosporin antibiotic used to treat bacterial infections. This medicine will not treat infections caused by viruses.

**BEFORE USING THIS MEDICINE:** Some medicines or medical conditions may interact with this medicine. INFORM YOUR DOCTOR OR PHARMACIST of all prescription and over-the-counter medicine that you are taking. ADDITIONAL MONITORING OF YOUR DOSE OR CONDITION may be needed if you are taking probenecid. DO NOT START OR STOP any medicine without doctor or pharmacist approval. Inform your doctor of any other medical conditions, allergies, pregnancy, or breast-feeding. Contact your doctor or pharmacist if you have any questions or concerns about taking this medicine.

**HOW TO USE THIS MEDICINE:** Follow the directions for using this medicine provided by your doctor. This medicine may be taken on an empty stomach or with food. STORE THIS MEDICINE at room temperature, away from heat and light. TO CLEAR UP YOUR INFECTION COMPLETELY, continue taking this medicine for the full course of treatment even if you feel better in a few days. Do not miss any doses. IF YOU MISS A DOSE OF THIS MEDICINE, take it as soon as possible. If it is almost time for your next dose, skip the missed dose and go back to your regular dosing schedule. Do not take 2 doses at once.

**CAUTIONS:** IF YOU HAVE HAD A SEVERE ALLERGIC REACTION to a cephalosporin antibiotic (such as Ceclor, Keflex, Ceftin, Duricef) or a penicillin antibiotic (such as amoxicillin, ampicillin), contact your doctor or pharmacist BEFORE TAKING THIS MEDICINE. A severe reaction includes a severe rash, hives, breathing difficulties, or dizziness. If you have a question about whether you are allergic to this medicine or if a certain medicine is a cephalosporin, contact your doctor or pharmacist. If your symptoms do not improve within a few days or if they become worse, check with your doctor. IF MODERATE TO SEVERE DIARRHEA OCCURS during or after treatment with this medicine, check with your doctor or pharmacist. Do not treat it with non-prescription (over-the-counter) medicines. IF YOU EXPERIENCE difficulty breathing or tightness of chest, swelling of eyelids, face, or lips, or develop a rash or hives, tell your doctor immediately. Do not take any more of this medicine unless your doctor tells you to do so. Caution should be used in the elderly since they may be more sensitive to the effects of this medicine.

**POSSIBLE SIDE EFFECTS:** SIDE EFFECTS that may occur while taking this medicine include dizziness, tiredness, headache, mild diarrhea, or stomach upset. If they continue or are bothersome, check with your doctor. CHECK WITH YOUR DOCTOR AS SOON AS POSSIBLE if you experience vaginal irritation or discharge, mood or mental changes, or joint pain. CONTACT YOUR DOCTOR IMMEDIATELY if you experience seizures; yellowing of the eyes or skin; red, blistered, swollen or peeling skin; unusual bruising or bleeding; decreased urination; severe stomach pain or cramps; confusion; or bloody or severe diarrhea. AN ALLERGIC REACTION to this medicine is unlikely, but seek immediate medical attention if it occurs. Symptoms of an allergic reaction include rash, itching, swelling, severe dizziness, or trouble breathing. If you notice other effects not listed above, contact your doctor, nurse, or pharmacist. This is not a complete list of all side effects that may occur. If you have questions about side effects, contact your healthcare provider. Call your doctor for medical advice about side effects. You may report side effects to FDA at 1-800-FDA-1088.

**OVERDOSE:** If overdose is suspected, contact your local poison control center or emergency room immediately. Symptoms of overdose may include muscle spasms and seizures.

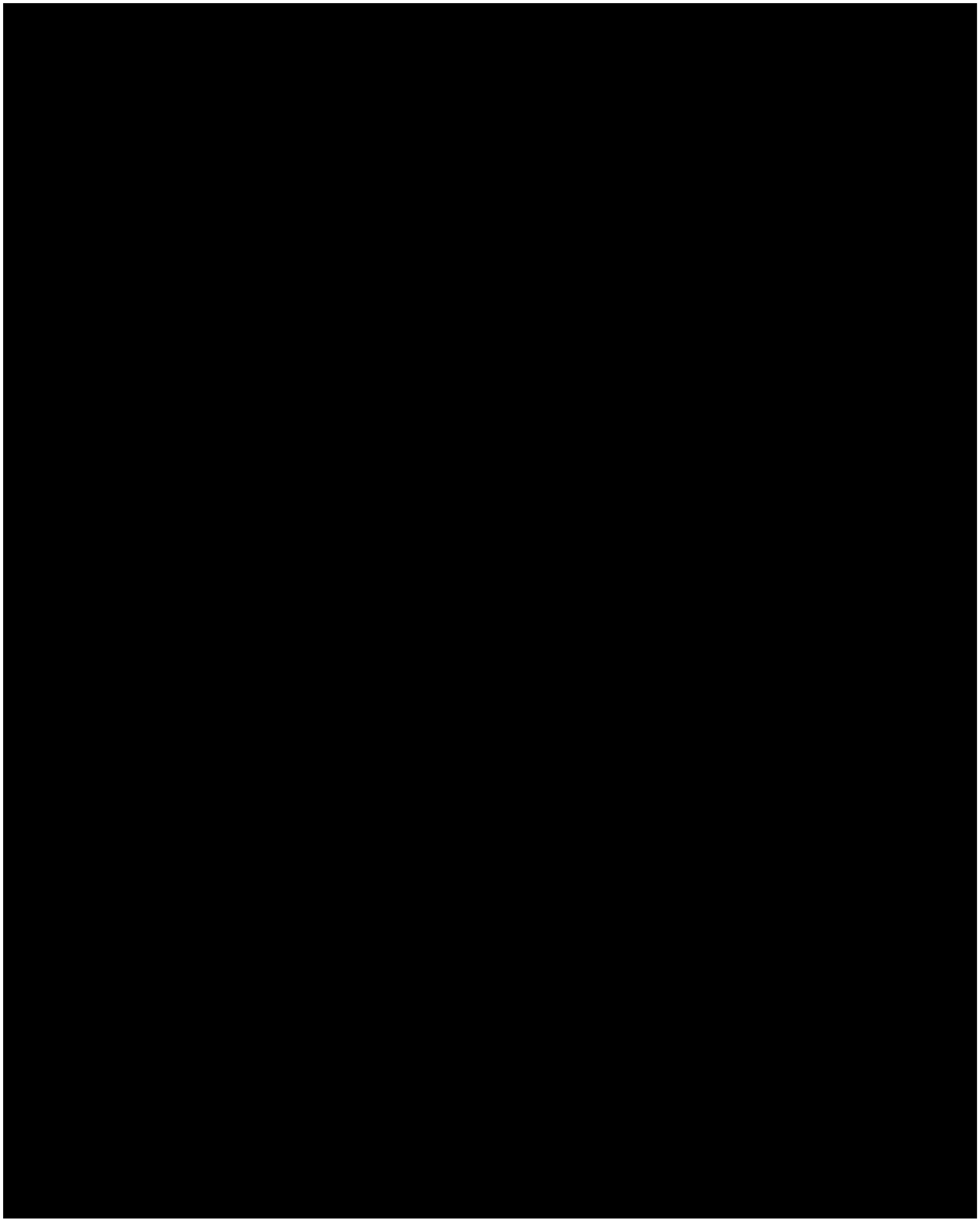
**ADDITIONAL INFORMATION:** If your symptoms do not improve within a few days or if they become worse, check with your doctor. DO NOT SHARE THIS MEDICINE with others for whom it was not prescribed. DO NOT USE THIS MEDICINE for other health conditions. KEEP THIS MEDICINE out of the reach of children.

You may report side effects to FDA at 1-800-FDA-1088.

Do not flush unused medications or pour down a sink or drain.

WIC# 957918

**KEEP OUT OF REACH OF CHILDREN: STORE IN SAFETY CONTAINER OR SECURE AREA**



| RESPONSIBLE PARTY | ACCOUNT # | BILL DATE |
|---|---|---|
| PAUL DULBERG | 235130-MRIG | 08-10-2011 |

MCHENRY RADIOLOGISTS IMAGING ASSOCIA
P.O. BOX 220
MCHENRY, IL 60051-0220

COPY

PAUL DULBERG
4606 HAYDEN CT
MCHENRY, IL 60051

| DOS | Patient | Physician | Phys Tax ID | Charge Description | ICD9 | Amt | Patient Pmt | Adj | Bal |
|---|---|---|---|---|---|---|---|---|---|
| 06-28-2011 | DULBERG, PAUL | 18-KENNARD, MD, DONALD | 363907435 | 73090 - X-RAY EXAM OF FOREARM | 881.00 | 50.00 | 50.00 | 0.00 | 0.00 |

**Account Balance** **$0.00**

FOR BILLING QUESTIONS PLEASE CALL (815) 759-0800

Account Number: 235130-MRIG



MAHRE

031037 038300 005268L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.
CHECK CARD USING FOR PAYMENT
☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 08/31/11 | 930.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESS CORRECTION REQUESTED

REMIT TO:

PAUL DULBERG
4606 HAYDEN COURT
MCHENRY, IL 60051

667

COPY

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMEN

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 072811 | PAUL | INITIAL OFFICE EVALUATION | 225.00 | 0.00 | 225.00 | 0.00 |
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 081011 | PAUL | PATIENT PAYMENT | -90.00 | | | |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 930.00 | 0.00 | 0.00 | 0.00 | 0.00 | 930.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 930.00

Date: 08-10-11 ASSOCIATED NEUROLOGY SC Page: 1
Time: 13:41:40 Patient History (Applied View)

Chart #18062 SSN# ASSOCIATED NEUROLOGY SC
DULBERG, PAUL DOB 03-19-70 1900 HOLLISTER DRIVE
4606 HAYDEN COURT SUITE 250
From 07/28/11
MCHENRY, IL 60051 To 08/10/11 LIBERTYVILLE, IL 60048
Home-(847) 497-4250 Office-(815 Practice-(847) 549-0055

COPY

| T | Date | Code | Prov | Chg Amount | R | IB | Balance | Fam.Bal | Ins.Bal | Carr |
|---|---|---|---|---|---|---|---|---|---|---|
| | Check # | Procedure Description | | Pay/Cr | | | | | | PaySrc |
| | | INITIAL OFFICE EVALUATION | | | | | | | | |
| C | 07-28-11 | 99203 | KFL | 225.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-28-11 | PPCASH | KFL | -135.00 | N | | | | | PATNT |
| P | 08-10-11 | PPCREDITCD | KFL | -90.00 | N | | | | | PATNT |

| | Charges | Receipts | Debits | Credits | Balance |
|---|---|---|---|---|---|
| Patient: | 225.00 | -225.00 | 0.00 | 0.00 | 0.00 |
| Insurance: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS: | 225.00 | -225.00 | 0.00 | 0.00 | 0.00 |

Date: 07-28-11 ASSOCIATED NEUROLOGY SC Page: 1
Time: 12:36:39 Patient History (Applied View)

Chart #18062 SSN# ASSOCIATED NEUROLOGY SC
DULBERG, PAUL DOB 03-19-70 1900 HOLLISTER DRIVE
4606 HAYDEN COURT From SUITE 250
MCHENRY, IL 60051 To 07/28/11 LIBERTYVILLE, IL 60048
Home-(847) 497-4250 Office-(815 Practice-(847) 549-0055

COPY

| T | Date | Code / Procedure Description | Prov | Chg Amount | R | IB | Balance | Fam.Bal | Ins.Bal | Carr |
|---|---|---|---|---|---|---|---|---|---|---|
| | Check # | | | Pay/Cr | | | | | | PaySrc |
| | | INITIAL OFFICE EVALUATION | | | | | | | | |
| C | 07-28-11 | 99203 | KFL | 225.00 | N | NN | 90.00 | 90.00 | 0.00 | |
| P | 07-28-11 | PPCASH | KFL | -135.00 | N | | | | | PATNT |

| | Charges | Receipts | Debits | Credits | Balance |
|---|---|---|---|---|---|
| Patient: | 225.00 | -135.00 | 0.00 | 0.00 | 90.00 |
| Insurance: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS: | 225.00 | -135.00 | 0.00 | 0.00 | 90.00 |

COPY

ASSOCIATED NEUROLOGY S C
1900 Hollister Drive, Suite 250
Libertyville IL 60048
(847) 549-0055

COPY

| | |
|---|---|
| TRANSACTION TYPE: | SALE |
| VISA | XXXX XXXX XXXX 8849 |
| TRANSACTION ID: | 129669656 |
| APPROVAL CODE: | 001906 |
| DATE: | 08/10/11 01:37:46 |
| INVOICE NO: | 081011 |
| SALE AMOUNT: | $90.00 |

X----------

PAUL DULBERG

CARDHOLDER WILL AGREE TO PAY
TOTAL AMOUNT ACCORDING TO
CARD ISSUER AGREEMENT

MORAINE EMERGENCY PHYSICIANS
PO BOX 8759
PHILADELPHIA, PA 19101-8759

## STATEMENT OF ACCOUNT (2)

Statement Date: August 18, 2011

**ACCOUNT NUMBER: MNI711179003233**

**Patient Name: PAUL R DULBERG**

Tax ID #: 75-2896896
Account Balance: $1,346.00
Amount Pending Insurance: $0.00
Amount Due From Patient (Current): $0.00
Amount Due From Patient (Past Due): $1,346.00

**Pay This Amount: $1,346.00**

131409-0711179003233-05
#BWNJFDB
#00000MNI11606478#
PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

HH017893

**COPY**

**YOUR ACCOUNT IS PAST DUE! PLEASE REMIT PAYMENT PROMPTLY. THANK YOU. Please refer to coupon below for payment instructions.**

**Pay your bill securely online anytime at www.MyMedicalPayments.com**

| Date | # | Description | Charge | Paid By First Ins. | Paid By Other Ins. | Paid By Patient | Amount Adjusted | Due From Insurance | PATIENT BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 06/28/11 | 1 | 99283-25 EMERG INJURY EVAL & MGMT-LVL 3<br>DX:880.03 DR. FORD/CENTEGRA HOSPITAL MCHENRY | $537.00 | | | | | | $537.00 |
| 06/28/11 | 2 | 12004 WOUND REP 7.6-12.5CM SCALP ETC<br>DX:880.03 DR. FORD/CENTEGRA HOSPITAL MCHENRY | $809.00 | | | | | | $809.00 |
| | | THIS STATEMENT MAY NOT REFLECT ANY PAYMENTS YOU MADE AT TIME OF SERVICE. | | | | | | | |
| | | ***TOTALS:*** | $1,346.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,346.00 |

## *Important Messages:*

This statement is for the direct treatment and/or supervision of care you recently received from an Emergency Physician at Centegra Hospital McHenry. The fees for this private physician are billed separately from any hospital charges or other professional fees for which you may also be responsible. Therefore, should you receive a bill from the hospital or other physicians for charges in connection with this visit, it will not include the items listed on this statement.

**"Payment Plans" Accepted**
**Questions about this statement?/Llame de Lunes a Viernes?**
**Call 1-800-355-2470 Monday through Friday 9:30AM - 4:00PM.**
**Your automated system access code is 0230-711179003233, or you can send email to billing_questions@emcare.com.**

95213-R1-13619 **Please detach and return bottom portion with your remittance.**

PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

YOU MAY PAY THIS BILL WITH YOUR CREDIT CARD
PLEASE SEE REVERSE SIDE.

**Make Check/Money Order payable to:**

MORAINE EMERGENCY PHYSICIANS
PO BOX 8759
PHILADELPHIA, PA 19101-8759

## STATEMENT OF ACCOUNT

Statement Date: August 18, 2011

**ACCOUNT NUMBER: MNI711179003233**

**Patient Name: PAUL R DULBERG**

**Payment Due By: PAST DUE**
**Amount Due: $1,346.00**
**Amount Enclosed:**

Go Green - pay online at
**www.MyMedicalPayments.com**
PROMPT PAY DISCOUNTED
BALANCE : $ 807.60

Insurance information not on file

**40% Discount Offer**
In consideration of your uninsured status, we are willing to extend a 40% prompt pay discount.

☐ If your address has changed, check this box. and complete the reverse side of this form

13140907111790032330013460000000000000006

POP 000734

CentegraHealthSystem
Centegra Northern Illinois Medical Center
P.O. Box 1447
Woodstock, IL 60098

COPY

STATEMENT

RESPONSIBLE PARTY: Centegra Northern Illinois Medical Cente
P.O. BOX 1447
WOODSTOCK, IL 60098

PAUL R DULBERG
4606 Hayden Ct
McHenry IL 60051-7918

1

| STATEMENT DATE | ACCOUNT NUMBER |
|---|---|
| 08/05/11 | B1117900323 |
| PATIENT NAME | |
| PAUL R DULBERG | |



☐ Please check if above address is incorrect and indicate change on reverse side.

Dear PAUL R DULBERG:

In reviewing this account, there continues to be a balance. You do not owe this balance at this time; however, we do require your assistance. Before we can bill your health insurance, Medicare Law requires we receive either a denial or payment from another party or insurance related to this accident. Please contact Centegra to provide claim information for the other party(s) if you have not provided it previously. Otherwise please contact the insurance carrier(s) for a denial or payment. If you have any further questions or to provide an update, please contact your Centegra Customer Service Representative at 815-338-2544, Monday - Friday after 8:00am. Thank you for your assistance.

REFER TO THE NUMBER BELOW WHEN CALLING CENTEGRA ABOUT YOUR ACCOUNT.

| Account # | Patient Name | Admit Dt | Dischg Dt | |
|---|---|---|---|---|
| B1117900323 | PAUL R DULBERG | 06/28/11 | 06/28/11 | EDB LI |
| | Account Balance | | 1,323.75 | |

*We commit to serving with genuine respect, passionate caring and a joyful spirit.*

CentegraHealthSystem
Centegra Northern Illinois Medical Center
P.O. Box 1447
Woodstock, IL 60098

**STATEMENT**

RESPONSIBLE PARTY: Centegra Northern Illinois Medical Cente
P.O. BOX 1447
WOODSTOCK, IL 60098

PAUL R DULBERG
4606 Hayden Ct
McHenry IL 60051-7918

2

**COPY**

| STATEMENT DATE | ACCOUNT NUMBER |
|---|---|
| 09/04/11 | **B1117900323** |
| PATIENT NAME | |
| **PAUL R DULBERG** | |



☐ Please check if above address is incorrect and indicate change on reverse side.

Dear PAUL R DULBERG:

In reviewing this account, there continues to be a balance. You do not owe this balance at this time; however, we do require your assistance. Before we can bill your health insurance, Medicare Law requires we receive either a denial or payment from another party or insurance related to this accident. Please contact Centegra to provide claim information for the other party(s) if you have not provided it previously. Otherwise please contact the insurance carrier(s) for a denial or payment. If you have any further questions or to provide an update, please contact your Centegra Customer Service Representative at 815-338-2544, Monday - Friday after 8:00am. Thank you for your assistance.

REFER TO THE NUMBER BELOW WHEN CALLING CENTEGRA ABOUT YOUR ACCOUNT.

| Account # | Patient Name | Admit Dt | Dischg Dt | |
|---|---|---|---|---|
| B1117900323 | PAUL R DULBERG | 06/28/11 | 06/28/11 | EDB LI |
| | Account Balance | | 1,323.75 | |

*We commit to serving with genuine respect, passionate caring and a joyful spirit.*

F/C:L

**CentegraHealthSystem**

**Centegra Northern Illinois Medical Center**
**P.O. Box 1447**
**Woodstock, IL 60098**

| PATIENT NAME | | ACCOUNT NO. | |
|---|---|---|---|
| **DULBERG,PAUL R** | | **B11179-00323** | |
| ADMIT. DATE | DISCH. DATE | PAGE | DATE |
| 06/28/11 | 06/28/11 | 1 | 07/02/11 |

## SUMMARY OF CHARGES

RESPONSIBLE PARTY:

PAUL R DULBERG
4606 Hayden Ct
McHenry IL 60051-7918

1

**DOCTOR**
APIWAT W FORD
**INSURANCE COMPANY**
PAUL DULBERG/ACCIDENT

99999 999999999

**COPY**

| DESCRIPTION | CHARGES |
|---|---|
| PHARMACY | 53.00 |
| PHARMACY IV SOLUTIONS | 184.00 |
| STERILE SUPPLIES | 125.00 |
| RADIOLOGY | 225.00 |
| EMERGENCY DEPARTMENT | 581.25 |
| QUANTIFIED DRUGS | 155.50 |
| TOTAL CHARGES | 1,323.75 |

It was a pleasure for Centegra Health System to serve you. Centegra has billed your health insurance company. Your claim should be processed and paid in approximately 45 days. Please contact our Customer Service Team at **815-338-2544** if you have any questions.

***REFER TO THE TOTAL CHARGES ON THIS PATIENT BILL WHEN CONTACTING INSURANCE***

**TOTAL CHARGES** 1,323.75

OPEN ADVANCED MRI OF ROUND LAKE, LLC
DEPT 4725
CAROL STREAM, IL 60122
(800)383-1656
TAX ID:541835097

Responsible party:
DULBERG, PAUL
4606 HAYDEN CT
MCHENRY, IL 60051

Patient:
Acct #: 1122
DULBERG,PAUL
4606 HAYDEN CT
MCHENRY,IL 60051

| Srvc. Date / Modifier(s) | Procedure Description / Diagnosis Code(s) | Location | Charge | Balance | Physician |
|---|---|---|---|---|---|
| 02/03/2012 | 73220 - MRI UPPR EXTREMITY W/O<br>959.3, 729.5 | 5 - RLK | $1,510.00 | $0.00 | PREDEY, THOMAS |
| Payment Information<br>Insurance Payment (436 - MEDCHEX): 02/23/2012 of $800.00 Adjustment: $710.00 | | | | | |
| 02/03/2012 | A9579 - INJECTION GADOLINIUM-B<br>959.3, 729.5 | 5 - RLK | $75.00 | $0.00 | PREDEY, THOMAS |
| Payment Information<br>Insurance Payment (436 - MEDCHEX): 02/23/2012 of $0.00 Adjustment: $75.00 | | | | | |

TOTAL BALANCE: $0.00
Print Date: 08/17/2012

$3390.00

866-959-1100

1500

# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

MEDCHEX
PO BOX 502
KATOHAH, NY 10536

**COPY**

PICA [x] [x] [x] — PICA [x] [x] [x]

1. MEDICARE [ ] (Medicare #) MEDICAID [ ] (Medicaid #) TRICARE CHAMPUS [ ] (Sponsor's SSN) CHAMPVA [ ] (Member I.D. #) GROUP HEALTH PLAN [ ] (SSN or ID) FECA BLK LUNG [ ] (SSN) OTHER [X] (ID)

1a. INSURED'S I.D. NUMBER (For Program in Item 1): 265065

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): Dulberg, Paul

3. PATIENT'S BIRTH DATE: MM 3 DD 19 YY 1970 SEX: M [ ] F [ ]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): Dulberg, Paul

5. PATIENT'S ADDRESS (No., Street): 46 Hayden Ct

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): 46 Hayden Ct

CITY: Mchenry STATE: IL

8. PATIENT STATUS: Single [ ] Married [ ] Other [X] Employed [ ] Full-Time Student [ ] Part-Time Student [ ]

CITY: Mchenry STATE: IL

ZIP CODE: 60051 TELEPHONE (Include Area Code):

ZIP CODE: 60051 TELEPHONE (INCLUDE AREA CODE):

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial):

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER:

a. OTHER INSURED'S POLICY OR GROUP NUMBER:

a. EMPLOYMENT? (CURRENT OR PREVIOUS) Yes [ ] No [X]

a. INSURED'S DATE OF BIRTH: MM 3 DD 19 YY 1970 SEX: M [ ] F [ ]

b. OTHER INSURED'S DATE OF BIRTH: MM DD YY SEX: M [ ] F [ ]

b. AUTO ACCIDENT? Yes [ ] No [X] PLACE (State):

b. EMPLOYER'S NAME OR SCHOOL NAME:

c. EMPLOYER'S NAME OR SCHOOL NAME:

c. OTHER ACCIDENT? Yes [X] No [ ]

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEDCHEX BILLING PROGRAM

d. INSURANCE PLAN NAME OR PROGRAM NAME:

10d. RESERVED FOR LOCAL USE

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? Yes [ ] No [X] If yes, return to and complete item 9 a-d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 2/3/2012

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT: ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP) MM 6 DD 28 YY 2011

15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS, GIVE FIRST DATE MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY

17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE: Karen Levin MD

17a

17b NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO MM DD YY

19. RESERVED FOR LOCAL USE

20. OUTSIDE LAB? Yes [ ] No [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. (RELATED ITEMS 1, 2,3 OR 4 TO ITEM 24E BY LINE)
1. 3.
2 4

22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

| 24. A. DATE(S) OF SERVICE From MM | DD | YY | To MM | DD | YY | B. PLACE OF SERVICE | C. EMG | D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS | MODIFIER | E. DIAGNOSIS POINTER | F. $ CHARGES | G. DAYS OR UNITS | H. EPSDT Family Plan | I. ID. QUAL | J. RENDERING PROVIDER ID. # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 3 2012 | 2 3 2012 | 11 | | 73220 | | | | | 3390 00 | 1 | | NPI | |
| 2 | | | | | | | | | | | | | NPI | |
| 3 | | | | | | | | | | | | | NPI | |
| 4 | | | | | | | | | | | | | NPI | |
| 5 | | | | | | | | | | | | | NPI | |
| 6 | | | | | | | | | | | | | NPI | |

25. FEDERAL TAX I.D. NUMBER SSN [ ] EIN [X]: 134214889

26. PATIENT'S ACCOUNT NO.: 265065

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] NO [ ]

28. TOTAL CHARGE: $ 3390 00

29. AMOUNT PAID: $ 00 00

30. BALANCE DUE: $ 3390 00

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof)
MedChex
SIGNED jtorres DATE: 2/8/2012

32. SERVICE FACILITY LOCATION INFORMATION
Open Advanced MRI of Round Lake, LLC
720 East Rollins Road
Round Lake Beach, Illinois 60073
a. b.

33. BILLING PROVIDER INFO & PH #
MEDCHEX
PO BOX 502
KATOHAH, NY 10536
(866) 959-1100
a. b.

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org

APPROVED OMB-0938-0999 FORM CMS-1500 (08/05)

031037 038300 004448L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 07/31/11 | 90.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT
548 MCHENRY, IL 60051

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048

COPY

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 072811 | PAUL | INITIAL OFFICE EVALUATION | 225.00 | 0.00 | 135.00 | 90.00 |
| 072811 | PAUL | PATIENT PAYMENT | -135.00 | | | |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS: (847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 90.00 | 0.00 | 0.00 | 0.00 | 0.00 | 90.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 90.00

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 10/31/11 | 930.00 | 19316 |

SHOW AMOUNT PAID HERE $

**ADDRESSEE:**

PAUL DULBERG
4606 HAYDEN COURT
MCHENRY, IL 60051

172

**REMIT TO:**

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048

COPY

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

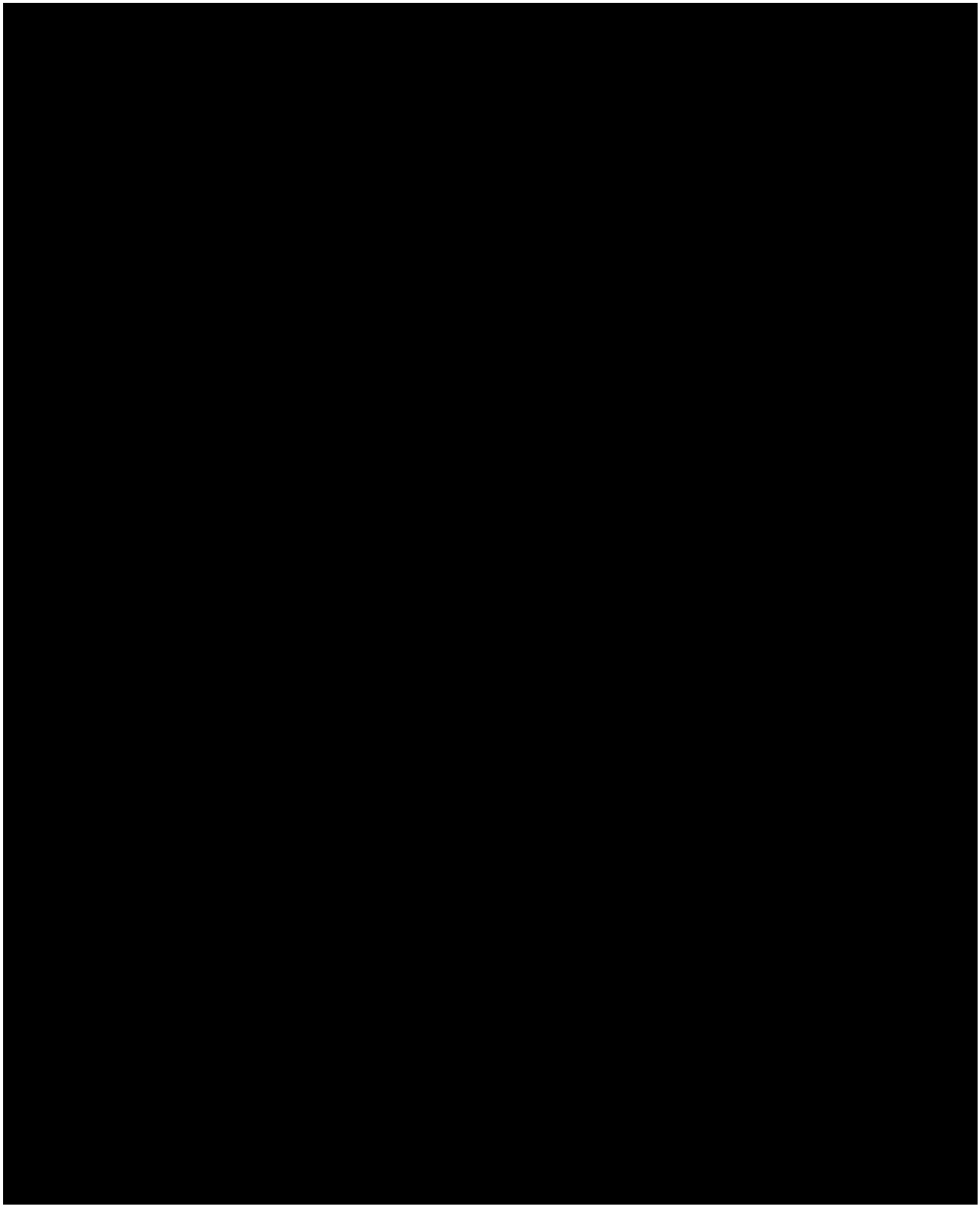
ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

YOUR ACCOUNT IS PAST DUE PLEASE PAY AMOU NT DUE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 930.00 | 0.00 | 0.00 | 930.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 930.00



HAND SURGERY ASSOCIATE S C /Dr. Sagerman & Dr. Biafora
37400 EAGLE WAY

CHICAGO, IL 60678-1374
847 956 0099

COPY

[CQFMAIN] Inquiry
Date 07/18/2012
Time 3:11p
User TPAM03


Patient Name: PAUL DULBERG
Patient #: 19877
DOB: 03/19/1970
Death Date: 00/00/0000
Age: 42 Sex: M
SSN: 323-76-4001

Date Registered: 03/26/1996

Resp Party: PAUL DULBERG
Bill To #: 19877

Dr #: 4 SCOTT D SAGERMAN
RDr #: 794 MITCHELL S GROBMAN MD
Patient Type: 877 S/P W INS PAYMENT PLAN
Bill Cycle: 1 A-F
Credit Status: 0

Patient E-mail:
Responsible Party E-mail:

Balances

| | |
|---|---|
| 0 - 30: | .00 |
| 31 - 60: | .00 |
| 61 - 90: | .00 |
| 91 - 120: | .00 |
| 121 - 150: | .00 |
| 151+ : | .00 |
| Total Balance: | .00 |
| - Pending: | .00 |
| = Patient Balance: | .00 |
| Budget Due: | .00 |
| Non-budget Due: | .00 |
| Total Due: | .00 |
| Budget Balance: | .00 |
| Budget Payment: | .00 |

Responsible Party Address:
4606 HAYDEN CT

MCHENRY, IL 60050
H/Ph #: 815-497-4250 M/Ph #: 000-0000
W/Ph #: 815-675-2321

Patient Address:
4606 HAYDEN CT

MCHENRY, IL 60050
H/Ph #: 000-0000 M/Ph #: 000-0000
W/Ph #: 000-0000

Last Transactions:

| | | |
|---|---|---|
| Charge: | 02/27/2012 | 28.58 |
| Personal: | 02/21/2012 | 28.58 |
| Insurance: | 09/05/2006 | .00 |

Location: 4 HSA VH

Billing History: 11/30/2004 10/18/2004
09/20/2004 08/09/2004

## Current Coverages

1 2738 PRINCIPAL FINAN
PO BOX 39710

COLORADO SPRING CO 80949-3910
Phone 1: 800 533 5044 Ext:
Subscriber ID: 323764001
Patient ID:
Employer: INTERMATIC INC
INTERMATIC PLAZA
SPRING GROVE IL 60081

Subscriber: PAUL DULBERG
Sex: M DOB: 03/19/1970 Pat/Sub: 1
SSN: 323-76-4001 Send Claim to: I BA: Y
Effective: 00/00/0000 thru 00/00/0000
Phone 2:
N331363-1

## Scheduled Appointments

** No scheduled appointments found **

## Debit mode details

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 03/26/1996 | 40529U | 2/ | 4 S SAGERMAN | 11 ABMC OP | 178.00 | 178.00 |

| Cov# | Claim# | Ins Co# | Name | Filed | Refiled | BA | PB | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 405291 | 450 | FEDERATED INS OF IN | 03/26/1996 | 04/08/1996 | Y | N | Paid |

| Dates of Service | Proc | Desc | Mod | Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|---|
| 03/19/1996-03/19/1996 | 99242 | CONSUL O/OP | | | YYY | 1.00 | 142.00 | 142.00 |

03/19/1996-03/19/1996 73130 XRAY HAND 3V 26 YYY 1.00 36.00 36.00

| Post Date | Receipt# | Cov# | Transaction Type | | Amount | Applied |
|---|---|---|---|---|---|---|
| 05/06/1996 | 56582U | 1 | 2000450 | PAYMENT FEDERATED INSURANCE | 165.54 | 165.54- |
| 05/06/1996 | 56583U | 1 | 4000450 | WRITE-OFF FEDERATED INSURANCE | 12.46 | 12.46- |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | 165.54 | 12.46 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | 165.54 | 12.46 | | | | |

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Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# | Name | Loc# | Name | Orig Pend | Total |
|---|---|---|---|---|---|---|---|---|
| 09/16/2003 | 246171U | 23/ | 4 | S SAGERMAN | 4 | HSA VH | 335.00 | 335.00 |

| Cov# | Claim# | Ins Co# | Name | Filed | Refiled | BA | PB Status |
|---|---|---|---|---|---|---|---|
| 1 | 2461711 | 2738 | PRINCIPAL FINANCIAL | 10/17/2003 | | Y | N Paid |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 09/11/2003-09/11/2003 | 99204 | NP O/OP COM | 354.2 | YYY | 1.00 | 209.00 | 209.00 |
| 09/11/2003-09/11/2003 | 73080 | XRAY E C | 354.2 | YYY | 1.00 | 126.00 | 126.00 |

| Post Date | Receipt# | Cov# | Transaction Type | | Amount | Applied |
|---|---|---|---|---|---|---|
| 10/15/2003 | 485459U | 1 | 2999999 | PAYMENT PRINCIPAL FINANCIALc# 246 | 226.80 | 226.80- |
| 01/08/2004 | 496498U | 1 | 2002738 | DENIED PRINCIPAL FINANCIAL c# 246 | .00 | .00 |
| 01/20/2004 | 497835U | | 1000003 | R# NNNN CREDIT CARD PAYMENT | 1,135.81 | 108.20- |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | 226.80 | .00 | Personal Paid: | 108.20 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | 226.80 | .00 | | | | |

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Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# | Name | Loc# | Name | Orig Pend | Total |
|---|---|---|---|---|---|---|---|---|
| 10/31/2003 | 247035U | 24/ | 4 | S SAGERMAN | 4 | HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 10/30/2003-10/30/2003 | 99024 | POSTOP GLOBA | V58.3 | YYY | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

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Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# | Name | Loc# | Name | Orig Pend | Total |
|---|---|---|---|---|---|---|---|---|
| 10/31/2003 | 247034U | 45/ | 4 | S SAGERMAN | 35 | LAKE FORE | 3,337.61 | 3,337.61 |

| Cov# | Claim# | Ins Co# | Name | Filed | Refiled | BA | PB Status |
|---|---|---|---|---|---|---|---|
| 1 | 2470341 | 2738 | PRINCIPAL FINANCIAL | 10/31/2003 | | Y | N Paid |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 10/28/2003-10/28/2003 | 64718 | NEUROPLA U N | 2 354.2 | YYY | 1.00 | 3,337.61 | 3,337.61 |
| 10/28/2003-10/28/2003 | | SX CASE COUN | 354.2 | NNN | 1.00 | .00 | .00 |

| Post Date | Receipt# | Cov# | Transaction Type | | Amount | Applied |
|---|---|---|---|---|---|---|
| 12/10/2003 | 493196U | 1 | 2999999 | PAYMENT PRINCIPAL FINANCIALc# 247 | 2,310.00 | 2,310.00- |
| 12/10/2003 | 493197U | 1 | 9000101 | Co-ins 1,027.61 | .00 | .00 |
| 01/20/2004 | 497835U | | 1000003 | R# NNNN CREDIT CARD PAYMENT | 1,135.81 | 1,027.61- |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | 2,310.00 | .00 | Personal Paid: | 1,027.61 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | 2,310.00 | .00 | | | | |

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Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# | Name | Loc# | Name | Orig Pend | Total |
|---|---|---|---|---|---|---|---|---|
| 11/07/2003 | 249550U | 24/ | 4 | S SAGERMAN | 4 | HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 11/06/2003-11/06/2003 | 99024 | POSTOP GLOBA | V58.3 | YYY | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | | .00 |
| Ins Total: | .00 | .00 | | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 12/08/2003 | 250018U | 22/ | 4 S SAGERMAN | 4 HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 12/04/2003-12/04/2003 | 99024 | POSTOP GLOBA | V58.3 | YYY | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 01/09/2004 | 251705U | 21/ecm005 | 4 S SAGERMAN | 4 HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 01/08/2004-01/08/2004 | | NO SHOW | | NNN | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 01/16/2004 | 253708U | 12/informix | 4 S SAGERMAN | 4 HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 01/15/2004-01/15/2004 | 99024 | POSTOP GLOBA | V66.0 | YYY | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 01/19/2004 | 254311U | 13/informix | 4 S SAGERMAN | 4 HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 01/19/2004-01/19/2004 | 99024 | POSTOP GLOBA | V58.4 | YYY | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 03/15/2004 | 255770U | 23/ecm005 | 3 J RUDER | 4 HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 03/15/2004-03/15/2004 | 99024 | POSTOP GLOBA | V58.4 | YYY | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 03/19/2004 | 257932U | 14/informix | 4 S SAGERMAN | 4 HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|
| 03/18/2004-03/18/2004 | 99024 | POSTOP GLOBA | V58.3 | YYY | 1.00 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 04/06/2004 | 255744U | 21/ecm005 | 3 J RUDER | 20 NORTHWEST | 834.40 | 834.40 |

| Cov# | Claim# | Ins Co# | Name | Filed | Refiled | BA | PB | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 2557441 | 2738 | PRINCIPAL FINANCIAL | 04/06/2004 | 07/13/2004 | Y | N | Paid |

| Dates of Service | Proc | Desc | Mod | Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|---|
| 03/10/2004-03/10/2004 | 64718 | NEUROPLASTY | 80 | 354.2 | YYY | 1.00 | 834.40 | 834.40 |

| Post Date | Receipt# | Cov# | Transaction Type | Amount | Applied |
|---|---|---|---|---|---|
| 08/13/2004 | 530503U | | 3000023 ADJ ASST SX NON-PAYABLE LIST | 834.40 | 834.40- |
| 09/05/2006 | 666737U | 1 | 2002738 DENIED PRINCIPAL FINANCIAL c# 255 | .00 | .00 |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | 834.40 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 04/06/2004 | 255743U | 21/ecm005 | 4 S SAGERMAN | 20 NORTHWEST | 4,932.19 | 4,932.19 |

| Cov# | Claim# | Ins Co# | Name | Filed | Refiled | BA | PB | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 2557431 | 2738 | PRINCIPAL FINANCIAL | 04/06/2004 | 07/13/2004 | Y | N | Paid |

| Dates of Service | Proc | Desc | Mod | Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|---|
| 03/10/2004-03/10/2004 | 64718 | NEUROPLA U N | 2 | 354.2 | YYY | 1.00 | 3,337.61 | 3,337.61 |
| 03/10/2004-03/10/2004 | 24305 | TENDON LENGT | 59 | 354.2 | YYY | 1.00 | 1,594.58 | 1,594.58 |
| 03/10/2004-03/10/2004 | | SX CASE COUN | | 354.2 | NNN | 1.00 | .00 | .00 |

| Post Date | Receipt# | Cov# | Transaction Type | Amount | Applied |
|---|---|---|---|---|---|
| 08/13/2004 | 530268U | 1 | 2002738 PMT PRINCIPAL FINANCIAL GROUP | 2,761.50 | 2,761.50- |
| 09/10/2004 | 535195U | | 3000017 ADJ NEGOGIATED | 987.19 | 987.19- |
| 11/04/2004 | 544002U | | 1000002 R# MAIL C# 1377 PERSONAL CHECK PAYM | 50.00 | 50.00- |
| 11/24/2004 | 547307U | | 1000002 R# MAIL C# 1385 PERSONAL CHECK PAY | 50.00 | 50.00- |
| 12/30/2004 | 552507U | | 1000002 R# MAIL C# 1397 PERSONAL CHECK PAYM | 1,083.50 | 1,083.50- |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | 2,761.50 | .00 | Personal Paid: | 1,183.50 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | 987.19 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | 2,761.50 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 04/09/2004 | 258214U | 14/informix | 4 S SAGERMAN | 4 HSA VH | 8.50 | 8.50 |

| Cov# | Claim# | Ins Co# | Name | Filed | Refiled | BA | PB | Status |
|---|---|---|---|---|---|---|---|---|
| 1 | 2582141 | 2738 | PRINCIPAL FINANCIAL | 04/12/2004 | | Y | N | Paid |

| Dates of Service | Proc | Desc | Mod | Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|---|
| 04/08/2004-04/08/2004 | 99024 | POSTOP GLOBA | | V58.4 | YYY | 1.00 | .00 | .00 |
| 04/08/2004-04/08/2004 | 99070 | SUP ELB PROT | | V58.4 | YYY | 1.00 | 8.50 | 8.50 |

| Post Date | Receipt# | Cov# | Transaction Type | Amount | Applied |
|---|---|---|---|---|---|
| 05/11/2004 | 514596U | 1 | 2002738 PMT PRINCIPAL FINANCIAL GROUP | 5.95 | 5.95- |
| 09/02/2004 | 533965U | | 1000002 R# MAIL C# 1318 PERSONAL CHECK PAY | 2.55 | 2.55- |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | 5.95 | .00 | Personal Paid: | 2.55 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | 5.95 | .00 | | | | |

Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# Name | Loc# Name | Orig Pend | Total |
|---|---|---|---|---|---|---|
| 05/06/2004 | 259460U | 74/jrs004 | 4 S SAGERMAN | 4 HSA VH | .00 | .00 |

| Dates of Service | Proc | Desc | Mod | Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|---|

05/06/2004-05/06/2004 99024 POSTOP GLOBA V58.49 YYY 1.00 .00 .00

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | .00 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |

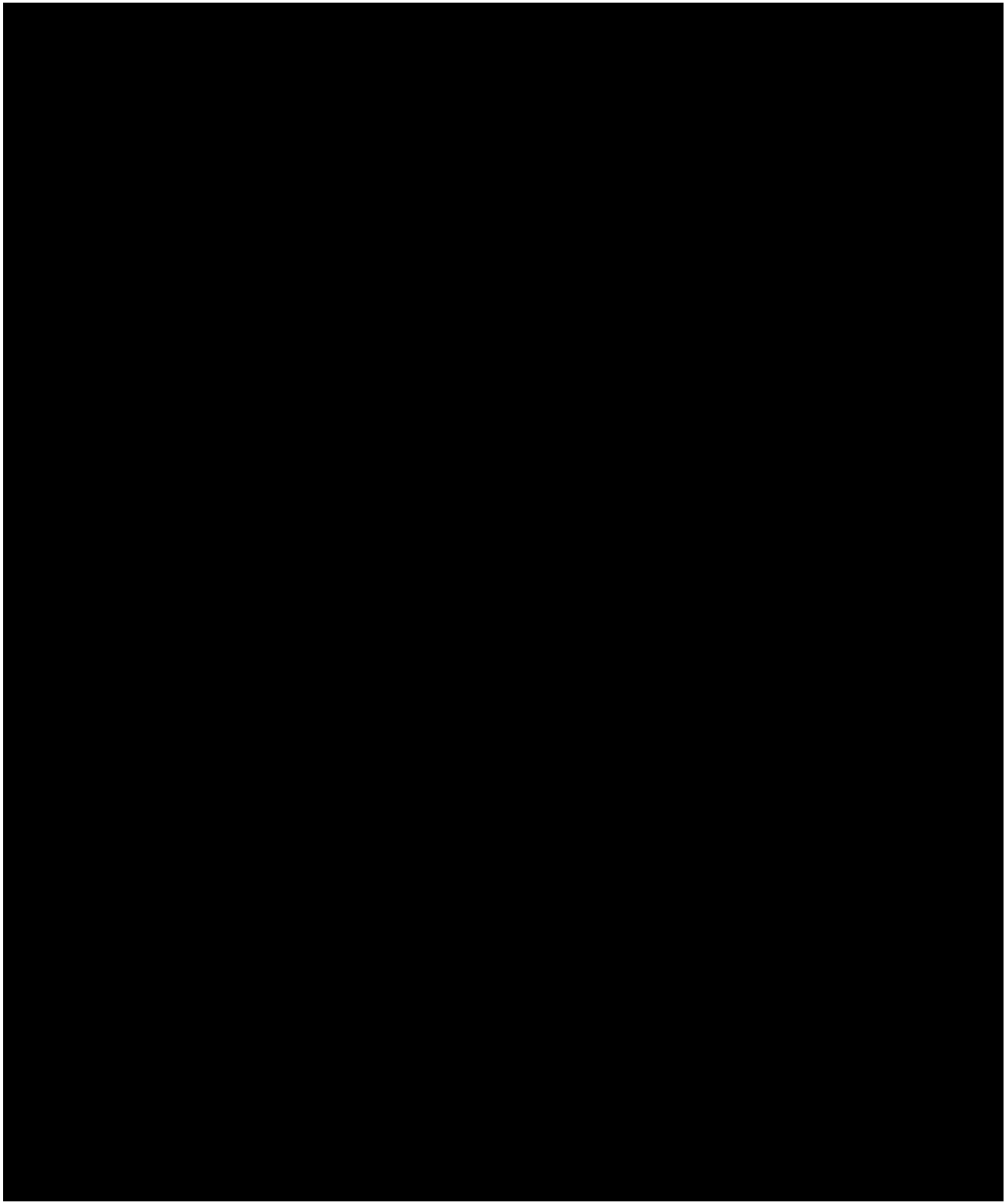
Patient#/Name: 19877 PAUL DULBERG

| Post Date | Debit# | Batch#/User | Dr# | Name | Loc# | Name | Orig Pend | Total |
|---|---|---|---|---|---|---|---|---|
| 02/27/2012 | 417370U | 72/TSAR05 | 4 | S SAGERMAN | 4 | HSA VH | .00 | 28.58 |

| Dates of Service | Proc | Desc | Mod | Diag | PRT | Units | Unit Chg | Line Chg |
|---|---|---|---|---|---|---|---|---|
| 02/27/2012-02/27/2012 | | MED RCD COPY | | | YYY | 1.00 | 28.58 | 28.58 |

| Post Date | Receipt# | Cov# | Transaction Type | Amount | Applied |
|---|---|---|---|---|---|
| 02/21/2012 | 927737U | 1000001 | R# 10177 CASH PAYMENT | 28.58 | 28.58- |

| | Paid | Write-off | | | | |
|---|---|---|---|---|---|---|
| Primary: | .00 | .00 | Personal Paid: | 28.58 | Total Balance: | .00 |
| Secondary: | .00 | .00 | Other Paid: | .00 | Pending: | .00 |
| Tertiary: | .00 | .00 | Pat Paid On Form: | .00 | Patient Balance: | .00 |
| Ins Total: | .00 | .00 | | | | |



Date: 02-03-12 ASSOCIATED NEUROLOGY SC Page: 1
Time: 10:59:07 Patient History (CHARGES ONLY)

COPY

Chart #18062 SSN# ASSOCIATED NEUROLOGY SC
DULBERG, PAUL DOB 03-19-70 1900 [illegible] DRIVE
4606 HAYDEN COURT SUITE 250
From 06/28/11
MCHENRY, IL 60051 To 02/03/12 LIBERTYVILLE, IL 60048
Home-(847) 497-4250 Office-(815 (847) 549-0055

| T | Date | Code | Diagnosis | Prov | AmountR | IB | Paid | Balance/ Susp. | Carr Amt |
|---|---|---|---|---|---|---|---|---|---|
| | Check # | | | | | | | | |
| C | 07-28-11 | 99203 | 782 0 | KFL | 225.00 | N NN | 225.00 | 0.00 | |
| C | 08-10-11 | 95903 | 782 0 | KFL | 540.00 | N NN | 0.00 | 540.00 | |
| C | 08-10-11 | 95904 | 782 0 | KFL | 390.00 | N NN | 0.00 | 390.00 | |
| C | 01-30-12 | 99213 | 782 0 | KFL | 105.00 | N NN | 105.00 | 0.00 | |

| | Charges |
|---|---|
| Patient: | 1260.00 |
| Insurance: | 0.00 |
| TOTALS: | 1260.00 |

Date: 05-07-12 ASSOCIATED NEUROLOGY SC Page: 1
Time: 09:14:20 Patient History (Applied View)

COPY

Chart #18062 SSN# ASSOCIATED NEUROLOGY SC
DULBERG, PAUL DOB 03-19-70 1900 HOLLISTER DRIVE
4606 HAYDEN COURT SUITE 250
From 06/28/11
MCHENRY, IL 60051-7918 To 05/03/12 LIBERTYVILLE, IL 60048-5249
Home-(847) 497-4250 Office-(815 Practice-(847) 549-0055

| T | Date | Code | Prov | Procedure Description / Chg Amount | R | IB | Balance | Fam.Bal | Ins.Bal | Carr / PaySrc |
|---|---|---|---|---|---|---|---|---|---|---|
| | Check # | | | Pay/Cr | | | | | | |
| | | | | INITIAL OFFICE EVALUATION | | | | | | |
| C | 07-28-11 | 99203 | KFL | 225.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-28-11 | PPCASH | KFL | -135.00 | N | | | | | PATNT |
| P | 08-10-11 | PPCREDITCD | KFL | -90.00 | N | | | | | PATNT |
| | | | | MOTOR NCS WITH F WAVE | | | | | | |
| C | 08-10-11 | 95903 | KFL | 540.00 | N | NN | 540.00 | 540.00 | 0.00 | |
| | | | | SENSORY NCS | | | | | | |
| C | 08-10-11 | 95904 | KFL | 390.00 | N | NN | 390.00 | 390.00 | 0.00 | |
| | | | | RETURN OFFICE EVALUATION | | | | | | |
| C | 01-30-12 | 99213 | KFL | 105.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 01-30-12 | PPCREDITCD | KFL | -105.00 | N | | | | | PATNT |
| | | | | RETURN OFFICE EVALUATION | | | | | | |
| C | 02-13-12 | 99212 | KFL | 75.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 02-13-12 | PPCREDITCD | KFL | -75.00 | N | | | | | PATNT |
| | | | | EMG COMPLETE 5+MUSCLES 3+NERVES 4+SPINAL | | | | | | |
| C | 03-13-12 | 95886 | KFL | 485.00 | N | NN | 485.00 | 485.00 | 0.00 | |
| | | | | MOTOR NCS WITH F WAVE | | | | | | |
| C | 03-13-12 | 95903 | KFL | 540.00 | N | NN | 540.00 | 540.00 | 0.00 | |
| | | | | SENSORY NCS | | | | | | |
| C | 03-13-12 | 95904 | KFL | 390.00 | N | NN | 390.00 | 390.00 | 0.00 | |

| | Charges | Receipts | Debits | Credits | Balance |
|---|---|---|---|---|---|
| Patient: | 2750.00 | -405.00 | 0.00 | 0.00 | 2345.00 |
| Insurance: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS: | 2750.00 | -405.00 | 0.00 | 0.00 | 2345.00 |

Thank you for choosing Northwest Community Hospital for your healthcare needs.

| Patient Name | Account Number | Service Date(S) |
|---|---|---|
| Paul Dulberg | 71265382 | 07/09/12 |

| Total Balance | Statement Date | Reference Number |
|---|---|---|
| $6366.00 | 07/16/12 | 237476 |

| Pay This Amount | Due Date |
|---|---|
| $6366.00 | 07/30/12 |

Dear Paul Dulberg,

Thank you for choosing Northwest Community Hospital as your healthcare provider.

This account is now due. Please contact our business office to make payment arrangements or forward a check including your account number on all correspondence.

We are here to assist you in resolving your account.

Please contact a patient representative at 847-618-4747 option 2 so we can work with you to resolve your account.

Thank you for choosing Northwest Community Hospital as your healthcare provider.

Sincerely,

Northwest Community Hospital

This bill is for hospital charges only. You may also receive a bill from a: Radiologist (if you had x-rays), Anesthesiologist (if you had surgery), Pathologist (if you had lab work), Cardiologist (if you had cardio/vascular), and ER Physician (if you had an emergency center visit).

nch Northwest Community Hospital

**Financial Assistance Available 847-618-4542. To pay your bill online, please visit www.nch.org**



XTND100 (QESP)30:T003:000645:001:1000:120716:010751026:XTND_100

nch Northwest Community Hospital

P.O. BOX 48458
OAK PARK MI 48237

ELECTRONIC SERVICE REQUESTED

Billing Questions? Call 847-618-4747 option 2 ● Office Hours: 8:30am - 4:00pm
***Please include your Account Number on your check***

102067006464921

PAUL DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

**IF PAYING BY CREDIT CARD PLEASE COMPLETE THIS SECTION**

☐ VISA ☐ MasterCard ☐ DISCOVER ☐ American Express

| CARD NUMBER | CVV CODE |
|---|---|
| SIGNATURE | EXP. DATE |

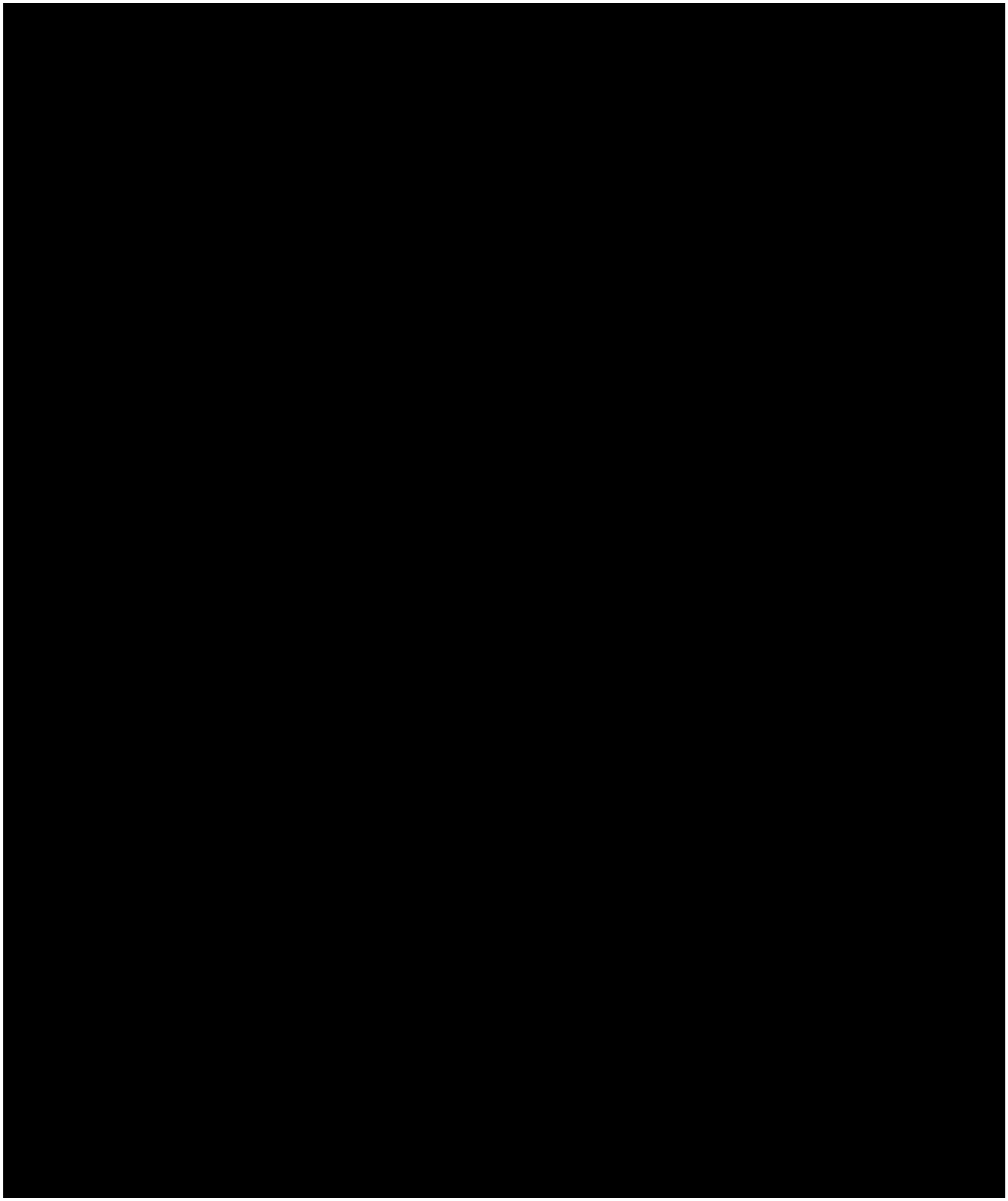
| STATEMENT DATE | DUE DATE | CURRENT AMOUNT DUE |
|---|---|---|
| 07/16/12 | 07/30/12 | $6366.00 |

| ACCOUNT NUMBER | AMOUNT ENCLOSED |
|---|---|
| 71265382 | $ |

Make Check Payable and Remit Payment To:

NORTHWEST COMMUNITY HOSPITAL
25709 NETWORK PLACE
CHICAGO, IL 60673-1257

00007126538252G0DULBERG********PAUL*00006366009



Dr. Sagerman / Dr. Biafora

**Hand Surgery Associates SC**

**515 W Algonquin Road Arlington Heights IL 60005**
**Tel: (847) 956-0099 Fax: (847) 956-0433**

**ACCOUNT INQUIRY** **07/18/2012 2:56 PM**

**Account# 80330**

Guarantor Information:

Paul Dulberg
4606 Hayden
McHenry, IL 60050

Home Tel#: (847) 497-4250
Work Tel#:

Patient Information:
Patient# 80330

Paul Dulberg
4606 Hayden
McHenry, IL 60050

Home Tel#: (847) 497-4250
Work Tel#:

| Payor | Current | 31-60 Days | 61-90 Days | Over 90 | Balance |
|---|---|---|---|---|---|
| Self | $171.00 | $206.00 | $96.00 | $0.00 | $473.00 |
| Insur | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Collect | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | Unassigned: | $0.00 |
| | | | | Total Balance: | $473.00 |

| Service Date | Voucher# | ProviderChg | Amt | Pmts/Adjs | Balance | Payor | Coverage Type | Billed Date | Age | Patient |
|---|---|---|---|---|---|---|---|---|---|---|
| 04/02/2012 | 751730 | SDS | $116.00 | $20.00 | $96.00 | Self-Pay | | 05/09/2012 | 70 | Paul Dulberg |

| Location | Practice | Place Of Svc | Refer. Dr. | Batch# | Voucher Status | Date Updated | Responsible Party | Co-Ins Amt | Co-Ins Paid | Void Batch# | Date Voided | Voided By |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HSAVH | HSASC | HSA VH | | 040212HSAKGM01 | Updated | 04/12/2012 | Paul Dulberg | $0.00 | $0.00 | | | |

| Claim# | Bill Media | Billing Prov | Local Use Text | Orig Voucher# | Orig Payor | Orig Bill Date | Orig Media |
|---|---|---|---|---|---|---|---|
| 0 | | SDS | | 751730 | Self-Pay | 05/09/2012 | |

| Dates of Service | Procedure | Mods | Description | Diag1 | Description | TOS | Units | Fee Amt | Pmts/Adjs | Amt Due |
|---|---|---|---|---|---|---|---|---|---|---|
| 04/02/2012 | 99213 | | Office Outpt Est15 Min | 782.0 | Symp disturbance of skin sensation | MEDICAL | 1.00 | $116.00 | $20.00 | $96.00 |

| Payment Date | Reference | Coverage Type | Insurance | Transaction | Pmt Amt | Transfer To | Trsf Amt | Batch# | Status | Date Updated | Void Batch# | Date Voided | Voided By |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 06/28/2012 | RECEIPT 12496 | | Self-Pay | Self Pay Credit Card Payment | $20.00 | | | 062812HSAKGM01 | Updated | 07/06/2012 | | | |

| Service Date | Voucher# | ProviderChg | Amt | Pmts/Adjs | Balance | Payor | Coverage Type | Billed Date | Age | Patient |
|---|---|---|---|---|---|---|---|---|---|---|
| 05/14/2012 | 767730 | SDS | $90.00 | $0.00 | $90.00 | Self-Pay | | 06/12/2012 | 36 | Paul Dulberg |

| Location | Practice | Place Of Svc | Refer. Dr. | Batch# | Voucher Status | Date Updated | Responsible Party | Co-Ins Amt | Co-Ins Paid | Void Batch# | Date Voided | Voided By |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HSAVH | HSASC | HSA VH | | 051412HSAKGM02 | Updated | 06/01/2012 | Paul Dulberg | $0.00 | $0.00 | | | |

| Claim# | Bill Media | Billing Prov | Local Use Text | Orig Voucher# | Orig Payor | Orig Bill Date | Orig Media |
|---|---|---|---|---|---|---|---|
| 0 | | SDS | | 767730 | Self-Pay | 06/12/2012 | |

| Dates of Service | Procedure | Mods | Description | Diag1 | Description | TOS | Units | Fee Amt | Pmts/Adjs | Amt Due |
|---|---|---|---|---|---|---|---|---|---|---|
| 05/14/2012 | 99212 | | Office Outpt Est 10 Min | 354.2 | Lesion, ulnar nerve | MEDICAL | 1.00 | $90.00 | $0.00 | $90.00 |

| Service Date | Voucher# | ProviderChg | A mt | Pmts/Adjs | Balance | Payor | Coverage Type | Billed Date | Age | Patient |
|---|---|---|---|---|---|---|---|---|---|---|
| 05/17/2012 | 818900 | SJB | $116.00 | $0.00 | $116.00 | Self-Pay | | 06/12/2012 | 36 | Paul Dulberg |

| Location | Practice | Place Of Svc | Refer. Dr. | Batch# | Voucher Status | Date Updated | Responsible Party | Co-Ins Amt | Co-Ins Paid | Void Batch# | Date Voided | Voided By |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HSAVH | HSASC | HSA VH | | 051712HSAKGM02 | Updated | 06/01/2012 | Paul Dulberg | $0.00 | $0.00 | | | |

| Claim# | Bill Media | Billing Prov | Local Use Text | Orig Voucher# | Orig Payor | Orig Bill Date | Orig Media |
|---|---|---|---|---|---|---|---|
| 0 | | SJB | | 818900 | Self-Pay | 06/12/2012 | |

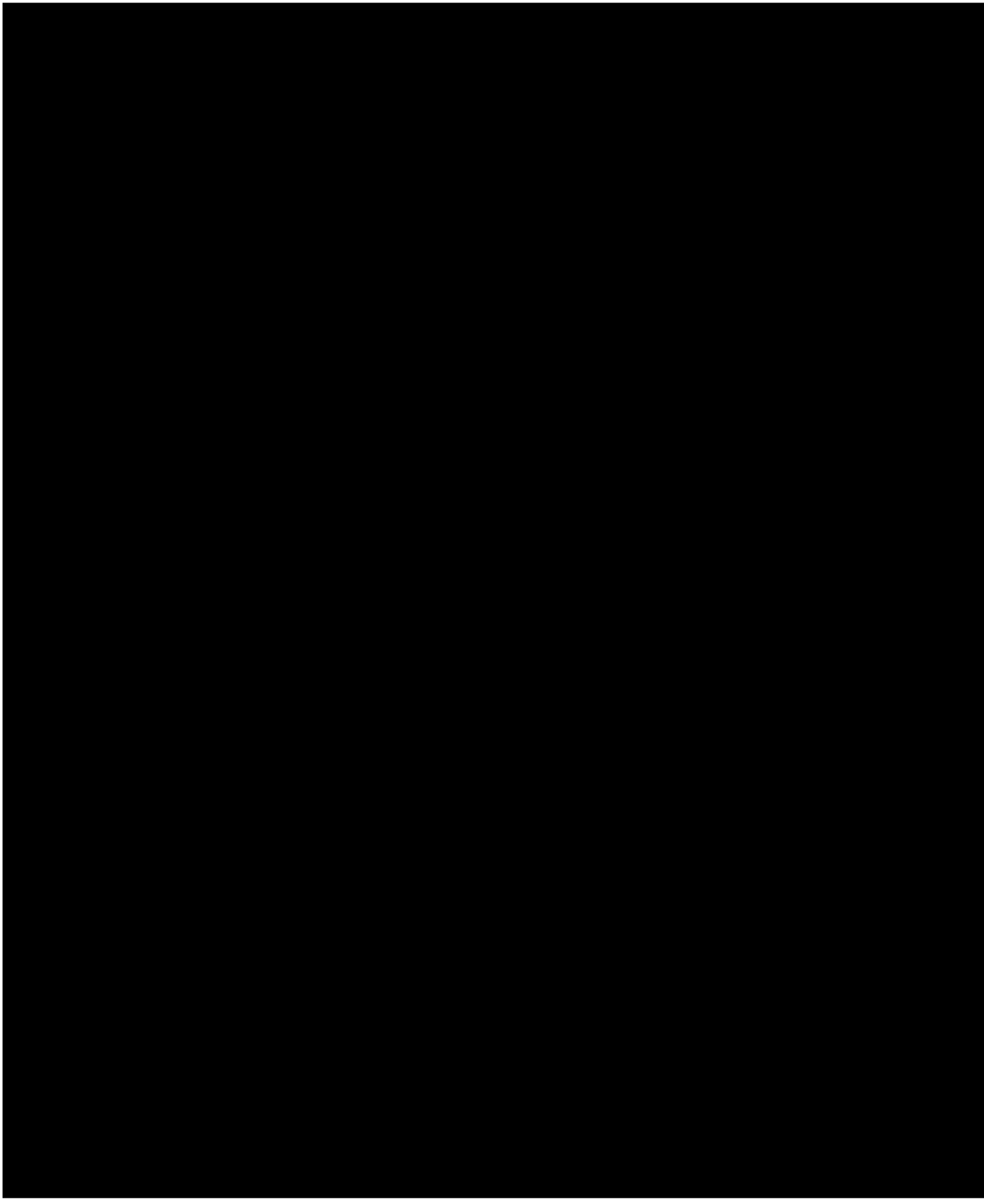
| Dates of Service | Procedure | Mods | Description | Diag1 | Description | TOS | Units | Fee Amt | Pmts/Adjs | Amt Due |
|---|---|---|---|---|---|---|---|---|---|---|
| 05/17/2012 | 99213 | | Office Outpt Est15 Min | 782.0 | Symp disturbance of skin sensation | MEDICAL | 1.00 | $116.00 | $0.00 | $116.00 |

| Service Date | Voucher# | ProviderChg | A mt | Pmts/Adjs | Balance | Payor | Coverage Type | Billed Date | Age | Patient |
|---|---|---|---|---|---|---|---|---|---|---|
| 06/06/2012 | 841480 | SDS | $171.00 | $0.00 | $171.00 | Self-Pay | | 07/11/2012 | 7 | Paul D ulberg |

| Location | Practice | Place Of Svc | Refer. Dr. | Batch# | Voucher Status | Date Updated | Responsible Party | Co-Ins Amt | Co-Ins Paid | Void Batch# | Date Voided | Voided By |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HSAAH | HSASC | HSA AH | | 060612HSAIMA02 | Updated | 06/14/2012 | Paul Dulberg | $0.00 | $0.00 | | | |

| Claim# | Bill Media | Billing Prov | Local Use Text | Orig Voucher# | Orig Payor | Orig Bill Date | Orig Media |
|---|---|---|---|---|---|---|---|
| 0 | | SDS | | 841480 | Self-Pay | 07/11/2012 | |

| Dates of Service | Procedure | Mods | Description | Diag1 | Description | TOS | Units | Fee Amt | Pmts/Adjs | Amt Due |
|---|---|---|---|---|---|---|---|---|---|---|
| 06/06/2012 | 99214 | 57 | Office Outpt Est 25 Min | 354.2 | Lesion, ulnar nerve | MEDICAL | 1.00 | $171.00 | $0.00 | $171.00 |



MAY/22/2012/TUE 03:36 PM LUNDHOLM PT FAX No. 8153993207 P. 005/010

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

COPY



| Date of Service | Ins | Resp | Code | Description | Prov | Billed | Contract Write Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-06-11 | 001 | P | 97003 | Occupational Therapy Eval | C0066 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| Total: | | | | | | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| 12-08-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-12-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 12-14-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| | 001 | P | 97014 | E-Stim Unattended | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 328.00 | 0.00 | 328.00 | 0.00 | 0.00 | | 0.00 | 328.00 | 328.00 |
| 12-15-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 12-19-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-20-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |

HDP 000756

MAY/22/2012/TUE 03:36 PM LUNDHOLM PT FAX No. 8153993207 P. 006/010

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250



| Date of Service | Ins | Resp | Code | Description | Pay | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-23-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-27-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-29-11 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 01-03-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 01-05-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0073 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 317.00 | 0.00 | 317.00 | 0.00 | 0.00 | | 0.00 | 317.00 | 317.00 |
| 01-09-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-11-12 | 002 | x | 97110 | Therapeutic Exercise [ 2] | A1003 | 172.00 | 0.00 | 172.00 | 0.00 | -172.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -172.00 | | | | |
| | 002 | x | 97140 | Manual Therapy Techn [ 2] | A1003 | 150.00 | 0.00 | 150.00 | 0.00 | -150.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -150.00 | | | | |
| | 002 | x | 97035 | Ultrasound | A1003 | 59.00 | 0.00 | 59.00 | 0.00 | -59.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -59.00 | | | | |
| | 002 | x | 97010 | Hot/Cold pack | A1003 | 54.00 | 0.00 | 54.00 | 0.00 | -54.00 | | 0.00 | 0.00 | 0.00 |

HDP 00757

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prov | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -54.00 | | | | |
| | 002 | P | 97110 | Therapeutic Exercise [ 2] | A1003 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 002 | P | 97140 | Manual Therapy Techn [ 2] | A1003 | 150.00 | 0.00 | 150.00 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| | 002 | P | 97035 | Ultrasound | A1003 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 002 | P | 97010 | Hot/Cold pack | A1003 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| 02-08-12 | 002 | X | Bill to: | Patient Responsibility for services: 01-11-12 - 01-11-12 | A1003 | 435.00 | | | | | | | | |
| Total: | | | | | | 870.00 | 0.00 | 870.00 | 0.00 | 435.00 | | 0.00 | 435.00 | 435.00 |
| 01-16-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-18-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 01-23-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-25-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-30-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 02-01-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |

MAY/22/2012/TUE 03:36 PM LUNDHOLM PT FAX No. 8153993207 P. 007/010
HOP 00758

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Code Description | Rate | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 02-06-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0066 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97112 | Neuromuscular Re-education | C0066 | 87.00 | 0.00 | 87.00 | 0.00 | 0.00 | | 0.00 | 87.00 | 87.00 |
| Total: | | | | | | 345.00 | 0.00 | 345.00 | 0.00 | 0.00 | | 0.00 | 345.00 | 345.00 |
| 04-03-12 | 001 | P | 97003 | Occupational Therapy Eval | C0073 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 407.00 | 0.00 | 407.00 | 0.00 | 0.00 | | 0.00 | 407.00 | 407.00 |
| 04-05-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techn [ 2] | C0073 | 150.00 | 0.00 | 150.00 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 435.00 | 0.00 | 435.00 | 0.00 | 0.00 | | 0.00 | 435.00 | 435.00 |
| 04-10-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 04-12-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 285.00 | 0.00 | 285.00 | 0.00 | 0.00 | | 0.00 | 285.00 | 285.00 |
| 04-16-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 04-18-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |

MAY/22/2012/TUE 03:37 PM LUNDHOLM PT FAX No. 8153993207 P. 008/010

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Rev | Billed | Contract Write Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 04-26-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 04-27-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-02-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-04-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-07-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-10-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0066 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 312.00 | 0.00 | 312.00 | 0.00 | 0.00 | | 0.00 | 312.00 | 312.00 |
| 05-15-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |

MAY/22/2012/TUE 03:37 PM LUNDHOLM PT FAX No. 8153993207 P. 009/010
HDP 000760

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

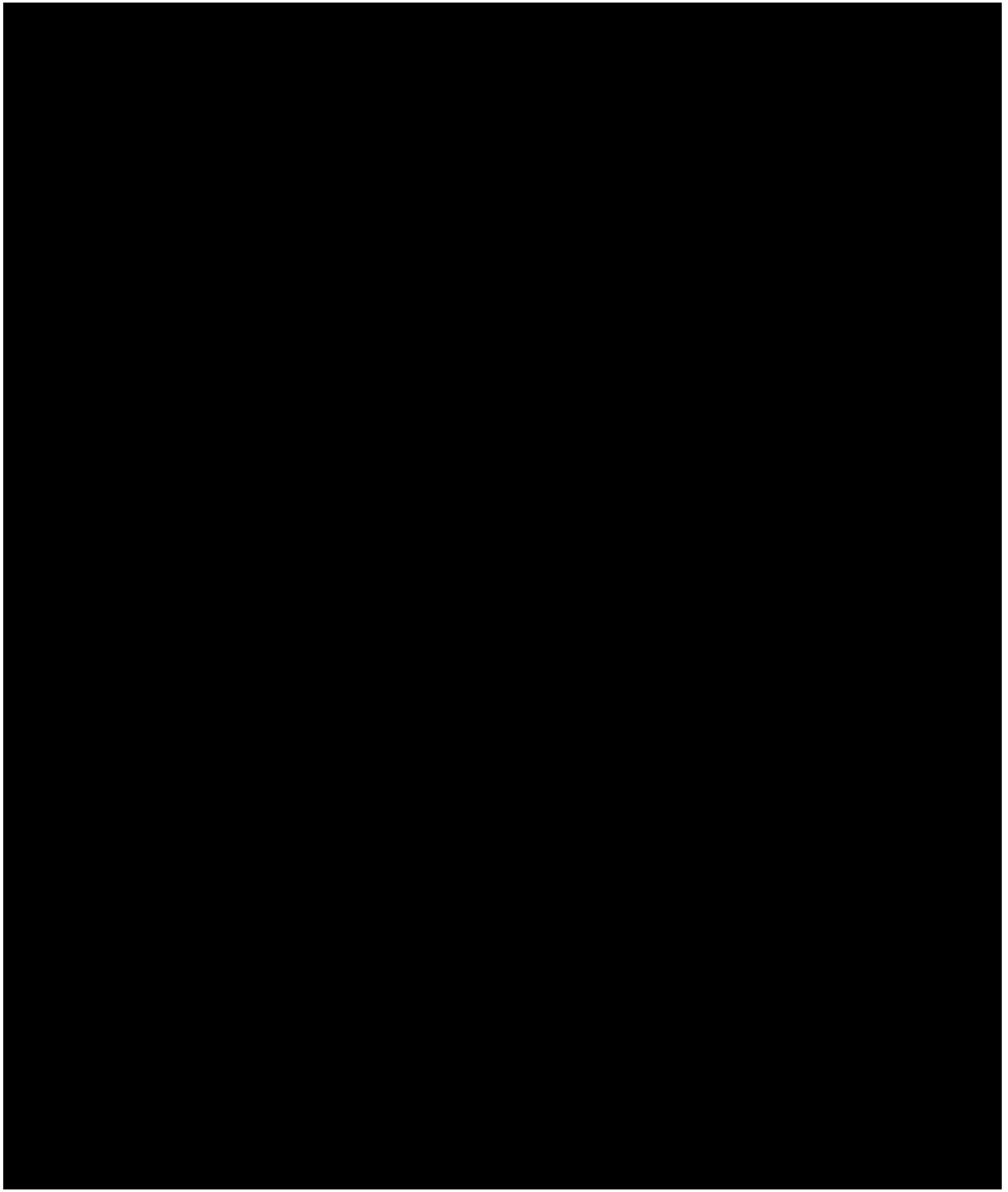
| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-17-12 | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 113.00 | 0.00 | 113.00 | 0.00 | 0.00 | | 0.00 | 113.00 | 113.00 |

| Payor Breakdown | | | | | | | | Unapplied | | |
|---|---|---|---|---|---|---|---|---|---|---|
| SC | Inj | Code | Payor | Charges | Paid | Adjusted | Balance | Payments | Adjustments | Total |
| P | 001 | 00001 | Patient Responsibility | 10756.00 | 0.00 | 0.00 | 10756.00 | 0.00 | 0.00 | 10756.00 |
| P | 002 | 00001 | Patient Responsibility | 435.00 | 0.00 | 0.00 | 435.00 | 0.00 | 0.00 | 435.00 |
| X | 002 | 00001 | Patient Responsibility | 435.00 | 0.00 | -435.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | | | | 11626.00 | 0.00 | -435.00 | 11191.00 | 0.00 | 0.00 | 11191.00 |

| Provider Breakdown | | | | | |
|---|---|---|---|---|---|
| Provider | | Charges | Paid | Adjusted | Balance |
| A1003 | Jessica Wagner | 870.00 | 0.00 | -435.00 | 435.00 |
| C0066 | Michelle Shamash | 7663.00 | 0.00 | 0.00 | 7663.00 |
| C0073 | Darlene Verenski | 3093.00 | 0.00 | 0.00 | 3093.00 |
| Total: | | 11626.00 | 0.00 | -435.00 | 11191.00 |

| Location Breakdown | | | | | |
|---|---|---|---|---|---|
| Location | | Charges | Paid | Adjusted | Balance |
| 00420 | Dynamic Hand Therapy - Fox Lake | 11626.00 | 0.00 | -435.00 | 11191.00 |
| Total: | | 11626.00 | 0.00 | -435.00 | 11191.00 |

MAY/22/2012/TUE 03:37 PM LUNDHOLM PT FAX No. 8153993207 P. 010/010
DDP 000761



dynamic HAND THERAPY and Rehabilitation

COPY

| MAKE CHECKS PAYABLE TO: |
|---|
| Dynamic Hand Therapy - Fox Lake<br>498 South Route 12 Suite C<br>Fox Lake, IL. 600201908<br>(847) 587-3301 |

## STATEMENT

| STATEMENT PERIOD | BALANCE DUE |
|---|---|
| 08-06-12 | $ 14097.00 |

NOTE: THIS IS A LINE ITEM STATEMENT AND WILL SHOW ALL ACTIVITY FOR EACH DATE OF SERVICE IN THIS STATEMENT PERIOD

**Paul Dulberg**
**4606 Hayden Court**
**Mchenry, IL. 60050**

**Account# 0042000185**

**Re: Paul Dulberg**
**Account# 0042000185**
**Payment Due:** 14097.00
**Due Date:**

**PATIENT MESSAGE:** PLEASE CONTACT OUR OFFICE WITH THE STATUS OF YOUR CASE AT 815-399-1975. THANK YOU.

=====> call our office with questions

**Make Checks Payable to:** Dynamic Hand Therapy - Fox Lake

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 12-06-11 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | 0.00 | 0.00 | 187.00 | 187.00 |
| Total | | | **187.00** | **0.00** | **0.00** | **0.00** | **0.00** | **187.00** | **187.00** |
| 12-08-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-08-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-08-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-08-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-12-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-12-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-12-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-12-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |

COMMENTS

**TOTAL ACCOUNT BALANCE: 14097.00**
**INSURANCE PENDING: 0.00**
**PATIENT BALANCE: 14097.00<-- Amt. Due**

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 12-14-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-14-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-14-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-14-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| 12-14-11 | 97014 | E-Stim Unattended | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **328.00** | **0.00** | **0.00** | **0.00** | **0.00** | **328.00** | **328.00** |
| 12-15-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-15-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-15-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-15-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 12-19-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-19-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-19-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-19-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-20-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-20-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-20-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-20-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-23-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-23-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-23-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-23-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-27-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-27-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-27-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-27-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-29-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-29-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-29-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-29-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 01-03-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |

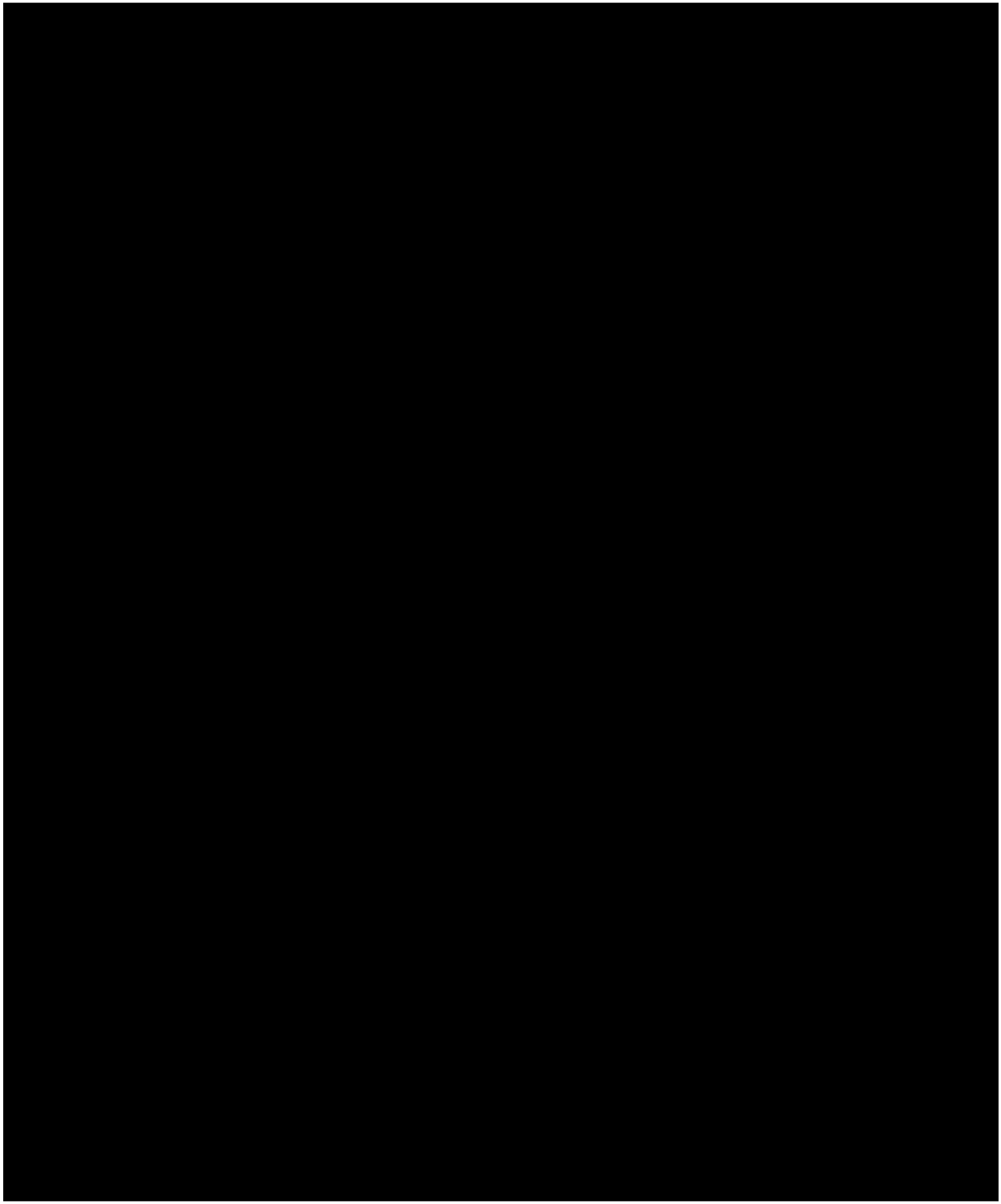
| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 01-03-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-03-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **220.00** | **0.00** | **0.00** | **0.00** | **0.00** | **220.00** | **220.00** |
| 01-05-12 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| 01-05-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **317.00** | **0.00** | **0.00** | **0.00** | **0.00** | **317.00** | **317.00** |
| 01-09-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-09-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-09-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-09-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-11-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-11-12 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| 01-11-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-11-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| 01-11-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | -172.00 | 0.00 | 0.00 | 0.00 |
| 01-11-12 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | -150.00 | 0.00 | 0.00 | 0.00 |
| 01-11-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 0.00 | 0.00 |
| 01-11-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | -54.00 | 0.00 | 0.00 | 0.00 |
| Total | | | **870.00** | **0.00** | **0.00** | **-435.00** | **0.00** | **435.00** | **435.00** |
| 01-16-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-16-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-16-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-16-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-18-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 01-18-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-18-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-18-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 01-23-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-23-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-23-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-23-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-25-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-25-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-25-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 01-25-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-30-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 01-30-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-30-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-30-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 02-01-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 02-01-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 02-01-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 02-01-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 02-06-12 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| 02-06-12 | 97112 | Neuromuscular Re-education | 87.00 | 0.00 | 0.00 | 0.00 | 0.00 | 87.00 | 87.00 |
| Total | | | **345.00** | **0.00** | **0.00** | **0.00** | **0.00** | **345.00** | **345.00** |
| 04-03-12 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | 0.00 | 0.00 | 187.00 | 187.00 |
| 04-03-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 04-03-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-03-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **407.00** | **0.00** | **0.00** | **0.00** | **0.00** | **407.00** | **407.00** |
| 04-05-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-05-12 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| 04-05-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-05-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **435.00** | **0.00** | **0.00** | **0.00** | **0.00** | **435.00** | **435.00** |
| 04-10-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-10-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-10-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **301.00** | **0.00** | **0.00** | **0.00** | **0.00** | **301.00** | **301.00** |
| 04-12-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-12-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-12-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **285.00** | **0.00** | **0.00** | **0.00** | **0.00** | **285.00** | **285.00** |
| 04-16-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-16-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-16-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-16-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 04-18-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 04-18-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-18-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-18-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 04-26-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-26-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-26-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-26-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 04-27-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 04-27-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-27-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-27-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 05-02-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 05-02-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-02-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-02-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 05-04-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-04-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-04-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-04-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 05-07-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 05-07-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-07-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-07-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 05-10-12 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| 05-10-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **312.00** | **0.00** | **0.00** | **0.00** | **0.00** | **312.00** | **312.00** |
| 05-15-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 05-15-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-15-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-15-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 05-17-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-17-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **113.00** | **0.00** | **0.00** | **0.00** | **0.00** | **113.00** | **113.00** |
| 05-24-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-24-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-24-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-24-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 05-25-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-25-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-25-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-25-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 05-31-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-31-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-31-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-31-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 06-04-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 06-04-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 06-04-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 06-04-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 07-16-12 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | 0.00 | 0.00 | 187.00 | 187.00 |
| 07-16-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 07-16-12 | 97014 | E-Stim Unattended | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **327.00** | **0.00** | **0.00** | **0.00** | **0.00** | **327.00** | **327.00** |
| 07-19-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 07-19-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 07-19-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **301.00** | **0.00** | **0.00** | **0.00** | **0.00** | **301.00** | **301.00** |
| 07-23-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 07-23-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 07-23-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **301.00** | **0.00** | **0.00** | **0.00** | **0.00** | **301.00** | **301.00** |
| 07-26-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 07-26-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 07-26-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 07-26-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 07-30-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 07-30-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 07-30-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **301.00** | **0.00** | **0.00** | **0.00** | **0.00** | **301.00** | **301.00** |
| 08-02-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 08-02-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 08-02-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **220.00** | **0.00** | **0.00** | **0.00** | **0.00** | **220.00** | **220.00** |
| | | **Grand total** | **14,532.00** | | | **-435.00** | **0.00** | **14,097.00** | **14,097.00** |



**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

**Return to:** Dynamic Hand Therapy - Fox Lake
498 South Route 12 Suite C
Fox Lake, IL 600201908

**Questions? Call:** (847) 587-3301

**For Credit to Account#** 0042000185

RE Patient: Paul Dulberg

**Please Indicate Amount Enclosed** [ ]

**We also Accept:** visa Mastercard Discover

**Card #** _____ **Security Code:** _____

**Expire Date** _____ **Signature** _____

**Please Remember ...**

Do not send Cash.
If you are sending a Check..
- Sign and Date it.
- Write your Acct# (0042000185) on the Check.

**Make Checks Payable to:** Dynamic Hand Therapy - Fox Lake

REMARKS:

031037 038300 004553L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.
CHECK CARD USING FOR PAYMENT
☐ MASTERCARD ☐ VISA ☐ DISCOVER
CARD NUMBER | AMOUNT
SIGNATURE | EXP. DATE

COPY

| STATEMENT DATE | AMOUNT | ACCT. # |
|---|---|---|
| 07/31/12 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT
771 MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |
| 072612 | PAUL | | 67.86 | 0.00 | 67.86 | 0.00 |
| 072612 | PAUL | | -67.86 | | | |
| 073112 | PAUL | | 20.00 | 0.00 | 20.00 | 0.00 |
| 073112 | PAUL | | -20.00 | | | |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS: (847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 75.00 | 0.00 | 2345.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

1002454 **STATEMENT**

Thank you for using our services. Please call us at 847-720-7486 for questions or payments Mon-Fri between 8:00am and 5:00 pm.

*MIDAMERICA ORTHOPAEDICS*
*75 REMITTANCE DR*
*SUITE 6035*
*CHICAGO, IL 60675*

V8100 MAO
5392M
FR10

COPY

Please Include Security Code From Back Of Card
CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA

| CARD NUMBER | EXP. DATE |
|---|---|
| CARDHOLDER NAME | SECURITY CODE |
| SIGNATURE | AMOUNT |

Address Corrected Bill Sent 8/17
$390.00

>34172 8170401 001 092096
PAUL R DULBERG
4646 HAYDEN CT
MCHENRY IL 60051

REMIT TO:

MIDAMERICA ORTHOPAEDICS
75 REMITTANCE DR DEPT 6035
CHICAGO IL 60675-6035

PLEASE RETURN THIS PORTION WITH PAYMENT

| Office Phone Number | Statement Date | Your Account Number | Page No. | Patient Balance | SHOW AMOUNT PAID HERE |
|---|---|---|---|---|---|
| 847-720-7486 | 02/10/12 | 1002454 | 1 | 230.00 | $_____ |

CHARGES APPEARING ON THIS STATEMENT ARE **NOT** INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

| DATE | PROVIDER NAME | EXPLANATION OF ACTIVITY | PATIENT NAME | CHARGES AND DEBITS | PAYMENTS AND CREDITS | BALANCE |
|---|---|---|---|---|---|---|
| .21011 - | | **PREVIOUS BALANCE:** | | | | 230.0( |

Thank you for choosing our practice.

Statement Date: 02/10/12

PLEASE INDICATE YOUR ACCOUNT NUMBER WHEN CALLING OUR OFFICE: 1002454

| Current | 31-60 Days | 61-90 Days | >90 Days | Total | Ins Pending | PATIENT BALANCE PAY THIS AMOUNT |
|---|---|---|---|---|---|---|
| 0.00 | 0.00 | 230.00 | 0.00 | 230.00 | 0.00 | 230.00 |

SEND INQUIRIES / PAYMENTS TO:

**MIDAMERICA ORTHOPAEDICS**
**75 REMITTANCE DR**
**CHICAGO, IL 60675**
**847 720-7486**

34172 8170401 034173 034173 00001/00001 920966912

Date Printed: 08/17/2012
Time Printed: 08:55:58

MIDAMERICA ORTHOPAEDICS
75 REMITTANCE DR STE 6035

COPY

CHICAGO IL 60675
Tax Id#: 263727319

Group#: MAO

| Inv# | Servdate | Rp | Dept | Dr | Fac | Ref | Proc | M1 | M2 | Desc | Diag 1 | Ins/Comment | Amount | Resp Bal | Ins Bal |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Patient#: 1002454 DULBERG, PAUL R. | | | | | | | | | | | | | | | |
| 1 | 12/02/11 | 1 | | MGT | LIMP | | 99203 | | | OFFICE OUTPT | 906.1 | AHOI Y 2 | 230.00 | .00 | 230.00 |
| 2 | 01/06/12 | 1 | | MGT | LIMP | 735 | 99213 | | | OFFICE OUTPT | 906.1 | AHOI Y 1 | 160.00 | .00 | 160.00 |
| 4 | 08/16/12 | 1 | | MGT | LIMP | 735 | 99080 | | | SPEC REPORTS | 906.1 | AHOI Y 4 | 20.00 | -20.00 | 20.00 |
| | 08/16/12 | | | | | | MEDRECPAY | | | MEDICAL | | AA8523895 | -20.00 | | |

1) Group# MAO MIDAMERICA ORTHOPAEDICS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| --> Resp Charges : | .00 | Pays : | -20.00 | Adjs : | .00 | Bal Due : | -20.00 |
| --> Ins Charges : | 410.00 | Pays : | .00 | Adjs : | .00 | Bal Due : | 410.00 |
| --> Charges : | 410.00 | Pays : | -20.00 | Adjs : | .00 | Bal Due : | 390.00 |

Grand Totals :

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| --> Resp Charges : | .00 | Pays : | -20.00 | Adjs : | .00 | Bal Due : | -20.00 |
| --> Ins Charges : | 410.00 | Pays : | .00 | Adjs : | .00 | Bal Due : | 410.00 |
| --> Charges : | 410.00 | Pays : | -20.00 | Adjs : | .00 | Bal Due : | 390.00 |

Parameters Used To Select This Report :
REPORT OPTION : Detail
FREELINE OPTION : No Freelines
ADDITIONAL DATA OPTION : No Additional Information
First Selection Parameters:

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**ELGIN SALVAGE & SUPPLY COMPANY, INC.**
*Industrial Salvagers*

464 McBRIDE STREET, ELGIN, ILLINOIS 60120 312/742-9500

**WE BUY**
Aluminum Cans
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Steel
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**WE SELL**
Structural Steel
I Beams
Pipe
Salvage Items
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MEDchex
(847) 959-1100
fax: 888-317-0260
Tish - 109 ext. *
Tara 129 ext.
called 8/22/12

Date: 07-25-12 ASSOCIATED NEUROLOGY SC Page: 1
Time: 12:48:04 Patient History (CHARGES ONLY)

Chart #18062
DULBERG, PAUL
4606 HAYDEN COURT

MCHENRY, IL 60051-7918
Home-(847) 497-4250 Office-(815

SSN#
DOB 03-19-70

From 06/28/11
To 07/25/12

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250

LIBERTYVILLE, IL 60048-5249
(847) 549-0055

| T | Date | Code | Diagnosis | Prov | AmountR | IB | Paid | Balance/ Susp. Amt | Carr |
|---|---|---|---|---|---|---|---|---|---|
| | Check # | | | | | | | | |
| C | 07-28-11 | 99203 | 782 0 | KFL | 225.00N | NN | 225.00 | 0.00 | |
| C | 08-10-11 | 95903 | 782 0 | KFL | 540.00N | NN | 0.00 | 540.00 | |
| C | 08-10-11 | 95904 | 782 0 | KFL | 390.00N | NN | 0.00 | 390.00 | |
| C | 01-30-12 | 99213 | 782 0 | KFL | 105.00N | NN | 105.00 | 0.00 | |
| C | 02-13-12 | 99212 | 782 0 | KFL | 75.00N | NN | 75.00 | 0.00 | |
| C | 03-13-12 | 95886 | 782 0 | KFL | 485.00N | NN | 0.00 | 485.00 | |
| C | 03-13-12 | 95903 | 782 0 | KFL | 540.00N | NN | 0.00 | 540.00 | |
| C | 03-13-12 | 95904 | 782 0 | KFL | 390.00N | NN | 0.00 | 390.00 | |
| C | 05-04-12 | 99080 | 782 0 | KFL | 33.17N | NN | 33.17 | 0.00 | |
| C | 05-16-12 | 99212 | 782 0 | KFL | 75.00N | NN | 0.00 | 75.00 | |

| | Charges |
|---|---|
| Patient: | 2858.17 |
| Insurance: | 0.00 |
| TOTALS: | 2858.17 |

Fox Lake Dynamic Hand Therapy

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250



| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-06-11 | 001 | P | 97003 | Occupational Therapy Eval | C0066 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| Total: | | | | | | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| 12-08-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-12-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 12-14-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| | 001 | P | 97014 | E-Stim Unattended | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 328.00 | 0.00 | 328.00 | 0.00 | 0.00 | | 0.00 | 328.00 | 328.00 |
| 12-15-11 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 12-19-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-20-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |

POP 000777

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-23-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-27-11 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 12-29-11 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 01-03-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 01-05-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0073 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 317.00 | 0.00 | 317.00 | 0.00 | 0.00 | | 0.00 | 317.00 | 317.00 |
| 01-09-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-11-12 | 002 | x | 97110 | Therapeutic Exercise [ 2] | A1003 | 172.00 | 0.00 | 172.00 | 0.00 | -172.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -172.00 | | | | |
| | 002 | x | 97140 | Manual Therapy Techn [ 2] | A1003 | 150.00 | 0.00 | 150.00 | 0.00 | -150.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -150.00 | | | | |
| | 002 | x | 97035 | Ultrasound | A1003 | 59.00 | 0.00 | 59.00 | 0.00 | -59.00 | | 0.00 | 0.00 | 0.00 |
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -59.00 | | | | |
| | 002 | x | 97010 | Hot/Cold pack | A1003 | 54.00 | 0.00 | 54.00 | 0.00 | -54.00 | | 0.00 | 0.00 | 0.00 |

POP 000778

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01-25-12 | 002 | X | REVCH | Reverse Charge Adj | | | | | | -54.00 | | | | |
| | 002 | P | 97110 | Therapeutic Exercise [ 2] | A1003 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 002 | P | 97140 | Manual Therapy Techn [ 2] | A1003 | 150.00 | 0.00 | 150.00 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| | 002 | P | 97035 | Ultrasound | A1003 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 002 | P | 97010 | Hot/Cold pack | A1003 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| 02-08-12 | 002 | X | Bill to: | Patient Responsibility for services: 01-11-12 - 01-11-12 | A1003 | 435.00 | | | | | | | | |
| Total: | | | | | | 870.00 | 0.00 | 870.00 | 0.00 | -435.00 | | 0.00 | 435.00 | 435.00 |
| 01-16-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-18-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 01-23-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-25-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 01-30-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 02-01-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |

POP 000779

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 02-06-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0066 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97112 | Neuromuscular Re-education | C0066 | 87.00 | 0.00 | 87.00 | 0.00 | 0.00 | | 0.00 | 87.00 | 87.00 |
| Total: | | | | | | 345.00 | 0.00 | 345.00 | 0.00 | 0.00 | | 0.00 | 345.00 | 345.00 |
| 04-03-12 | 001 | P | 97003 | Occupational Therapy Eval | C0073 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 407.00 | 0.00 | 407.00 | 0.00 | 0.00 | | 0.00 | 407.00 | 407.00 |
| 04-05-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techn [ 2] | C0073 | 150.00 | 0.00 | 150.00 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 435.00 | 0.00 | 435.00 | 0.00 | 0.00 | | 0.00 | 435.00 | 435.00 |
| 04-10-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 04-12-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 285.00 | 0.00 | 285.00 | 0.00 | 0.00 | | 0.00 | 285.00 | 285.00 |
| 04-16-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 04-18-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 04-26-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 04-27-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-02-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-04-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-07-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-10-12 | 001 | P | 97110 | Therapeutic Exercise [ 3] | C0066 | 258.00 | 0.00 | 258.00 | 0.00 | 0.00 | | 0.00 | 258.00 | 258.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 312.00 | 0.00 | 312.00 | 0.00 | 0.00 | | 0.00 | 312.00 | 312.00 |
| 05-15-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 05-17-12 | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 113.00 | 0.00 | 113.00 | 0.00 | 0.00 | | 0.00 | 113.00 | 113.00 |
| 05-24-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-25-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 05-31-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 06-04-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 360.00 | 0.00 | 360.00 | 0.00 | 0.00 | | 0.00 | 360.00 | 360.00 |
| 07-16-12 | 001 | P | 97003 | Occupational Therapy Eval | C0073 | 187.00 | 0.00 | 187.00 | 0.00 | 0.00 | | 0.00 | 187.00 | 187.00 |
| | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97014 | E-Stim Unattended | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 327.00 | 0.00 | 327.00 | 0.00 | 0.00 | | 0.00 | 327.00 | 327.00 |
| 07-19-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Date of Service | Inj | Resp | Code | Description | Prv | Billed | Contract Write-Off | Expected | Paid | Adjusted | Transfer | Insurance Balance | Patient Balance | Total Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07-23-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0073 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 07-26-12 | 001 | P | 97110 | Therapeutic Exercise | C0073 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0073 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0073 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0073 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 07-30-12 | 001 | P | 97110 | Therapeutic Exercise [ 2] | C0066 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | | 0.00 | 172.00 | 172.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 301.00 | 0.00 | 301.00 | 0.00 | 0.00 | | 0.00 | 301.00 | 301.00 |
| 08-02-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| Total: | | | | | | 220.00 | 0.00 | 220.00 | 0.00 | 0.00 | | 0.00 | 220.00 | 220.00 |
| 08-06-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |
| 08-09-12 | 001 | P | 97110 | Therapeutic Exercise | C0066 | 86.00 | 0.00 | 86.00 | 0.00 | 0.00 | | 0.00 | 86.00 | 86.00 |
| | 001 | P | 97140 | Manual Therapy Techniques | C0066 | 75.00 | 0.00 | 75.00 | 0.00 | 0.00 | | 0.00 | 75.00 | 75.00 |
| | 001 | P | 97035 | Ultrasound | C0066 | 59.00 | 0.00 | 59.00 | 0.00 | 0.00 | | 0.00 | 59.00 | 59.00 |
| | 001 | P | 97010 | Hot/Cold pack | C0066 | 54.00 | 0.00 | 54.00 | 0.00 | 0.00 | | 0.00 | 54.00 | 54.00 |
| Total: | | | | | | 274.00 | 0.00 | 274.00 | 0.00 | 0.00 | | 0.00 | 274.00 | 274.00 |

| Payor Breakdown | | | | | | | | Unapplied | | |
|---|---|---|---|---|---|---|---|---|---|---|
| BC | Inj | Code | Payor | Charges | Paid | Adjusted | Balance | Payments | Adjustments | Total |
| P | 001 | 00001 | Patient Responsibility | 14210.00 | 0.00 | 0.00 | 14210.00 | 0.00 | 0.00 | 14210.00 |
| P | 002 | 00001 | Patient Responsibility | 435.00 | 0.00 | 0.00 | 435.00 | 0.00 | 0.00 | 435.00 |
| X | 002 | 00001 | Patient Responsibility | 435.00 | 0.00 | -435.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | | | | 15080.00 | 0.00 | -435.00 | 14645.00 | 0.00 | 0.00 | 14645.00 |

# Open Item Ledger

Patient # 0042000185 Paul Dulberg (847) 497-4250

| Provider Breakdown | | | | |
|---|---|---|---|---|
| Provider | Charges | Paid | Adjusted | Balance |
| A1003 Jessica Wagner | 870.00 | 0.00 | -435.00 | 435.00 |
| C0066 Michelle Shamash | 9855.00 | 0.00 | 0.00 | 9855.00 |
| C0073 Darlene Verenski | 4355.00 | 0.00 | 0.00 | 4355.00 |
| Total: | 15080.00 | 0.00 | -435.00 | 14645.00 |

| Location Breakdown | | | | |
|---|---|---|---|---|
| Location | Charges | Paid | Adjusted | Balance |
| 00420 Dynamic Hand Therapy - Fox Lake | 15080.00 | 0.00 | -435.00 | 14645.00 |
| Total: | 15080.00 | 0.00 | -435.00 | 14645.00 |

Northwest Suburban Anesthesiologist Ltd
**Do not send mail to below address. For USPS use only.**
P. O. Box 1259, Dept. 92667
Oaks, PA 19456

**For more information about your statement, contact Patient Accounts at 1-800-709-2715, or visit our website at www.patientaccounts.net**

**MOST MAJOR CREDIT CARDS ACCEPTED**

To pay via credit card please call 1-800-709-2715 or Pay online at www.patientaccounts.net and use Access Code: FP897

| Statement Date | Pay This Amount | Account # |
|---|---|---|
| 09/10/2012 | $1,365.00 | *71265382* |
| **Payment Due Date** 10/8/2012 | SHOW AMOUNT PAID HERE $ | |

06800071

95156 - 435

PAUL DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

Northwest Suburban Anesthesiologist Ltd
8163 Solutions Center
Chicago IL 60677-8001

☐ Please check if address or insurance information is incorrect and complete form on back.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Pay online at www.patientaccounts.net and use Access Code: FP897

**Account #: 71265382** **Please Pay: $1,365.00** **10/8/2012**

| Date | Description | Case # | Insurance Balance | Patient Balance |
|---|---|---|---|---|
| | Anesthesiology Services by Dr. S. SINGH for Dr. S. Sagerman | | | |
| 07/09/2012 | CPT Code: 64718<br>Billed To Patient FINAL NOTICE | 13180035 | | $1,365.00 |

| ACCOUNT CONDITIONS | CURRENT | 30 DAYS | 60 DAYS | 90 DAYS | 120 DAYS |
|---|---|---|---|---|---|
| | $0.00 | $1,365.00 | $0.00 | $0.00 | $0.00 |

**IMPORTANT MESSAGE ABOUT YOUR ACCOUNT**

THIS IS A BILL FOR SERVICES NOT INCLUDED ON YOUR HOSPITAL BILL, BASED ON THE INFORMATION FROM YOUR HEALTH PLAN (AS APPLICABLE). IF PAYMENT HAS BEEN MADE PLEASE DISREGARD THIS BILL, THANK YOU.

| | |
|---|---|
| Total Balance | $1,365.00 |
| Insurance Pending | $0.00 |
| Amount You Owe | $1,365.00 |

PAP-944-B-0

*Make Checks Payable To:* Northwest Suburban Anesthesiologist Ltd
Call 1-800-709-2715

For Billing Questions Call
1-800-709-2715 (En Español 1-888-850-1446)
Mon - Fri 8:00AM to 7:30PM ET

1 of 1

POR000785

Thank you for choosing Northwest Community Hospital for your healthcare needs.

| Patient Name | Account Number | Service Date(S) |
|---|---|---|
| Paul Dulberg | 71265382 | 07/09/12 |

| Total Balance | Statement Date | Reference Number |
|---|---|---|
| $6366.00 | 10/17/12 | 237476 |

| Pay This Amount | Due Date |
|---|---|
| $6366.00 | 10/31/12 |

FINAL NOTICE, PLEASE PAY IMMEDIATELY

Dear Paul Dulberg,

Thank you for choosing Northwest Community Hospital as your healthcare provider.

We have attempted to contact you several times previously. Your account is now 90 days past due. Immediate action is required. If you do not contact us immediately your account may be turned over to a Collection Agency.

We are here to assist you in resolving the account balance listed below. There are additional ways we can work with you if you contact a patient representative at 847-618-4747 option 2.

Thank you for your immediate attention to this matter.

Sincerely,

Northwest Community Hospital

This bill is for hospital charges only. You may also receive a bill from a: Radiologist (if you had x-rays), Anesthesiologist (if you had surgery), Pathologist (if you had lab work), Cardiologist (if you had cardio/vascular), and ER Physician (if you had an emergency center visit).

nch Northwest Community Hospital

**Financial Assistance Available 847-618-4542. To pay your bill online, please visit www.nch.org**



XTND103 (QESP)30:T003:000819:001:1000:121017:010772981:XTND_1

nch Northwest Community Hospital

P.O. BOX 48458
OAK PARK MI 48237

ELECTRONIC SERVICE REQUESTED

☐ Please check box if address and/or insurance information has changed. Please indicate changes on the reverse side.
Billing Questions? Call 847-618-4747 option 2 ● Office Hours: 8:30am - 4:00pm

102067005460104

PAUL DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

**IF PAYING BY CREDIT CARD PLEASE COMPLETE THIS SECTION**

☐ VISA ☐ MasterCard ☐ DISCOVER ☐ AMERICAN EXPRESS

| CARD NUMBER | CVV CODE |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | DUE DATE | CURRENT AMOUNT DUE |
|---|---|---|
| 10/17/12 | 10/31/12 | $6366.00 |

| ACCOUNT NUMBER | AMOUNT ENCLOSED |
|---|---|
| 71265382 | $ |

***Please include your Account Number on your check***
Make Check Payable and Remit Payment To:

NORTHWEST COMMUNITY HOSPITAL
25709 NETWORK PLACE
CHICAGO, IL 60673-1257

00007126538 2SG0DULBERG********PAUL*00006366009

Thank you for choosing Northwest Community Hospital for your healthcare needs.

| Patient Name | Account Number | Service Date(S) |
|---|---|---|
| Paul Dulberg | 71265382 | 07/09/12 |

| Total Balance | Statement Date | Reference Number |
|---|---|---|
| $6366.00 | 09/17/12 | 237476 |

| Pay This Amount | Due Date |
|---|---|
| $6366.00 | 10/01/12 |

Dear Paul Dulberg,

Thank you for choosing Northwest Community Hospital as your healthcare provider.

This is the third reminder letter that we have sent you regarding this account which is past due. Your prompt attention is required.

We are here to assist you in resolving your account. There are several ways that we can work with you to resolve your account if you contact us.

Please contact a patient representative at 847-618-4747 option 2 immediately.

Thank you for your immediate attention to this matter.

Sincerely,

Northwest Community Hospital

This bill is for hospital charges only. You may also receive a bill from a: Radiologist (if you had x-rays), Anesthesiologist (if you had surgery), Pathologist (if you had lab work), Cardiologist (if you had cardio/vascular), and ER Physician (if you had an emergency center visit).

nch Northwest Community Hospital

**Financial Assistance Available 847-618-4542. To pay your bill online, please visit www.nch.org**



XTND102 (QESP)30:T004:000863:001:1000:120917:010765343:XTND_1

nch Northwest Community Hospital

P.O. BOX 48458
OAK PARK MI 48237

ELECTRONIC SERVICE REQUESTED

Billing Questions? Call 847-618-4747 option 2 ● Office Hours: 8:30am - 4:00pm
***Please include your Account Number on your check***

102067006735810

PAUL DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

**IF PAYING BY CREDIT CARD PLEASE COMPLETE THIS SECTION**

☐ VISA ☐ ☐ DISCOVER ☐

| CARD NUMBER | CVV CODE |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | DUE DATE | CURRENT AMOUNT DUE |
|---|---|---|
| 09/17/12 | 10/01/12 | $6366.00 |

| ACCOUNT NUMBER | AMOUNT ENCLOSED |
|---|---|
| 71265382 | $ |

Make Check Payable and Remit Payment To:

NORTHWEST COMMUNITY HOSPITAL
25709 NETWORK PLACE
CHICAGO, IL 60673-1257

00007126538 2SG0DULBERG********PAUL*00006366009

# Harris & Harris, Ltd.

222 Merchandise Mart Plaza, Suite 1900
Chicago, IL 60654-1421
**Phone (866)850-4915**

| | |
|---|---|
| **Creditor:** | CENTEGRA HEALTH SYSTEM |
| **Account #:** | 19337219 |
| **Amount Due:** | **$1,323.75** |

**PAY THIS AMOUNT**

August 6, 2012

## CENTEGRA HEALTH SYSTEM HAS PLACED YOUR ACCOUNT FOR COLLECTION

Dear Paul R Dulberg:

Harris & Harris, Ltd., is a collection agency retained to collect your past due account in the amount of $1,323.75 owed to CENTEGRA HEALTH SYSTEM. Please seriously consider your options and contact us to resolve this matter.

**Convenient payment options are available:**

| Mail payment in enclosed envelope | Pay online: www.payharris.com | Call us: (866)850-4915 |
|---|---|---|

**FEDERAL LAW**

This is an attempt to collect a debt. Any information will be used for that purpose. This communication is from a debt collector. Harris & Harris, Ltd., is a collection agency. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt as valid. If you notify this office in writing that the debt, or any portion thereof, is disputed within 30 days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Chart #18062 SSN# ASSOCIATED NEUROLOGY SC
DULBERG, PAUL DOB 03-19-70 1900 HOLLISTER DRIVE
4606 HAYDEN COURT SUITE 250
From
MCHENRY, IL 60051-7918 To 08/17/12 LIBERTYVILLE, IL 60048-5249
Home-(847) 497-4250 Office-(815 Practice-(847) 549-0055

| T | Date | Code | Prov | Chg Amount / Pay/Cr | R | IB | Balance | Fam.Bal | Ins.Bal | Carr / PaySrc |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Procedure Description | | | | | | | | |
| | Check # | | | | | | | | | |
| | | INITIAL OFFICE EVALUATION | | | | | | | | |
| C | 07-28-11 | 99203 | KFL | 225.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-28-11 | PPCASH | KFL | -135.00 | N | | | | | PATNT |
| P | 08-10-11 | PPCREDITCD | KFL | -90.00 | N | | | | | PATNT |
| | | MOTOR NCS WITH F WAVE | | | | | | | | |
| C | 08-10-11 | 95903 | KFL | 540.00 | N | NN | 540.00 | 540.00 | 0.00 | |
| | | SENSORY NCS | | | | | | | | |
| C | 08-10-11 | 95904 | KFL | 390.00 | N | NN | 390.00 | 390.00 | 0.00 | |
| | | RETURN OFFICE EVALUATION | | | | | | | | |
| C | 01-30-12 | 99213 | KFL | 105.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 01-30-12 | PPCREDITCD | KFL | -105.00 | N | | | | | PATNT |
| | | RETURN OFFICE EVALUATION | | | | | | | | |
| C | 02-13-12 | 99212 | KFL | 75.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 02-13-12 | PPCREDITCD | KFL | -75.00 | N | | | | | PATNT |
| | | EMG COMPLETE 5+MUSCLES 3+NERVES 4+SPINAL | | | | | | | | |
| C | 03-13-12 | 95886 | KFL | 485.00 | N | NN | 485.00 | 485.00 | 0.00 | |
| | | MOTOR NCS WITH F WAVE | | | | | | | | |
| C | 03-13-12 | 95903 | KFL | 540.00 | N | NN | 540.00 | 540.00 | 0.00 | |
| | | SENSORY NCS | | | | | | | | |
| C | 03-13-12 | 95904 | KFL | 390.00 | N | NN | 390.00 | 390.00 | 0.00 | |
| | | COPY OF MEDICAL RECORDS/ FORM FEE | | | | | | | | |
| C | 05-04-12 | 99080 | KFL | 33.17 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 05-04-12 | OPMEDLEG | KFL | -33.17 | N | | | | | PATNT |
| | 1817 | | | | | | | | | |
| | | RETURN OFFICE EVALUATION | | | | | | | | |
| C | 05-16-12 | 99212 | KFL | 75.00 | N | NN | 75.00 | 75.00 | 0.00 | |
| | | COPY OF MEDICAL RECORDS/ FORM FEE | | | | | | | | |
| C | 07-26-12 | 99080 | KFL | 67.86 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-26-12 | OPMEDLEG | KFL | -67.86 | N | | | | | PATNT |
| | 1812 | | | | | | | | | |
| | | COPY OF MEDICAL RECORDS/ FORM FEE | | | | | | | | |
| C | 07-31-12 | 99080 | KFL | 20.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-31-12 | OPMEDLEG | KFL | -20.00 | N | | | | | PATNT |
| | AA8476013 | | | | | | | | | |

| | Charges | Receipts | Debits | Credits | Balance |
|---|---|---|---|---|---|
| Patient: | 2946.03 | -526.03 | 0.00 | 0.00 | 2420.00 |
| Insurance: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS: | 2946.03 | -526.03 | 0.00 | 0.00 | 2420.00 |

ASSOCIATED NEUROLOGY S C
1900 Hollister Drive, Suite 250
Libertyville IL 60048
(847) 549-0055

---

| | |
|---|---|
| TRANSACTION TYPE: | SALE |
| VISA | XXXX XXXX XXXX 3318 |
| TRANSACTION ID: | 263835176 |
| APPROVAL CODE: | 004280 |
| DATE: | 02/04/13 10:50:56 |
| INVOICE NO: | 020413 |
| SALE AMOUNT: | $115.00 |

X----------

PAUL R DULBERG

CARDHOLDER WILL AGREE TO PAY
TOTAL AMOUNT ACCORDING TO
CARD ISSUER AGREEMENT

051057 038500 000344L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 03/31/13 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT
072 MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS: (847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

PLEASE PAY PROMPTLY

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 0.00 | 2420.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 01/31/13 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT

804 MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

YOUR ACCOUNT IS PAST DUE PLEASE PAY AMOU NT DUE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 0.00 | 2420.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

031037 038300 000370L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 12/31/12 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT

254 MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

PLEASE PAY PROMPTLY

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 0.00 | 2420.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

031037 038300 001446L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 11/30/12 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT
662 MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |
| 112112 | PAUL | SUBPOENA FEE | 67.86 | 0.00 | 67.86 | 0.00 |
| 112112 | PAUL | | -67.86 | | | |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 0.00 | 2420.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

051057 058500 0042446

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 10/31/12 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT

130 MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

PLEASE PAY PROMPTLY

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 0.00 | 2420.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

031037 038300 001044L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 08/31/12 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT
700 MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |
| 073112 | PAUL | | 20.00 | 0.00 | 20.00 | 0.00 |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

PLEASE PAY PROMPTLY

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 75.00 | 2345.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 02/28/13 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

**ADDRESSEE:**

PAUL DULBERG
4606 HAYDEN COURT
847
MCHENRY, IL 60051-7918

**REMIT TO:**

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

**STATEMENT**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMEN

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |
| 020413 | PAUL | RETURN OFFICE EVALUATION | 115.00 | 0.00 | 115.00 | 0.00 |
| 020413 | PAUL | PATIENT PAYMENT | -115.00 | | | |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 0.00 | 2420.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

*HAND SURGERY ASSOCIATES SC*
*37400 EAGLE WAY*
*CHICAGO, IL 60678-1374*

ADDRESS SERVICE REQUESTED

IF PAYING BY MASTERCARD, OR VISA, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA

| CARD NUMBER | VERIFICATION # |
|---|---|
| CARDHOLDER NAME | EXP. DATE |
| SIGNATURE | AMOUNT |

SA08 1003 0004274 220004274

[redacted] ADDRESSEE [redacted]

>14134 2242700 001 092096

PAUL DULBERG
4606 HAYDEN
MCHENRY, IL 60050

[redacted] REMIT TO [redacted]

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO IL 60678-1374

| Page | Statement Date | Due Date | Office Phone Number | Account # | Patient Balance | Show Amount Paid Here $ |
|---|---|---|---|---|---|---|
| 1 | 12/07/12 | 12/22/12 | (847) 956-0099 | 80330 | 8877.00 | |

☐ Please check box and use reverse side to indicate address or Insurance changes

## STATEMENT

RETURN THIS PORTION WITH PAYME

| Date | ICPT & Reason | Explanation of Activity | Charges & Debits | Insurance Pending | Payments & Credits | Patient Amount |
|---|---|---|---|---|---|---|
| Patient: Paul Dulberg | | | | | | |
| | | Balance Forward | 8821.00 | | | |
| | | ---- Balance Forward Total | | | | 8821.0 |
| Provider: Associates, S.C., Hand Surgery | | | | | | |
| Voucher: 983430 | | | | | | |
| 09/14/12 | 751 | STATE OF ILLINOIS MEDIC | 20.00 | | | |
| 09/27/12 | CK#AA876747 | Self Pay Check Payment | | | -20.00 | |
| | | ---- Visit Total | | | | 0.0 |
| Voucher: 1059220 | | | | | | |
| 11/16/12 | 751 | STATE OF ILLINOIS MEDIC | 20.00 | | | |
| 11/14/12 | CK #AA88881 | Self Pay Check Payment | | | -20.00 | |
| | | ---- Visit Total | | | | 0.0 |
| Provider: Sagerman, Scott D | | | | | | |
| Voucher: 751730 | | | | | | |
| 09/28/12 | RECEIPT #13 | Self Pay Credit Card Pa | | | -20.00 | |
| 10/30/12 | Receipt #13 | Self Pay Credit Card Pa | | | -20.00 | |
| 11/30/12 | Receipt #13 | Self Pay Credit Card Pa | | | -16.00 | |
| | | ---- Visit Total | | | | -56.0 |
| Voucher: 767730 | | | | | | |
| 11/30/12 | Receipt #13 | Self Pay Credit Card Pa | | | -4.00 | |
| | | ---- Visit Total | | | | -4.0 |
| Voucher: 1020590 | | | | | | |
| 10/22/12 | 99213 | Office Outpt Est15 Min | 116.00 | | | |
| | | ---- Visit Total | | | | 116.0 |

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

Account Number: 8033(
Office Phone Number: (847)956-009

Your prompt payment is greatly appreciated.

Ins. Pending: 0.0(
Patient Balance: 8877.0(

14134 2242700 014135 014135 00001/00001 920966912

POP 000799

92096S110

*HAND SURGERY ASSOCIATES SC*
*37400 EAGLE WAY*
*CHICAGO, IL 60678-1374*

ADDRESS SERVICE REQUESTED

| IF PAYING BY MASTERCARD, OR VISA, FILL OUT BELOW. | |
|---|---|
| *CHECK CARD USING FOR PAYMENT* | |
| ☐ MASTERCARD ☐ VISA | |
| CARD NUMBER | VERIFICATION # |
| CARDHOLDER NAME | EXP. DATE |
| SIGNATURE | AMOUNT |

SA09 1003 0004274 220004274

[redacted] ADDRESSEE [redacted]

>12303 2323843 001 092096

PAUL DULBERG
4606 HAYDEN
MCHENRY, IL 60050

[redacted] REMIT TO [redacted]

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO IL 60678-1374

| Page | Statement Date | Due Date | Office Phone Number | Account # | Patient Balance | Show Amount Paid Here $ |
|---|---|---|---|---|---|---|
| 1 | 02/08/13 | 02/23/13 | (847) 956-0099 | 80330 | 9209.00 | |

☐ Please check box and use reverse side to indicate address or Insurance changes

**STATEMENT**

RETURN THIS PORTION WITH PAYMEN

| Date | ICPT & Reason | Explanation of Activity | Charges & Debits | Insurance Pending | Payments & Credits | Patient Amount |
|---|---|---|---|---|---|---|
| Patient: Paul Dulberg | | | | | | |
| | | Balance Forward | 8881.00 | | | |
| | | ---- Balance Forward Total | | | | 8881.00 |
| Provider: Sagerman, Scott D | | | | | | |
| Voucher: 767730 | | | | | | |
| 11/30/12 | Receipt #13 | Self Pay Credit Card Pa | | | -4.00 | |
| 01/14/13 | RECEIPT #13 | Self Pay Credit Card Pa | | | -20.00 | |
| 01/31/13 | RECEIPT #13 | Self Pay Credit Card Pa | | | -20.00 | |
| | | ---- Visit Total | | | | -44.00 |
| Voucher: 1025240 | | | | | | |
| 12/03/12 | 99213 | Office Outpt Est15 Min | 116.00 | | | |
| 12/03/12 | 73080 | Radex Elbw Compl Minimu | 166.00 | | | |
| | | ---- Visit Total | | | | 282.00 |
| Voucher: 1076080 | | | | | | |
| 01/14/13 | 99212 | Office Outpt Est 10 Min | 90.00 | | | |
| | | ---- Visit Total | | | | 90.00 |

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

Account Number: 80330
Office Phone Number: (847)956-0099

Your prompt payment is greatly appreciated.

Ins. Pending: 0.00
Patient Balance: 9209.00

12303 2323843 012304 012304 00001/00001 920966912

**HAND SURGERY ASSOCIATES, S.C.**
SPECIALISTS IN THE SHOULDER, ELBOW WRIST AND HAND

MICHAEL I. VENDER, MD. PRASANT ATLURI, M.D.
SCOTT D. SAGERMAN, M.D. SAM J. BIAFORA, M.D.
MICHAEL V. BIRMAN, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: 03/19/1970
Date of Service: 12/03/2012

CHART NOTE:
The patient was in the office today for evaluation of his right hand. He still has some weakness in his pinch strength and difficulty grasping objects. He is performing home exercises.

He also reports a recent onset of left elbow symptoms with no preceding trauma.

PHYSICAL EXAMINATION: Examination of the right elbow and forearm scars are stable with no tenderness or sensitivity. Finger motion is normal. There is slight weakness in key pinch. Sensation is intact in all distributions.

The left elbow shows tenderness at the lateral epicondyle. Range of motion is guarded. There is pain at the end range of extension and pain is reproduced with resisted wrist extension. There is no effusion or bursitis. The posteromedial scar is stable. There is no joint crepitus.

X-RAY EXAMINATION: Multiple views of the left elbow today are negative.

IMPRESSION: Left lateral epicondylitis.

TREATMENT PLAN: I explained the diagnosis and treatment options. The etiology of the condition was discussed. A therapy referral is given for epicondylitis protocol. Activity modifications were explained. He will continue home exercises for the right hand for strengthening.

Follow-up 4-6 weeks. Work status is limited forceful gripping; limited lifting/pushing/pulling.

NEXT VISIT: 4-6 weeks.

ACTIVITY/WORK STATUS: Restricted. Limited forceful gripping; limited lifting/pushing/pulling.
Scott D. Sagerman, MD./sld

**PHONE: 847-956-0099 FAX: 847-956-0433**
**515 W. ALGONQUIN ROAD, SUITE 120 ARLINGTON HEIGHTS, IL 60005**
ALSIP BOLINGBROOK CHICAGO COUNTRYSIDE
EMHURST GLENVIEW OAKLAWN VERNON HILLS

WWW.HSASC.COM

*HAND SURGERY ASSOCIATES SC*
*37400 EAGLE WAY*
*CHICAGO, IL 60678-1374*

ADDRESS SERVICE REQUESTED

IF PAYING BY MASTERCARD, OR VISA, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA

| CARD NUMBER | VERIFICATION # |
|---|---|
| CARDHOLDER NAME | EXP. DATE |
| SIGNATURE | AMOUNT |

FR12 1003 0004274 220004274

[redacted] ADDRESSEE [redacted]

>13520 2180750 001 092096

PAUL DULBERG
4606 HAYDEN
MCHENRY, IL 60050

[redacted] REMIT TO [redacted]

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO IL 60678-1374

| Page | Statement Date | Due Date | Office Phone Number | Account # | Patient Balance | Show Amount Paid Here $ |
|---|---|---|---|---|---|---|
| 1 | 10/11/12 | 10/26/12 | (847) 956-0099 | 80330 | 8801.00 | |

☐ Please check box and use reverse side to indicate address or Insurance changes

## STATEMENT

RETURN THIS PORTION WITH PAYMEN

| Date | ICPT & Reason | Explanation of Activity | Charges & Debits | Insurance Pending | Payments & Credits | Patient Amount |
|---|---|---|---|---|---|---|
| Patient: Paul Dulberg | | | | | | |
| | | Balance Forward | 8811.00 | | | |
| | | ---- Balance Forward Total | | | | 8811.0 |
| Provider: Associates, S.C., Hand Surgery | | | | | | |
| Voucher: 983430 | | | | | | |
| 09/14/12 | 751 | STATE OF ILLINOIS MEDIC | 20.00 | | | |
| 09/27/12 | CK#AA876747 | Self Pay Check Payment | | | -20.00 | |
| | | ---- Visit Total | | | | 0.0 |
| Provider: Sagerman, Scott D | | | | | | |
| Voucher: 751730 | | | | | | |
| 07/30/12 | RECEIPT 126 | Self Pay Credit Card Pa | | | -20.00 | |
| 08/28/12 | RECEIPT 128 | Self Pay Credit Card Pa | | | -20.00 | |
| 09/28/12 | RECEIPT #13 | Self Pay Credit Card Pa | | | -20.00 | |
| | | ---- Visit Total | | | | -60.0 |
| Voucher: 919100 | | | | | | |
| 08/27/12 | 99024 | Po F-Up Vst Related To | 0.00 | | | |
| 08/27/12 | E0191 | Protector Heel Or Elbow | 50.00 | | | |
| | | ---- Visit Total | | | | 50.0 |

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

Account Number: 80330

Office Phone Number: (847)956-0099

Your prompt payment is greatly appreciated.

Ins. Pending: 0.00

Patient Balance: 8801.00

13520 2180750 013521 013521 00001/00001 920966912

POP 000802

92096S1102E

**Subject:** Fwd: Case files

**From:** Hans Mast (hansmast@att.net)

**To:** sheilamquinlan@yahoo.com;

**Date:** Monday, July 20, 2015 8:17 AM

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dulberg <pdulberg@comcast.net>
**Date:** July 20, 2015 at 8:07:04 AM CDT
**To:** Hans Mast <hansmast@att.net>
**Subject: Case files**

Hi Hans,
Sorry I need to bother you again.
I need your electronic case file for Paul Dulberg along with all paper files you have.
I did get the paper files from Brad Balke however of the plaintiffs/defendants depositions I received sections are missing in each and there are no dr's depositions at all. Brad promises he turned over everything he received from you.
Please collect all relevant information you have for this and notify me when it will be available to be picked up.
Thank you in advance for your help with this matter,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

Please put his file together to hand over

* I need your help on what to send.

Depos - Bills - Recds -

I ~~Scott Dulberg~~ (Scott Dulberg)
picked up file materials
for Paul Dulberg on 8/17/15.

~~Scott Dulberg~~
Scott Dulberg.

815-714-4043

# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: NOVEMBER 20, 2013

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: November 20, 2013

---

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Dr. Frank W. Sek
4606 W. Elm Street
McHenry, IL 60050
815-385-0164

| | |
|---|---|
| 07/01/11 | $80.00 |
| 07/08/11 | 80.00 |
| 01/14/12 | 80.00 |
| 02/13/12 | 80.00 |
| 03/13/13 | 100.00 |
| 04/24/13 | 90.00 |
| 08/06/12 | 80.00 |
| Total | $590.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048

847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| 01/30/12 | 105.00 | |
| 02/13/12 | 75.00 | |
| 03/13/12 | 1,415.00 | |
| 05/16/12 | 75.00 | |
| 02/04/13 | 115.00 | |
| 08/14/13 | 75.00 | |
| Total | | $3,015.00 |

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive
Suite 6035
Chicago, IL 60675
708-237-7200 - Acct. 1002454

| | | |
|---|---|---|
| 12/02/11 | $230.00 | |
| 01/06/12 | 160.00 | |
| Total | | $390.00 |

Dynamic Hand Therapy & Rehab
498 S US Highway 12
Suite C
Fox Lake, IL 60020
847-587-3301 - Acct. 0042000185

| | | |
|---|---|---|
| 12/06/11 thru 10/02/13 | $30,190.00 | $30,190.00 |

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065

| | | |
|---|---|---|
| 02/03/12 | $3,390.00 | $3,390.00 |

Hand Surgery Associates, SC
Dr. Sagerman/Dr. Biafora
515 W. Algonquin Road
Arlington Heights, IL 60005
847-956-0099 - Acct. 80330

| | |
|---|---|
| 04/02/12 | $116.00 |
| 05/14/12 | 90.00 |
| 05/17/12 | 116.00 |
| 06/06/12 | 171.00 |
| 07/09/12 | 8,338.00 |

| | | |
|---|---|---|
| 10/22/12 | 116.00 | |
| 12/03/12 | 282.00 | |
| 01/14/13 | 90.00 | |
| Total | | $9,319.00 |

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673
847-618-4747 - Acct. 71265382

| | | |
|---|---|---|
| 07/09/12 | $6,366.00 | $6,366.00 |

Northwest Suburban Anesthesiologist, Ltd
8163 Solutions Center
Chicago, IL 60677-8001
800-709-2715 - Acct. 71265382

| | | |
|---|---|---|
| 07/09/12 | $1,365.00 | $1,365.00 |

Alexian Brothers Medical Group
PO Box 5588
Belfast, ME 04915-5500
847-506-6622 - Acct. 315684A380

| | | |
|---|---|---|
| 09/25/13 | $153.00 | $153.00 |

Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722

| | | |
|---|---|---|
| 06/28/11 | $48.68 | $48.68 |

Walmart Pharmacy
3801 Running Brook Farms Blvd.
Johnsburg, IL 60051

| | | |
|---|---|---|
| 05/16/12 | $25.79 | |
| 06/11/12 | 126.08 | |
| 07/09/12 | 16.11 | |
| 07/19/12 | 21.15 | |
| 08/02/12 | 126.08 | |
| 10/02/12 | 126.08 | |
| 11/16/12 | 126.78 | |
| 12/28/12 | 126.54 | |
| 02/09/13 | 126.68 | |
| Total | | $821.29 |

| | | |
|---|---|---|
| TOTAL EXPENSES: | | $58,367.72 |
| Misc Expenses | | |
| Medical Supplies | $19.61 | |
| Total Misc. Expenses | | $19.61 |
| TOTAL ALL EXPENSES | | $58,387.33 |

# Moraine Emergency Physicians

MORAINE EMERGENCY PHYSICIANS
PO BOX 8759
PHILADELPHIA, PA 19101-8759

## STATEMENT OF ACCOUNT (1)

Statement Date: July 16, 2011

**ACCOUNT NUMBER: MNI711179003233**

**Patient Name: PAUL R DULBERG**

Tax ID #: 75-2896896
Account Balance: $1,346.00
Amount Pending Insurance: $0.00
Amount Due From Patient (Current): $1,346.00
Amount Due From Patient (Past Due): $0.00

**Pay This Amount: $1,346.00**

**PLEASE REMIT PAYMENT BY "PAYMENT DUE BY" DATE. THANK YOU. Please refer to coupon below for payment instructions.**

131409-0711179003233-05
#BWNJFDB
#00000MNI11606478#
PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

**Pay your bill securely online anytime at www.MyMedicalPayments.com**

| Date | # | Description | Charge | Paid By First Ins. | Paid By Other Ins. | Paid By Patient | Amount Adjusted | Due From Insurance | PATIENT BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 08/28/11 | 1 | 99283-25 EMERG INJURY EVAL & MGMT-LVL 3<br>DX:880.03 DR. FORD/CENTEGRA HOSPITAL MCHENRY | $537.00 | | | | | | $537.00 |
| 08/28/11 | 2 | 12004 WOUND REP 7.6-12.5CM SCALP,ETC<br>DX:880.03 DR. FORD/CENTEGRA HOSPITAL MCHENRY | $809.00 | | | | | | $609.00 |
| | | THIS STATEMENT MAY NOT REFLECT ANY PAYMENTS YOU MADE AT TIME OF SERVICE. | | | | | | | |
| | | **TOTALS:** | $1,346.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,346.00 |

***Important Messages:***

This statement is for the direct treatment and/or supervision of care you recently received from an Emergency Physician at Centegra Hospital McHenry. The fees for this private physician are billed separately from any hospital charges or other professional fees for which you may also be responsible. Therefore, should you receive a bill from the hospital or other physicians for charges in connection with this visit, it will not include the items listed on this statement.

**"Payment Plans" Accepted**
**Questions about this statement?/Llame de Lunes a Viernes?**
**Call 1-800-355-2470 Monday through Friday 9:30AM - 4:00PM.**
**Your automated system access code is 0230-711179003233, or you can send email to billing_questions@emcare.com.**

91384-01-9426 **Please detach and return bottom portion with your remittance.**

## STATEMENT OF ACCOUNT

Statement Date: July 16, 2011

PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

YOU MAY PAY THIS BILL WITH YOUR CREDIT CARD
PLEASE SEE REVERSE SIDE.

**Make Check/Money Order payable to:**

MORAINE EMERGENCY PHYSICIANS
PO BOX 8759
PHILADELPHIA, PA 19101-8759

**ACCOUNT NUMBER: MNI711179003233**

**Patient Name: PAUL R DULBERG**

**Payment Due By: 08/05/11**
**Amount Due: $1,346.00**
**Amount Enclosed:**

Go Green - pay online at
**www.MyMedicalPayments.com**
PROMPT PAY DISCOUNTED
BALANCE : $ 807.60

Insurance information not on file

**40% Discount Offer**
In consideration of your uninsured status, we are willing to extend a 40% prompt pay discount.

☐ If your address has changed, check this box. and complete the reverse side of this form

13140907111790032330013460000000000000006

# Northern Illinois Medical Center

**Northern Illinois Medical Center TAX ID# 362338884**
**4201 Medical Center Dr**
**McHenry, IL 60050**
**(815) 338-2544**

F/C:LI P/T:EDB

DULBERG,PAUL R 11179-00323 06/28/11 06/28/11 1

APIWAT W FORD

PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

601067 PAUL DULBERG/ACCIDENT

99999 999999999 12/08/11

| | CODE | DESCRIPTION | QTY | |
|---|---|---|---|---|
| | ***250 | PHARMACY | | |
| 06/28 | 000196 | CEFADROXIL MONOH 500MG,CAPSUL | 1 | 19.00 |
| 06/28 | 002870 | HYDROCODONE-AC 10-325MG,TABLE | 1 | 7.50 |
| 06/28 | 000630 | BUPIVACAINE HCL 0. 0.25%,30 M | 1 | 26.50 |
| | | AREA TOTAL *** | | 53.00 |
| | ***258 | PHARMACY IV SOLUTIONS | | |
| 06/28 | 012251 | SODIUM CHLORIDE 0.9% 1000ML IRRIG | 2 | 184.00 |
| | | AREA TOTAL *** | | 184.00 |
| | ***272 | STERILE SUPPLIES | | |
| 06/28 | 012458 | TRAY LACERATION | 1 | 125.00 |
| | | AREA TOTAL *** | | 125.00 |
| | ***320 | RADIOLOGY | | |
| 06/28 | 010135 | FOREARM XR | 1 | 225.00 |
| | | AREA TOTAL *** | | 225.00 |
| | ***450 | EMERGENCY DEPARTMENT | | |
| 06/28 | 012004 | REPAIR SIMPLE 12.5 CM | 1 | 271.25 |
| 06/28 | 019283 | ED LEVEL III | 1 | 310.00 |
| | | AREA TOTAL *** | | 581.25 |
| | ***636 | QUANTIFIED DRUGS | | |
| 06/28 | 003507 | DIPHTHERIA-PERTUSSIS-TE,.5 ML | 1 | 155.50 |
| | | AREA TOTAL *** | | 155.50 |

| | |
|---|---|
| TOTAL CHARGES | 1,323.75 |
| TOTAL PAYMENTS/ADJUSTMENTS | 0.00 |
| | 1,323.75 |
| | 1,323.75 |
| | 0.00 |

Northern Illinois Medical Center TAX ID# 362338884
4201 Medical Center Dr
McHenry, IL 60050
(815) 338-2544

F/C:LI P/T:EDB

DULBERG,PAUL R 11179-00323 06/28/11 06/28/11 1

APIWAT W FORD

PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

601067 PAUL DULBERG/ACCIDENT

99999 999999999 12/08/11

| CODE | DESCRIPTION | QTY |
|---|---|---|
| 250 | PHARMACY | 53.00 |
| 258 | PHARMACY IV SOLUTIONS | 184.00 |
| 272 | STERILE SUPPLIES | 125.00 |
| 320 | RADIOLOGY | 225.00 |
| 450 | EMERGENCY DEPARTMENT | 581.25 |
| 636 | QUANTIFIED DRUGS | 155.50 |

TOTAL CHARGES 1,323.75

TOTAL PAYMENTS/ADJUSTMENTS 0.00

1,323.75

1,323.75

0.00

Northern Illinois Medical Center TAX ID# 362338884
4201 Medical Center Dr
McHenry, IL 60050
(815) 338-2544

F/C:LI P/T:EDB

DULBERG,PAUL R 11179-00323 06/28/11 06/28/11 1

APIWAT W FORD

PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

601067 PAUL DULBERG/ACCIDENT

99999 999999999 12/08/11

| CODE | DESCRIPTION | QTY | |
|---|---|---|---|
| | Total Charges: | | |
| 250 | PHARMACY | | 53.00 |
| 258 | PHARMACY IV SOLUTIONS | | 184.00 |
| 272 | STERILE SUPPLIES | | 125.00 |
| 320 | RADIOLOGY | | 225.00 |
| 450 | EMERGENCY DEPARTMENT | | 581.25 |
| 636 | QUANTIFIED DRUGS | | 155.50 |

| | | | |
|---|---|---|---|
| Insurance Benefits | 601067 COB. 1 | | |
| Total Charges | 1,323.75 | | |
| Non-Covered Chgs | 0.00 | | |
| Deductibles/Co-Ins | 0.00 | | Patient |
| COB/Plan Amt Due | 1,323.75 | | 0.00 |
| Payments | 0.00 | | 0.00 |
| Adjs/Refunds | 0.00 | | 0.00 |
| Balance Transfers | 0.00 | | 0.00 |
| Balance Due | 1,323.75 | | 0.00 |
| Third Party Excess | | 0.00 | |
| Account Balance | | 1,323.75 | |

1,323.75

1,323.75

0.00

# McHenry Radiologists Imaging Associates

# STATEMENT

0001

**McHenry Radiologists Imaging Associates**
P.O. Box 220
McHenry IL 60051-0220

CHECK CREDIT CARD USING FOR PAYMENT AND FILL OUT BELOW.

☐ MasterCard ☐ VISA

| CARD NUMBER | SEC. CODE | AMOUNT |
|---|---|---|
| NAME ON CARD (PLEASE PRINT) | | EXP. DATE |
| SIGNATURE | | |

| STATEMENT DATE | ACCOUNT # | PAY THIS AMOUNT |
|---|---|---|
| 07/07/2011 | 235130-QMRIG | $50.00 |

AMOUNT PAID

Office Hours: 9:00am - 4:00pm, Monday - Friday
Phone: 815/759-0800 IRS# 36-3907435

Pay online at **www.ePayitOnline.com**
CodeID: **MCHENRY5** Access #: **2038252-1-63**
Guarantor: PAUL R DULBERG
Invoice #: 833112

MAKE CHECK PAYABLE & REMIT TO:

01518

Paul R Dulberg
4606 Hayden Court
McHenry IL 60051-7918

**McHenry Radiologists Imaging Associates**
P.O. Box 220
McHenry IL 60051-0220

MCHENRY5-0280287-0000000-2038252-001-000063-#007210-0001

☐ PLEASE CHECK BOX IF ABOVE ADDRESS IS INCORRECT AND INDICATE CHANGES ON BACK

DETACH HERE — AND RETURN THIS TOP PORTION WITH YOUR PAYMENT USING THE RETURN ENVELOPE ENCLOSED

| DATE | CODE | DESCRIPTION OF SERVICES | AMOUNT |
|---|---|---|---|
| | | CHARGES FOR PATIENT: PAUL DULBERG (235130-QMRIG) | |
| 06/28/11 | 73090-26 | X-RAY EXAM OF FOREARM | $50.00 |
| | | 07/07/11 GUARANTOR RESPONSIBILITY DATE (ChargeID: 1275862) | |
| | | ADDITIONAL INFORMATION CONCERNING YOUR ACCOUNT | |
| | | IF YOU HAVE INSURANCE COVERAGE FOR THIS CLAIM, PLEASE CALL OUR OFFICE. | |
| | | REFERRING PROVIDER 043 IS APIWAT FORD - UPIN: C69043 | |

**BALANCE DUE: $50.00**
**NET DUE 30 DAYS: 8/6/2011**

Guarantor: PAUL R DULBERG | Account Number: 235130-QMRIG | Statement Date: 07/07/2011

Invoice #: 833112

**McHenry Radiologists Imaging Associates**
P.O. Box 220
McHenry IL 60051-0220

Phone: 815/759-0800 IRS# 36-3907435

MCHENRY5-0280287-0000000-2038252-001-000063-#007210-0001

Dr. Frank W. Sek

TELEPHONE (815) 385-0164

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

date of service
7/1/11

Received of Paul Dulberg

Eighty _____ Dollars

ON ACCOUNT OF _____

$ 80.00 Per Frank W Sek MD

TELEPHONE (815) 385-0164 physicians ID 359 24 1324

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

date of service
~~7/8/10~~ 7/8/11

Received of Paul Dulberg

Eighty _____ Dollars

ON ACCOUNT OF Office visit removal of sutures

$ 80.00 Per Frank W Sek MD

TELEPHONE (815) 385-0164

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

1/14/12

Received of Paul Dudberg

Eighty Dollars

ON ACCOUNT OF

$ 80.00 Per Frank W Sek MD

TELEPHONE (815) 385-0164

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

2/13/12

Received of Paul Dudberg

Eighty Dollars

ON ACCOUNT OF

$ 80.00 Per Frank W Sek MD

TELEPHONE (815) 385-0164

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

date of service
3/13/12

Received of Paul Duelberg

One hundred Dollars

ON ACCOUNT OF office visit 80.00 medication 20.00

$ 100.00 Per Frank W Sek MD

TELEPHONE (815) 385-0164

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

4/24/12

Received of Paul Duelberg

Ninety Dollars

ON ACCOUNT OF office visit 80 medication 10.00

$ 90.00 Per Frank W Sek MD

TELEPHONE (815) 385-0164 physician ID 359 14 1379

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

date of service
8/6/12

Received of Paul Mulberg

Eighty Dollars

ON ACCOUNT OF office visit

$ 80.00 Frank W Sek MD

Associated Neurology, S.C.

Chart #18062 SSN# ASSOCIATED NEUROLOGY SC
DULBERG, PAUL DOB 03-19-70 1900 HOLLISTER DRIVE
4606 HAYDEN COURT SUITE 250
From 07/01/11
MCHENRY, IL 60051-7918 To 04/04/13 LIBERTYVILLE, IL 60048-5249
Home-(847) 497-4250 Office-(815 Practice-(847) 549-0055

| T | Date | Code | Prov | Chg Amount / Pay/Cr | R | IB | Balance | Fam.Bal | Ins.Bal | Carr / PaySrc |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Procedure Description | | | | | | | | |
| | Check # | | | | | | | | | |
| | | INITIAL OFFICE EVALUATION | | | | | | | | |
| C | 07-28-11 | 99203 | KFL | 225.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-28-11 | PPCASH | KFL | -135.00 | N | | | | | PATNT |
| P | 08-10-11 | PPCREDITCD | KFL | -90.00 | N | | | | | PATNT |
| | | MOTOR NCS WITH F WAVE | | | | | | | | |
| C | 08-10-11 | 95903 | KFL | 540.00 | N | NN | 540.00 | 540.00 | 0.00 | |
| | | SENSORY NCS | | | | | | | | |
| C | 08-10-11 | 95904 | KFL | 390.00 | N | NN | 390.00 | 390.00 | 0.00 | |
| | | RETURN OFFICE EVALUATION | | | | | | | | |
| C | 01-30-12 | 99213 | KFL | 105.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 01-30-12 | PPCREDITCD | KFL | -105.00 | N | | | | | PATNT |
| | | RETURN OFFICE EVALUATION | | | | | | | | |
| C | 02-13-12 | 99212 | KFL | 75.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 02-13-12 | PPCREDITCD | KFL | -75.00 | N | | | | | PATNT |
| | | EMG COMPLETE 5+MUSCLES 3+NERVES 4+SPINAL | | | | | | | | |
| C | 03-13-12 | 95886 | KFL | 485.00 | N | NN | 485.00 | 485.00 | 0.00 | |
| | | MOTOR NCS WITH F WAVE | | | | | | | | |
| C | 03-13-12 | 95903 | KFL | 540.00 | N | NN | 540.00 | 540.00 | 0.00 | |
| | | SENSORY NCS | | | | | | | | |
| C | 03-13-12 | 95904 | KFL | 390.00 | N | NN | 390.00 | 390.00 | 0.00 | |
| | | COPY OF MEDICAL RECORDS/ FORM FEE | | | | | | | | |
| C | 05-04-12 | 99080 | KFL | 33.17 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 05-04-12 | OPMEDLEG | KFL | -33.17 | N | | | | | PATNT |
| | 1817 | | | | | | | | | |
| | | RETURN OFFICE EVALUATION | | | | | | | | |
| C | 05-16-12 | 99212 | KFL | 75.00 | N | NN | 75.00 | 75.00 | 0.00 | |
| | | COPY OF MEDICAL RECORDS/ FORM FEE | | | | | | | | |
| C | 07-26-12 | 99080 | KFL | 67.86 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-26-12 | OPMEDLEG | KFL | -67.86 | N | | | | | PATNT |
| | 1812 | | | | | | | | | |
| | | COPY OF MEDICAL RECORDS/ FORM FEE | | | | | | | | |
| C | 07-31-12 | 99080 | KFL | 20.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 07-31-12 | OPMEDLEG | KFL | -20.00 | N | | | | | PATNT |
| | AA8476013 | | | | | | | | | |
| | | SUBPOENA FEE | | | | | | | | |
| C | 09-12-12 | 99075 17 | KFL | 38.37 | N | NN | 0.00 | 0.00 | 0.00 | |

Chart #18062
DULBERG, PAUL
4606 HAYDEN COURT

MCHENRY, IL 60051-7918
Home-(847) 497-4250 Office-(815

SSN#
DOB 03-19-70

From 07/01/11
To 04/04/13

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250

LIBERTYVILLE, IL 60048-5249
Practice-(847) 549-0055

| T | Date / Check # | Code / Procedure Description | Prov | Chg Amount / Pay/Cr | R | IB | Balance | Fam.Bal | Ins.Bal | Carr / PaySrc |
|---|---|---|---|---|---|---|---|---|---|---|
| P | 09-12-12 1935 | OPMEDLEG | KFL | -20.00 | N | | | | | PATNT |
| P | 09-12-12 1955 | OPMEDLEG | KFL | -18.37 | N | | | | | PATNT |
| | | SUBPOENA FEE | | | | | | | | |
| C | 11-21-12 | 99075 17 | KFL | 67.86 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 11-21-12 00668054 | OPMEDLEG | KFL | -67.86 | N | | | | | PATNT |
| | | RETURN OFFICE EVALUATION | | | | | | | | |
| C | 02-04-13 | 99213 | KFL | 115.00 | N | NN | 0.00 | 0.00 | 0.00 | |
| P | 02-04-13 | PPCREDITCD | KFL | -115.00 | N | | | | | PATNT |

| | Charges | Receipts | Debits | Credits | Balance |
|---|---|---|---|---|---|
| Patient: | 3167.26 | -747.26 | 0.00 | 0.00 | 2420.00 |
| Insurance: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS: | 3167.26 | -747.26 | 0.00 | 0.00 | 2420.00 |

TOTAL Pd owed

031037 038300 002704L

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

| CARD NUMBER | AMOUNT |
|---|---|
| SIGNATURE | EXP. DATE |

| STATEMENT DATE | PAY THIS AMOUNT | ACCT. # |
|---|---|---|
| 08/31/13 | 2420.00 | 19316 |

SHOW AMOUNT PAID HERE $

ADDRESSEE:

10Z002376
POCKET 2

PAUL DULBERG
4606 HAYDEN COURT

MCHENRY, IL 60051-7918

REMIT TO:

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

# STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| DATE | PATIENT | DESCRIPTION | CHARGES PAYMENTS ADJUSTMENTS | INSURANCE/ ADJUSTMENTS PAID | PATIENT PAID | PATIENT BALANCE DUE |
|---|---|---|---|---|---|---|
| 081011 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 081011 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 031312 | PAUL | EMG COMPLETE 5+MUSCLES 3+NERVE | 485.00 | 0.00 | 0.00 | 485.00 |
| 031312 | PAUL | MOTOR NCS WITH F WAVE | 540.00 | 0.00 | 0.00 | 540.00 |
| 031312 | PAUL | SENSORY NCS | 390.00 | 0.00 | 0.00 | 390.00 |
| 051612 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 0.00 | 75.00 |
| 081413 | PAUL | RETURN OFFICE EVALUATION | 75.00 | 0.00 | 75.00 | 0.00 |
| 081413 | PAUL | PATIENT PAYMENT | -75.00 | | | |

ACCOUNT NUMBER: 19316

FOR QUESTIONS, PLEASE CALL PATIENT ACCOUNTS:
(847) 549-0055

ITEMS MARKED WITH AN ASTERISK <*> HAVE BEEN BILLED TO YOUR INSURANCE

| AGING | CURRENT BALANCE | OVER 30 | OVER 60 | OVER 90 | OVER 120 | TOTAL |
|---|---|---|---|---|---|---|
| INSURANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PATIENT | 0.00 | 0.00 | 0.00 | 0.00 | 2420.00 | 2420.00 |

MAKE CHECKS PAYABLE TO: ASSOCIATED NEUROLOGY SC

PATIENT BALANCE 2420.00

# MidAmerica Hand to Shoulder Clinic
# Dr. Talerico

Date Printed: 06/21/2012
Time Printed: 07:52:26

MIDAMERICA ORTHOPAEDICS
75 REMITTANCE DR STE 6035



CHICAGO IL 60675
Tax Id#: 263727319

Group#: MAO

| Inv# | Servdate | Xp | Dept | Dr | Fac | Ref | Proc | Mi | Mz | Desc | Diag 1 | Ins/Comment | Amount | Resp Bal | Ins Bal |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Patient#: 1002454 DULBERG, PAUL R. | | | | | | | | | | | | | | | |
| 1 | 12/02/11 | 1 | | MGT | LIMP | | 99203 | | | OFFICE OUTPT | 906.1 | AMOI Y 2 | 230.00 | .00 | 230.00 |
| 2 | 01/06/12 | 1 | | MGT | LIMP | 735 | 99213 | | | OFFICE OUTPT | 906.1 | AMOI Y 1 | 160.00 | .00 | 160.00 |

1) Group# MAO MIDAMERICA ORTHOPAEDICS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| --> Resp Charges : | .00 | Pays : | .00 | Adjs : | .00 | Bal Due : | .00 |
| --> Ins Charges : | 390.00 | Pays : | .00 | Adjs : | .00 | Bal Due : | 390.00 |
| --> Charges : | 390.00 | Pays : | .00 | Adjs : | .00 | Bal Due : | 390.00 |

Grand Totals :

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| --> Resp Charges : | .00 | Pays : | .00 | Adjs : | .00 | Bal Due : | .00 |
| --> Ins Charges : | 390.00 | Pays : | .00 | Adjs : | .00 | Bal Due : | 390.00 |
| --> Charges : | 390.00 | Pays : | .00 | Adjs : | .00 | Bal Due : | 390.00 |

Parameters Used To Select This Report :
REPORT OPTION : Detail
FREELINE OPTION : No Freelines
ADDITIONAL DATA OPTION : No Additional Information
First Selection Parameters:

CPT copyright 2009 American Medical Association. All rights reserved.

Dynamic Hand Therapy & Rehab

dynamic
HAND THERAPY
and Rehabilitation

| MAKE CHECKS PAYABLE TO: |
|---|
| Dynamic Hand Therapy - Fox Lake<br>498 South Route 12 Suite C<br>Fox Lake, IL. 600201908<br>(847) 587-3301 |

## STATEMENT

| STATEMENT PERIOD | BALANCE DUE |
|---|---|
| 10-07-13 | 24604.00 |

NOTE: THIS IS A LINE ITEM STATEMENT AND WILL SHOW ALL ACTIVITY FOR EACH DATE OF SERVICE IN THIS STATEMENT PERIOD

**Paul Dulberg**
**4606 Hayden Court**
**Mchenry, IL. 60050**

**Account# 0042000185**

**Re: Paul Dulberg**
**Account# 0042000185**
**Payment Due:** 24604.00
**Due Date:** 11-07-13

**PATIENT MESSAGE:** PLEASE CONTACT OUR OFFICE WITH THE STATUS OF YOUR CASE AT 815-399-1975. THANK YOU.
=====> call our office with questions

**Make Checks Payable to:** Dynamic Hand Therapy - Fox Lake

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 12-06-11 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | 0.00 | 0.00 | 187.00 | 187.00 |
| Payment | PCC | CREDIT CARD | | | -70.00 | | | -70.00 | -70.00 |
| Total | | | **187.00** | **0.00** | **-70.00** | **0.00** | **0.00** | **117.00** | **117.00** |
| 12-08-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-08-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-08-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-08-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-12-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-12-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-12-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |

COMMENTS

TOTAL ACCOUNT BALANCE: 24604.00
INSURANCE PENDING: 0.00
PATIENT BALANCE: 24604.00 <- Amt Due

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 12-12-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 12-14-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-14-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-14-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-14-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| 12-14-11 | 97014 | E-Stim Unattended | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **328.00** | **0.00** | **0.00** | **0.00** | **0.00** | **328.00** | **328.00** |
| 12-15-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-15-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-15-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-15-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 12-19-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-19-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-19-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-19-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-20-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-20-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-20-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-20-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-23-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-23-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-23-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-23-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-27-11 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 12-27-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-27-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-27-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 12-29-11 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 12-29-11 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 12-29-11 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 12-29-11 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 01-03-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 01-03-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-03-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **220.00** | **0.00** | **0.00** | **0.00** | **0.00** | **220.00** | **220.00** |
| 01-05-12 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| 01-05-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **317.00** | **0.00** | **0.00** | **0.00** | **0.00** | **317.00** | **317.00** |
| 01-09-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-09-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-09-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-09-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-11-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-11-12 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| 01-11-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-11-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| 01-11-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | -172.00 | 0.00 | 0.00 | 0.00 |
| 01-11-12 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | -150.00 | 0.00 | 0.00 | 0.00 |
| 01-11-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 0.00 | 0.00 |
| 01-11-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | -54.00 | 0.00 | 0.00 | 0.00 |
| **Total** | | | **870.00** | **0.00** | **0.00** | **-435.00** | **0.00** | **435.00** | **435.00** |
| 01-16-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-16-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-16-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-16-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-18-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 01-18-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-18-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-18-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 01-23-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-23-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-23-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-23-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-25-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 01-25-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 01-25-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-25-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 01-30-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 01-30-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 01-30-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 01-30-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 02-01-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 02-01-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 02-01-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 02-01-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 02-06-12 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| 02-06-12 | 97112 | Neuromuscular Re-education | 87.00 | 0.00 | 0.00 | 0.00 | 0.00 | 87.00 | 87.00 |
| **Total** | | | **345.00** | **0.00** | **0.00** | **0.00** | **0.00** | **345.00** | **345.00** |
| 04-03-12 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | 0.00 | 0.00 | 187.00 | 187.00 |
| 04-03-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 04-03-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-03-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **407.00** | **0.00** | **0.00** | **0.00** | **0.00** | **407.00** | **407.00** |
| 04-05-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-05-12 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| 04-05-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-05-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **435.00** | **0.00** | **0.00** | **0.00** | **0.00** | **435.00** | **435.00** |
| 04-10-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-10-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-10-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **301.00** | **0.00** | **0.00** | **0.00** | **0.00** | **301.00** | **301.00** |
| 04-12-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-12-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-12-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **285.00** | **0.00** | **0.00** | **0.00** | **0.00** | **285.00** | **285.00** |
| 04-16-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-16-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-16-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-16-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| Total | | | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 360.00 | 360.00 |
| 04-18-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 04-18-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-18-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-18-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 04-26-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-26-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-26-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-26-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 360.00 | 360.00 |
| 04-27-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 04-27-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-27-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 04-27-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 05-02-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 05-02-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-02-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-02-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 360.00 | 360.00 |
| 05-04-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-04-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-04-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-04-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 05-07-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 05-07-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-07-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-07-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 360.00 | 360.00 |
| 05-10-12 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| 05-10-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 312.00 | 0.00 | 0.00 | 0.00 | 0.00 | 312.00 | 312.00 |
| 05-15-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 05-15-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-15-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-15-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| Total | | | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 360.00 | 360.00 |
| 05-17-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-17-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 113.00 | 0.00 | 0.00 | 0.00 | 0.00 | 113.00 | 113.00 |
| 05-24-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-24-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-24-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-24-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 05-25-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-25-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-25-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-25-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 05-31-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 05-31-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 05-31-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 05-31-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 06-04-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 06-04-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 06-04-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 06-04-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 360.00 | 360.00 |
| 07-16-12 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | 0.00 | 0.00 | 187.00 | 187.00 |
| 07-16-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 07-16-12 | 97014 | E-Stim Unattended | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 327.00 | 0.00 | 0.00 | 0.00 | 0.00 | 327.00 | 327.00 |
| 07-19-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 07-19-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 07-19-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 301.00 | 0.00 | 0.00 | 0.00 | 0.00 | 301.00 | 301.00 |
| 07-23-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 07-23-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 07-23-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 301.00 | 0.00 | 0.00 | 0.00 | 0.00 | 301.00 | 301.00 |
| 07-26-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 07-26-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 07-26-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 07-26-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 07-30-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 07-30-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 07-30-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 301.00 | 0.00 | 0.00 | 0.00 | 0.00 | 301.00 | 301.00 |
| 08-02-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 08-02-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 08-02-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | 220.00 | 0.00 | 0.00 | 0.00 | 0.00 | 220.00 | 220.00 |
| 08-06-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 08-06-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 08-06-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 08-06-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 08-09-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 08-09-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 08-09-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 08-09-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 08-16-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 08-16-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 08-16-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 08-16-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 08-20-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 08-20-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| Total | | | 247.00 | 0.00 | 0.00 | 0.00 | 0.00 | 247.00 | 247.00 |
| 08-23-12 | 97110 | Therapeutic Exercise [ 4] | 344.00 | 0.00 | 0.00 | 0.00 | 0.00 | 344.00 | 344.00 |
| Total | | | 344.00 | 0.00 | 0.00 | 0.00 | 0.00 | 344.00 | 344.00 |
| 08-28-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 08-28-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 08-28-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 08-28-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | 274.00 | 0.00 | 0.00 | 0.00 | 0.00 | 274.00 | 274.00 |
| 08-30-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 08-30-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 08-30-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **215.00** | **0.00** | **0.00** | **0.00** | **0.00** | **215.00** | **215.00** |
| 09-11-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 09-11-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-11-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **301.00** | **0.00** | **0.00** | **0.00** | **0.00** | **301.00** | **301.00** |
| 09-13-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 09-13-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-13-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 09-13-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 09-18-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 09-18-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-18-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 09-18-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 09-20-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 09-20-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-20-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 09-21-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 09-21-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-21-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 09-21-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 09-25-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 09-25-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-25-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 09-25-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 09-27-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 09-27-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-27-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 09-27-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 09-28-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 09-28-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 09-28-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 09-28-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 10-02-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 10-02-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-02-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 10-02-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 10-04-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 10-04-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-04-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 10-04-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 10-05-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 10-05-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-05-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 10-09-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 10-09-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-09-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 10-09-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **360.00** | **0.00** | **0.00** | **0.00** | **0.00** | **360.00** | **360.00** |
| 10-11-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 10-11-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-11-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 10-11-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 10-12-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 10-12-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-12-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| 10-12-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 10-16-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 10-16-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-16-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.00 | 54.00 |
| 10-16-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **274.00** | **0.00** | **0.00** | **0.00** | **0.00** | **274.00** | **274.00** |
| 10-18-12 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 10-18-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 10-18-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 10-19-12 | 97110 | Therapeutic Exercise [ 4] | 344.00 | 0.00 | 0.00 | 0.00 | 0.00 | 344.00 | 344.00 |
| 10-19-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 10-19-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **478.00** | **0.00** | **0.00** | **0.00** | **0.00** | **478.00** | **478.00** |
| 12-12-12 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | -117.00 | 0.00 | 187.00 | 187.00 |
| Payment | PCC | CREDIT CARD | | | -70.00 | | | -70.00 | -70.00 |
| 12-12-12 | 99070 | Biofreeze Rollon 3oz | 14.00 | 0.00 | 0.00 | -14.00 | 0.00 | 14.00 | 14.00 |
| **Total** | | | **201.00** | **0.00** | **-70.00** | **-131.00** | **0.00** | **0.00** | **0.00** |
| 12-21-12 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -16.00 | 0.00 | 86.00 | 86.00 |
| Payment | PCC | CREDIT CARD | | | -14.00 | | | -14.00 | -14.00 |
| Payment | PCC | CREDIT CARD | | | -56.00 | | | -56.00 | -56.00 |
| 12-21-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 12-21-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| 12-21-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | -54.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **274.00** | **0.00** | **-70.00** | **-204.00** | **0.00** | **0.00** | **0.00** |
| 12-28-12 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | -80.00 | 0.00 | 150.00 | 150.00 |
| Payment | PCC | CREDIT CARD | | | -70.00 | | | -70.00 | -70.00 |
| 12-28-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| 12-28-12 | 97010 | Hot/Cold pack | 54.00 | 0.00 | 0.00 | -54.00 | 0.00 | 54.00 | 54.00 |
| **Total** | | | **263.00** | **0.00** | **-70.00** | **-193.00** | **0.00** | **0.00** | **0.00** |
| 12-31-12 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -5.00 | 0.00 | 75.00 | 75.00 |
| Payment | PCC | CREDIT CARD | | | -14.00 | | | -14.00 | -14.00 |
| Payment | PCC | CREDIT CARD | | | -56.00 | | | -56.00 | -56.00 |
| 12-31-12 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **134.00** | **0.00** | **-70.00** | **-64.00** | **0.00** | **0.00** | **0.00** |
| 01-04-13 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| Payment | PCC | CREDIT CARD | | | -14.00 | | | -14.00 | -14.00 |
| Payment | PCC | CREDIT CARD | | | -70.00 | | | -70.00 | -70.00 |
| Payment | PCC | CREDIT CARD | | | -66.00 | | | -66.00 | -66.00 |
| 01-04-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| Payment | PCC | CREDIT CARD | | | -4.00 | | | -4.00 | -4.00 |
| Payment | PCC | CREDIT CARD | | | -70.00 | | | -70.00 | -70.00 |
| Payment | PCC | CREDIT CARD | | | -12.00 | | | -12.00 | -12.00 |
| 01-04-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Payment | PCC | CREDIT CARD | | | -58.00 | | | -58.00 | -58.00 |
| Payment | PCC | CREDIT CARD | | | -1.00 | | | -1.00 | -1.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| Total | | | 295.00 | 0.00 | -295.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 01-11-13 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| Payment | PCC | CREDIT CARD | | | -69.00 | | | -69.00 | -69.00 |
| Payment | PCC | CREDIT CARD | | | -81.00 | | | -81.00 | -81.00 |
| 01-11-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| Payment | PCC | CREDIT CARD | | | -59.00 | | | -59.00 | -59.00 |
| Payment | PCC | CREDIT CARD | | | -27.00 | | | -27.00 | -27.00 |
| 01-11-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Payment | PCC | CREDIT CARD | | | -43.00 | | | -43.00 | -43.00 |
| Payment | PCC | CREDIT CARD | | | -16.00 | | | -16.00 | -16.00 |
| Total | | | 295.00 | 0.00 | -295.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 01-30-13 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| Payment | PCC | CREDIT CARD | | | -54.00 | | | -54.00 | -54.00 |
| Payment | PCC | CREDIT CARD | | | -70.00 | | | -70.00 | -70.00 |
| Payment | PCC | CREDIT CARD | | | -70.00 | | | -70.00 | -70.00 |
| Payment | PCC | CREDIT CARD | | | -64.00 | | | -64.00 | -64.00 |
| 01-30-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Payment | PCC | CREDIT CARD | | | -6.00 | | | -6.00 | -6.00 |
| Payment | PCC | CREDIT CARD | | | -53.00 | | | -53.00 | -53.00 |
| 01-30-13 | A4466 | BandIT Forearm Splint | 49.00 | 0.00 | 0.00 | 0.00 | 0.00 | 49.00 | 49.00 |
| Payment | PCC | CREDIT CARD | | | -17.00 | | | -17.00 | -17.00 |
| Payment | PCC | CREDIT CARD | | | -32.00 | | | -32.00 | -32.00 |
| Total | | | 366.00 | 0.00 | -366.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 02-05-13 | L3808 | WHFO, Rigid w/o joints | 445.00 | 0.00 | 0.00 | -375.00 | 0.00 | 445.00 | 445.00 |
| Payment | PCC | CREDIT CARD | | | -38.00 | | | -38.00 | -38.00 |
| Payment | PCC | CREDIT CARD | | | -32.00 | | | -32.00 | -32.00 |
| Total | | | 445.00 | 0.00 | -70.00 | -375.00 | 0.00 | 0.00 | 0.00 |
| 02-08-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -16.00 | 0.00 | 86.00 | 86.00 |
| Payment | PCC | CREDIT CARD | | | -38.00 | | | -38.00 | -38.00 |
| Payment | PCC | CREDIT CARD | | | -32.00 | | | -32.00 | -32.00 |
| 02-08-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 02-08-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| Total | | | 220.00 | 0.00 | -70.00 | -150.00 | 0.00 | 0.00 | 0.00 |
| 02-14-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -16.00 | 0.00 | 86.00 | 86.00 |
| Payment | PCC | CREDIT CARD | | | -38.00 | | | -38.00 | -38.00 |
| 02-14-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 02-14-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| Total | | | 220.00 | 0.00 | -38.00 | -150.00 | 0.00 | 32.00 | 32.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 02-15-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -16.00 | 0.00 | 86.00 | 86.00 |
| 02-15-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 02-15-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **220.00** | **0.00** | **0.00** | **-150.00** | **0.00** | **70.00** | **70.00** |
| 02-19-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -16.00 | 0.00 | 86.00 | 86.00 |
| 02-19-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 02-19-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **220.00** | **0.00** | **0.00** | **-150.00** | **0.00** | **70.00** | **70.00** |
| 02-25-13 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 02-25-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 02-25-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 02-28-13 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 02-28-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 02-28-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 03-07-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 03-07-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 03-07-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **220.00** | **0.00** | **0.00** | **0.00** | **0.00** | **220.00** | **220.00** |
| 03-08-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 03-08-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 03-08-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **220.00** | **0.00** | **0.00** | **0.00** | **0.00** | **220.00** | **220.00** |
| 03-12-13 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| 03-12-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 03-12-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **295.00** | **0.00** | **0.00** | **0.00** | **0.00** | **295.00** | **295.00** |
| 03-14-13 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 03-14-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 03-14-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 03-19-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.00 | 86.00 |
| 03-19-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 03-19-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| Total | | | **220.00** | **0.00** | **0.00** | **0.00** | **0.00** | **220.00** | **220.00** |
| 03-22-13 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 03-22-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGES | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 03-22-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 03-29-13 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | 0.00 | 0.00 | 258.00 | 258.00 |
| 03-29-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **317.00** | **0.00** | **0.00** | **0.00** | **0.00** | **317.00** | **317.00** |
| 04-22-13 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 172.00 | 172.00 |
| 04-22-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 |
| 04-22-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **306.00** | **0.00** | **0.00** | **0.00** | **0.00** | **306.00** | **306.00** |
| 07-23-13 | 97003 | Occupational Therapy Eval | 187.00 | 0.00 | 0.00 | -117.00 | 0.00 | 187.00 | 187.00 |
| 07-23-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 07-23-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **321.00** | **0.00** | **0.00** | **-251.00** | **0.00** | **70.00** | **70.00** |
| 07-29-13 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | -80.00 | 0.00 | 150.00 | 150.00 |
| 07-29-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -86.00 | 0.00 | 86.00 | 86.00 |
| 07-29-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **295.00** | **0.00** | **0.00** | **-225.00** | **0.00** | **70.00** | **70.00** |
| 08-01-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| 08-01-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 08-01-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -16.00 | 0.00 | 86.00 | 86.00 |
| **Total** | | | **220.00** | **0.00** | **0.00** | **-150.00** | **0.00** | **70.00** | **70.00** |
| 08-05-13 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | -80.00 | 0.00 | 150.00 | 150.00 |
| 08-05-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -86.00 | 0.00 | 86.00 | 86.00 |
| 08-05-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **295.00** | **0.00** | **0.00** | **-225.00** | **0.00** | **70.00** | **70.00** |
| 08-09-13 | 97110 | Therapeutic Exercise [ 2] | 172.00 | 0.00 | 0.00 | -102.00 | 0.00 | 172.00 | 172.00 |
| 08-09-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 08-09-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **306.00** | **0.00** | **0.00** | **-236.00** | **0.00** | **70.00** | **70.00** |
| 08-16-13 | 97140 | Manual Therapy Techn [ 2] | 150.00 | 0.00 | 0.00 | -80.00 | 0.00 | 150.00 | 150.00 |
| 08-16-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -86.00 | 0.00 | 86.00 | 86.00 |
| 08-16-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **295.00** | **0.00** | **0.00** | **-225.00** | **0.00** | **70.00** | **70.00** |
| 08-19-13 | 97110 | Therapeutic Exercise | 86.00 | 0.00 | 0.00 | -16.00 | 0.00 | 86.00 | 86.00 |
| 08-19-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| 08-19-13 | 97035 | Ultrasound | 59.00 | 0.00 | 0.00 | -59.00 | 0.00 | 59.00 | 59.00 |
| **Total** | | | **220.00** | **0.00** | **0.00** | **-150.00** | **0.00** | **70.00** | **70.00** |
| 08-22-13 | 97110 | Therapeutic Exercise [ 3] | 258.00 | 0.00 | 0.00 | -188.00 | 0.00 | 258.00 | 258.00 |

| DATE OF SERVICE | CPT | DESCRIPTION | CHARGE | INSURANCE PAID | PATIENT PAID | ADJUST | INSURANCE BALANCE | PATIENT BALANCE | TOTAL BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 08-22-13 | 97140 | Manual Therapy Techniques | 75.00 | 0.00 | 0.00 | -75.00 | 0.00 | 75.00 | 75.00 |
| Total | | | **333.00** | **0.00** | **0.00** | **-263.00** | **0.00** | **70.00** | **70.00** |
| 10-02-13 | L3808 | WHFO, Rigid w/o joints | 445.00 | 0.00 | 0.00 | -375.00 | 0.00 | 445.00 | 445.00 |
| Total | | | **445.00** | **0.00** | **0.00** | **-375.00** | **0.00** | **70.00** | **70.00** |
| | | Grand total: | 30,150.00 | 1,484.00 | 4,102.00 | | 0.00 | 24,604.00 | 24,604.00 |

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

**Return to:** Dynamic Hand Therapy - Fox Lake
498 South Route 12 Suite C
Fox Lake, IL 600201908

**Questions? Call:** (847) 587-3301

**For Credit to Account#** 0042000185

RE Patient: Paul Dulberg

**Please Indicate Amount Enclosed** $ _____

**We also Accept:** visa Mastercard Discover

**Card #** _____ **Security Code:** _____

**Expire Date** _____ **Signature** _____

**Please Remember ...**

Do not send Cash.
If you are sending a Check..
- Sign and Date it.
- Write your Acct# (0042000185) on the Check.

**Make Checks Payable to:** Dynamic Hand Therapy - Fox Lake

REMARKS:

Hand Surgery Associates, SC
Dr. Sagerman/Dr. Biafora

*HAND SURGERY ASSOCIATES SC*
*37400 EAGLE WAY*
*CHICAGO, IL 60678-1374*

ADDRESS SERVICE REQUESTED

| IF PAYING BY MASTERCARD, OR VISA, FILL OUT BELOW. | |
|---|---|
| *CHECK CARD USING FOR PAYMENT* ☐ MASTERCARD ☐ VISA | |
| CARD NUMBER | VERIFICATION # |
| CARDHOLDER NAME | EXP. DATE |
| SIGNATURE | AMOUNT |

SA11 1003 0004274 220004274

[redacted] ADDRESSEE [redacted]

>08428 2116426 001 092096
PAUL DULBERG
4606 HAYDEN
MCHENRY, IL 60050

[redacted] REMIT TO [redacted]

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO IL 60678-1374

| Page | Statement Date | Due Date | Office Phone Number | Account # | Patient Balance | Show Amount Paid Here $ |
|---|---|---|---|---|---|---|
| 1 | 08/10/12 | 08/25/12 | (847) 956-0099 | 80330 | Continued | |

☐ Please check box and use reverse side to indicate address or insurance changes

## STATEMENT

RETURN THIS PORTION WITH PAYMENT

| Date | ICPT & Reason | Explanation of Activity | Charges & Debits | Insurance Pending | Payments & Credits | Patient Amount |
|---|---|---|---|---|---|---|
| Patient: Paul Dulberg | | | | | | |
| | | Balance Forward | 116.00 | | | |
| | | ---- Balance Forward Total | | | | 116.00 |
| Provider: Sagerman, Scott D | | | | | | |
| Voucher: 751730 | | | | | | |
| 06/28/12 | RECEIPT 124 | Self Pay Credit Card Pa | | | -20.00 | |
| 07/30/12 | RECEIPT 126 | Self Pay Credit Card Pa | | | -20.00 | |
| | | ---- Visit Total | | | | -40.00 |
| Voucher: 767730 | | | | | | |
| 05/14/12 | 99212 | Office Outpt Est 10 Min | 90.00 | | | |
| | | ---- Visit Total | | | | 90.00 |
| Voucher: 841480 | | | | | | |
| 06/06/12 | 99214 | Office Outpt Est 25 Min | 171.00 | | | |
| | | ---- Visit Total | | | | 171.00 |
| Voucher: 887630 | | | | | | |
| 07/09/12 | 64718 | Neurp&/Trpos Ur Nrv Elb | 3318.00 | | | |
| 07/09/12 | 64708 | Neurp Major Prph Nrv Ar | 3353.00 | | | |
| | | ---- Visit Total | | | | 6671.00 |
| Provider: Biafora, Sam J | | | | | | |
| Voucher: 818900 | | | | | | |
| 05/17/12 | 99213 | Office Outpt Est15 Min | 116.00 | | | |
| | | ---- Visit Total | | | | 116.00 |
| Voucher: 887640 | | | | | | |
| 07/09/12 | 64718 | Neurp&/Trpos Ur Nrv Elb | 829.00 | | | |
| 07/09/12 | 64708 | Neurp Major Prph Nrv Ar | 838.00 | | | |

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

Account Number: 80330
Office Phone Number: (847)956-0099

Your prompt payment is greatly appreciated.

Ins. Pending: 0.00
Patient Balance: Continued

08428 2116426 016856 016856 00001/00002 920966912

92096S11028

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

| IF PAYING BY MASTERCARD, OR VISA, FILL OUT BELOW. | |
|---|---|
| CHECK CARD USING FOR PAYMENT | |
| ☐ MASTERCARD ☐ VISA | |
| CARD NUMBER | VERIFICATION # |
| CARDHOLDER NAME | EXP. DATE |
| SIGNATURE | AMOUNT |

SA11 1003 0004274 220004274

[redacted] ADDRESSEE [redacted]

PAUL DULBERG

[redacted] REMIT TO [redacted]

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO IL 60678-1374

| Page | Statement Date | Due Date | Office Phone Number | Account # | Patient Balance | Show Amount Paid Here $ |
|---|---|---|---|---|---|---|
| 2 | 08/10/12 | 08/25/12 | (847) 956-0099 | 80330 | 8791.00 | |

☐ Please check box and use reverse side to indicate address or insurance changes

## STATEMENT

RETURN THIS PORTION WITH PAYMENT

| Date | ICPT & Reason | Explanation of Activity | Charges & Debits | Insurance Pending | Payments & Credits | Patient Amount |
|---|---|---|---|---|---|---|
| | | ---- Visit Total | | | | 1667.00 |

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

Account Number: 80330
Office Phone Number: (847)956-0099

Your prompt payment is greatly appreciated.

Ins. Pending: 0.00
Patient Balance: 8791.00

08428 2116426 016857 016857 00002/00002

92096S11028

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

ADDRESS SERVICE REQUESTED

| IF PAYING BY MASTERCARD, OR VISA, FILL OUT BELOW. | |
|---|---|
| CHECK CARD USING FOR PAYMENT | |
| ☐ MASTERCARD ☐ VISA | |
| CARD NUMBER | VERIFICATION # |
| CARDHOLDER NAME | EXP. DATE |
| SIGNATURE | AMOUNT |

FR11 1003 0004274 220004274

[redacted] ADDRESSEE [redacted]

>18325 2287195 001 092096

PAUL DULBERG
4606 HAYDEN
MCHENRY, IL 60050

[redacted] REMIT TO [redacted]

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO IL 60678-1374

| Page | Statement Date | Due Date | Office Phone Number | Account # | Patient Balance | Show Amount Paid Here $ |
|---|---|---|---|---|---|---|
| 1 | 01/10/13 | 01/25/13 | (847) 956-0099 | 80330 | 9159.00 | |

☐ Please check box and use reverse side to indicate address or Insurance changes

# STATEMENT

RETURN THIS PORTION WITH PAYMENT

| Date | ICPT & Reason | Explanation of Activity | Charges & Debits | Insurance Pending | Payments & Credits | Patient Amount |
|---|---|---|---|---|---|---|
| Patient: Paul Dulberg | | | | | | |
| | | Balance Forward | 8765.00 | | | |
| | | ---- Balance Forward Total | | | | 8765.00 |
| Provider: Associates, S.C., Hand Surgery | | | | | | |
| Voucher: 1059220 | | | | | | |
| 11/16/12 | 751 | STATE OF ILLINOIS MEDIC | 20.00 | | | |
| 11/14/12 | CK #AA88881 | Self Pay Check Payment | | | -20.00 | |
| | | ---- Visit Total | | | | 0.00 |
| Provider: Sagerman, Scott D | | | | | | |
| Voucher: 767730 | | | | | | |
| 11/30/12 | Receipt #13 | Self Pay Credit Card Pa | | | -4.00 | |
| | | ---- Visit Total | | | | -4.00 |
| Voucher: 1020590 | | | | | | |
| 10/22/12 | 99213 | Office Outpt Est15 Min | 116.00 | | | |
| | | ---- Visit Total | | | | 116.00 |
| Voucher: 1025240 | | | | | | |
| 12/03/12 | 99213 | Office Outpt Est15 Min | 116.00 | | | |
| 12/03/12 | 73080 | Radex Elbw Compl Minimu | 166.00 | | | |
| | | ---- Visit Total | | | | 282.00 |

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

Account Number: 80330
Office Phone Number: (847)956-0099

Your account is past due. Please remit payment upon receipt of this statement.

Ins. Pending: 0.00
Patient Balance: 9159.00

18325 2287195 018326 018326 00001/00001 920966912

92096S11028

## PLEASE UPDATE ANY INFORMATION THAT HAS CHANGED SINCE YOUR LAST STATEMENT

YOUR NAME (Last, First, Middle Initial)

ADDRESS

CITY | STATE | ZIP

TELEPHONE
( )

MARITAL STATUS
☐ Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed

EMPLOYER'S NAME

EMPLOYER'S ADDRESS | CITY | STATE | ZIP

YOUR PRIMARY INSURANCE COMPANY'S NAME | INSURED'S NAME

PRIMARY INSURANCE COMPANY'S ADDRESS | EFFECTIVE DATE

CITY | STATE | ZIP

POLICYHOLDER'S ID NUMBER | GROUP PLAN NUMBER

YOUR SECONDARY INSURANCE COMPANY'S NAME | INSURED'S NAME

SECONDARY INSURANCE COMPANY'S ADDRESS | EFFECTIVE DATE

CITY | STATE | ZIP

POLICYHOLDER'S ID NUMBER | GROUP PLAN NUMBER

# Northwest Community Hospital

| TYPE OF BILL | DATE OF BILL | DATE OF PREV. BILL |
|---|---|---|
| | | |

CYCLE 07/13/12

NORTHWEST COMMUNITY HOSPITAL
800 W CENTRAL
ARLINGTON HTS, IL 60005-2349
847 618-4747
FEI # 362340313

HOSP. NO.

BIRTH-DATE 03/19/70

| PATIENT NAME | PATIENT NUMBER | SEX | AGE | ADMISSION DATE | DISCHARGE DATE | DAYS |
|---|---|---|---|---|---|---|
| DULBERG, PAUL | 71265382 | M | 42 | 07/09/12 | | |

GUARANTOR NAME AND ADDRESS
PAUL R DULBERG
4606 HAYDEN COURT
MCHENRY IL 60051

| C.O.B. | INSURANCE COMPANY NAME | GROUP NUMBER | POLICY NUMBER |
|---|---|---|---|
| 1 | SELFPAY | | 00000 |

SAGERMAN, SCOTT D MD

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

AMOUNT OF PAYMENT $

| DATE OF SERVICE | DESCRIPTION OF HOSPITAL SERVICES | SERVICE CODE | TOTAL CHARGES | EST. COVERAGE INS. CO. NO. 1 | EST. COVERAGE INS. CO. NO. 2 | EST. COVERAGE INS. CO. NO. 3 | EST. COVERAGE INS. CO. NO. 4 | PATIENT AMOUNT |
|---|---|---|---|---|---|---|---|---|
| DETAIL OF CURRENT CHARGES, PAYMENTS AND ADJUSTMENTS | | | | | | | | |
| 07/09 | 001 NEUROLYSIS | | 1559.00 | | | | | 1559.00 |
| 07/09 | 001 ULNAR NERVE REPAIR | | 3817.00 | | | | | 3817.00 |
| 07/09 | 001 BLOCK,SUPRACLAVICULAR | | 479.00 | | | | | 479.00 |
| 07/09 | 001 US ECHO GUIDE FOR BIO | | 511.00 | | | | | 511.00 |
| BALANCE FORWARD | | | 0.00 | | | | | |
| SUMMARY OF CURRENT CHARGES | | | | | | | | |
| | OPERATING ROOM | | 5855.00 | | | | | 5855.00 |
| | IMAGING/X-RAY | | 511.00 | | | | | 511.00 |
| SUB-TOTAL OF CURR. CHARGES | | | 6366.00 | | | | | 6366.00 |

THIS IS THE ONLY ITEMIZED BILL YOU WILL RECEIVE. PLEASE RETAIN FOR YOUR RECORDS. WE ARE BILLING THE INSURANCE THAT IS LISTED ABOVE. IF SELF PAY IS LISTED, AND YOU DO HAVE INSURANCE, PLEASE CALL 847-618-4747.

PATIENT NUMBER 71265382

PLEASE REFER TO PATIENT NUMBER ON ALL INQUIRIES AND CORRESPONDENCE.

63 ADDITIONAL PATIENT BILLING MAY BE NECESSARY FOR ANY CHARGES NOT POSTED WHEN THIS BILL WAS PREPARED, OR IF INSURANCE CARRIERS DO NOT PAY ANY PART OF THE AMOUNTS SHOWN UNDER ESTIMATED INSURANCE COVERAGE.

6366.00

PAY THIS AMOUNT 6366.00

NORTHWEST COMMUNITY HOSPITAL
ARLINGTON HTS, IL

001

WC DAY SURGERY CENTER
575 W KIRCHOFF
ARLINGTON HT IL 600052349
1476184747

NORTHWEST COMMUNITY HOSP
PO BOX 95865
CHICAGO IL 60694

1a PAT. CNTL. # 71265382
1b MED. REC # 0001307925 0831
5 FED. TAX NO. 363540436
6 STATEMENT COVERS PERIOD FROM 070912 THROUGH 070912

PATIENT NAME: DULBERG , PAUL
8 PATIENT ADDRESS: 4606 HAYDEN COURT
MCHENRY IL 60051
BIRTHDATE: 3191970 SEX: M
ADMISSION DATE: 070912 HR: 12 TYPE: 3 SRC: 1
DHR: STAT: 01
CONDITION CODES
29 ACDT STATE
30

OCCURRENCE CODE/DATE
OCCURRENCE CODE/DATE
35 OCCURRENCE SPAN CODE FROM THROUGH
36 OCCURRENCE SPAN CODE FROM THROUGH
37

AUTO OWNERS INS
6000 TALLGATE
SUIT D
ELGIN IL 60123

39 VALUE CODES CODE AMOUNT
41 VALUE CODES CODE AMOUNT
a
b
c
d

| REV CD. | 42 DESCRIPTION | 44 HCPCS / RATE / HIPPS CODE | 45 SERV. DATE | 46 SERV. UNITS | 47 TOTAL CHARGES | 48 NON-COVERED CHARGES | 49 |
|---|---|---|---|---|---|---|---|
| 402 | ULTRASOUND | 76942 | 070912 | 1 | 51100 | | |
| 490 | AMBUL SURG | 64718RT | 070912 | 1 | 585500 | | |

001 PAGE 01 OF 01 CREATION DATE 071712 TOTALS 636600

50 PAYER NAME: AUTO OWNERS INS
51 HEALTH PLAN ID
52 REL. INFO Y
53 ASSIGN. Y
54 PRIOR PAYMENTS
55 EST. AMOUNT DUE
56 NPI 1194782342
57 OTHER PRV ID

58 INSURED'S NAME: DULBERG , PAUL
59 P REL 18
60 INSURED'S UNIQUE ID CLM#13-2779-11
61 GROUP NAME
62 INSURANCE GROUP NO.

63 TREATMENT AUTHORIZATION CODES
64 DOCUMENT CONTROL NUMBER
65 EMPLOYER NAME

3542 9552

ADMIT DX 3542
PATIENT REASON DX 3542
21 PMB CODE
72 ECI E9289
PRINCIPAL PROCEDURE CODE 1449 DATE 070912
b. OTHER PROCEDURE CODE DATE
c. OTHER PROCEDURE CODE DATE

76 ATTENDING NPI 1841383031 QUAL 1G LAST SAGERMAN FIRST SCOTT F54646
77 OPERATING NPI 1841383031 QUAL 1G LAST SAGERMAN FIRST SCOTT F54646
78 OTHER NPI QUAL LAST FIRST
79 OTHER NPI QUAL LAST FIRST

80 REMARKS
ICD a B3261QA1903X
b
c
d

T = G SVC = DSC FC = P

THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

CMS-1450 APPROVED OMB NO. 0938-0997 NTTRA

Northwest Suburban Anesthesiologist, Ltd

Do not send mail to below address. For USPS use only.
P. O. Box 1259, Dept. 92667
Oaks, PA 19456

For more information about your statement, contact Patient Accounts at 1-800-709-2715, or visit our website at www.patientaccounts.net

**MOST MAJOR CREDIT CARDS ACCEPTED**

To pay via credit card please call 1-800-709-2715 or Pay online at www.patientaccounts.net and use Access Code: FP897

| Statement Date | Pay This Amount | Account # |
|---|---|---|
| 07/16/2012 | $1,365.00 | 71265382 |
| **Payment Due Date** | SHOW AMOUNT PAID HERE | $ |
| 08/13/2012 | | |

95156 - 1225

PAUL DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

Northwest Suburban Anesthesiologist Ltd
8163 Solutions Center
Chicago IL 60677-8001

☐ Please check if address or insurance information is incorrect and complete form on back.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Pay online at www.patientaccounts.net and use Access Code: FP897

**Account #: 71265382** **Please Pay: $1,365.00** **Due Date: 08/13/2012**

| Date | Description | Case # | Insurance Balance | Patient Balance |
|---|---|---|---|---|
| | **Anesthesiology Services by Dr. S. SINGH for Dr. S. Sagerman** | | | |
| 07/09/2012 | CPT Code: 64718<br>Billed To Patient | 13180035 | | $1,365.00 |

| ACCOUNT CONDITIONS | CURRENT | 30 DAYS | 60 DAYS | 90 DAYS | 120 DAYS |
|---|---|---|---|---|---|
| | $1,365.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**IMPORTANT MESSAGE ABOUT YOUR ACCOUNT**

This is a bill for services not included on your Hospital bill.
Please call our office with questions concerning your bill.
If payment has been made please disregard this bill. Thank you.

| | |
|---|---|
| Total Balance | $1,365.00 |
| Insurance Pending | $0.00 |
| Amount You Owe | $1,365.00 |

*Make Checks Payable To:* Northwest Suburban Anesthesiologist Ltd
Call 1-800-709-2715

For Billing Questions Call
1-800-709-2715 (En Español 1-888-850-1446)
Mon - Fri 8:00AM to 7:30PM ET

1 of 1

95156-1225

PAP-944-B-0

# Alexian Brothers Medical Group

MAKE CHECKS PAYABLE TO:
ALEXIAN BROTHERS MEDICAL GROUP
PO BOX 5588
BELFAST, ME 04915-5500

FOR ACCOUNT QUESTIONS CALL:
847-506-6622
DUE DATE: 10/14/2013
PAGE: 1 of 1

| DATE | DESCRIPTION | CHGS/CREDITS | OUTSTANDING |
|---|---|---|---|
| PATIENT: | PAUL DULBERG | | |
| 09/25/2013 | NEW PATIENT OFFICE EXAM-DETAILED | $ 153.00 | |
| | PROVIDER: KATHY KUJAWA, MD | | |
| 09/25/2013 | CREDIT PATIENT PAYMENT - THANK YOU | $ -110.00 | |
| | PATIENT BALANCE DUE - | | $ 43.00 |

*** YOU ASKED FOR IT, YOU GOT IT! ***
WE NOW OFFER THE ABILITY TO MAKE ONLINE PAYMENTS! PLEASE VISIT MYALEXIANDOC.NET TO LOG INTO OUR PATIENT PORTAL. YOU CAN ALSO CONTACT THE BILLING DEPT, MONDAY-FRIDAY, 8:30AM – 4:00PM, PHONE # 847-506-6622 EMAIL: ABMGBILLING@ALEXIAN.NET

THANK YOU FOR SELECTING ABMG AS YOUR PROVIDER! PLEASE REMIT BALANCE NOW.

| CURRENT | OVER 30 DAYS | OVER 60 DAYS | OVER 90 DAYS | OVER 120 DAYS | TOTAL ACCOUNT BALANCE | INSURANCE PENDING | CURRENT BALANCE DUE |
|---|---|---|---|---|---|---|---|
| 43.00 | 0.00 | 0.00 | 0.00 | 0.00 | 43.00 | 0.00 | 43.00 |

CLOSING DATE: 09/26/2013
ACCOUNT NUMBER: 315684A380 7890

000000525-A

*HAND SURGERY ASSOCIATES SC*
*37400 EAGLE WAY*
*CHICAGO, IL 60678-1374*

ADDRESS SERVICE REQUESTED

| IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW. | |
|---|---|
| *CHECK CARD USING FOR PAYMENT* ☐ MASTERCARD ☐ VISA | |
| CARD NUMBER | VERIFICATION # |
| CARDHOLDER NAME | EXP. DATE |
| SIGNATURE | AMOUNT |

WE13 1003 0004274 220004274

[redacted] ADDRESSEE [redacted]

>27723 2363265 001 092096

PAUL DULBERG
4606 HAYDEN
MCHENRY, IL 60050

[redacted] REMIT TO [redacted]

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO IL 60678-1374

| Page | Statement Date | Due Date | Office Phone Number | Account # | Patient Balance | Show Amount Paid Here $_____ |
|---|---|---|---|---|---|---|
| 1 | 03/12/13 | 03/27/13 | (847) 956-0099 | 80330 | 9189.00 | |

☐ Please check box and use reverse side to indicate address or Insurance changes

## STATEMENT

RETURN THIS PORTION WITH PAYMENT

| Date | CPT & Reason | Explanation of Activity | Charges & Debits | Insurance Pending | Payments & Credits | Patient Amount |
|---|---|---|---|---|---|---|
| Patient: Paul Dulberg | | | | | | |
| | | Balance Forward | 9159.00 | | | |
| | | ---- Balance Forward Total | | | | 9159.00 |
| Provider: Sagerman, Scott D | | | | | | |
| Voucher: 767730 | | | | | | |
| 01/14/13 | RECEIPT #13 | Self Pay Credit Card Pa | | | -20.00 | |
| 01/31/13 | RECEIPT #13 | Self Pay Credit Card Pa | | | -20.00 | |
| 02/28/13 | RECEIPT #13 | Self Pay Credit Card Pa | | | -20.00 | |
| | | ---- Visit Total | | | | -60.00 |
| Voucher: 1076080 | | | | | | |
| 01/14/13 | 99212 | Office Outpt Est 10 Min | 90.00 | | | |
| | | ---- Visit Total | | | | 90.00 |

HAND SURGERY ASSOCIATES SC
37400 EAGLE WAY
CHICAGO, IL 60678-1374

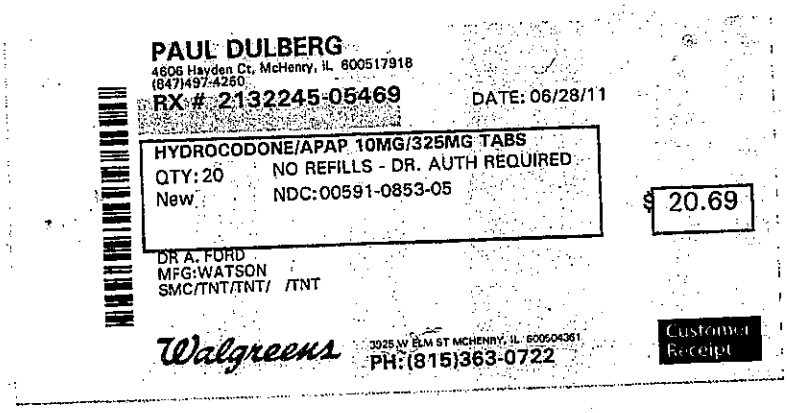
Account Number: 80330
Office Phone Number: (847)956-0099

Your prompt payment is greatly appreciated.

Ins. Pending: 0.00
Patient Balance: 9189.00

27723 2363265 027724 027724 00001/00001 920966912 92096S11028

Walgreens



PAUL DULBERG
4606 Hayden Ct, McHenry, IL 600517918
(847)497-4250
RX # 2132245-05469 DATE: 06/28/11

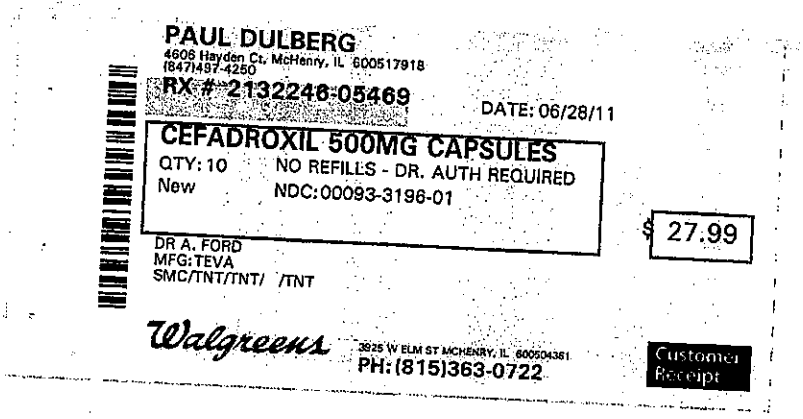
HYDROCODONE/APAP 10MG/325MG TABS
QTY: 20 NO REFILLS - DR. AUTH REQUIRED
New NDC: 00591-0853-05

$ 20.69

DR A. FORD
MFG:WATSON
SMC/TNT/TNT/ /TNT

Walgreens 3925 W ELM ST MCHENRY, IL 600504361
PH: (815)363-0722

Customer Receipt



PAUL DULBERG
4606 Hayden Ct, McHenry, IL 600517918
(847)497-4250
RX # 2132246-05469
DATE: 06/28/11
CEFADROXIL 500MG CAPSULES
QTY: 10 NO REFILLS - DR. AUTH REQUIRED
New NDC:00093-3196-01
$ 27.99
DR A. FORD
MFG:TEVA
SMC/TNT/TNT/ /TNT
Walgreens
3925 W ELM ST MCHENRY, IL 600504361
PH: (815)363-0722
Customer Receipt

Walmart Pharmacy

Store #: 1377
Report Date: 03/25/2013

**Connexus Pharmacy System**
**Wal-Mart Pharmacy10-1377**
**Medical Expenses Summary**

**Patient:** DULBERG,PAUL
4606 HAYDEN CT
MCHENRY IL-60051

**Birthdate:** 03/19/1970

Below is a list of your Pharmacy Orders for the date range of 01/01/2012 To 03/25/2013

**Wal-Mart Pharmacy,3801 RUNNING BROOK FARMS BLVD, JOHNSBURG IL-60051**
**NABP Number:1458074 ID: BW2107806 NPI Number :1588681852**

| Date Filled / Date Written | Rx Fill ID | Drug Name / NDC | Prescriber / Physician NPI | Qty / Refill # | Days Supply | Dispense As Written | Patient Paid / TP Ref # |
|---|---|---|---|---|---|---|---|
| 05/16/2012 | 7547463 | GABAPENTIN 300MG CAP | LEVIN,KAREN FAITH | 60 | 30 | 0 | $ 25.79 WHI |
| 05/16/2012 | 3420093 | 53746-0102-05 | 1811930811 | 0 | | | 94291 |
| 06/11/2012 | 7552483 | GABAPENTIN 600MG TAB | LEVIN,KAREN FAITH | 135 | 45 | 0 | $ 126.08 WHI |
| 06/11/2012 | 3435316 | 00228-2636-50 | 1811930811 | 0 | | | 91281 |
| 07/09/2012 | 4551869 | HYDROCO/ACETAMIN | SAGERMAN,SCOTT D | 25 | 4 | 0 | $ 16.11 WHI |
| 07/09/2012 | 3451595 | 7.5-325MG TAB 00406-0366-01 | 1841383031 | 0 | | | 97611 |
| 07/19/2012 | 4552169 | HYDROCO/ACETAMIN | SAGERMAN,SCOTT D | 35 | 3 | 0 | $ 21.15 WHI |
| 07/19/2012 | 3457029 | 7.5-325MG TAB 00406-0366-01 | 1841383031 | 0 | | | 50281 |
| 08/02/2012 | 7552483 | GABAPENTIN 600MG TAB | LEVIN,KAREN FAITH | 135 | 45 | 0 | $ 126.08 WHI |
| 06/11/2012 | 3465201 | 00228-2636-50 | 1811930811 | 1 | | | 03741 |
| [redacted] | | | | | | | |
| 10/02/2012 | 7552483 | GABAPENTIN 600MG TAB | LEVIN,KAREN FAITH | 135 | 45 | 0 | $ 126.08 WHI |
| 06/11/2012 | 3500318 | 00228-2636-50 | 1811930811 | 2 | | | 08581 |
| 11/16/2012 | 7552483 | GABAPENTIN 600MG TAB | LEVIN,KAREN FAITH | 135 | 45 | 0 | $ 126.78 WHI |
| 06/11/2012 | 3527707 | 00228-2636-50 | 1811930811 | 3 | | | 123211810197015999 |
| 12/28/2012 | 7552483 | GABAPENTIN 600MG TAB | LEVIN,KAREN FAITH | 135 | 45 | 0 | $ 126.54 WHI |
| 06/11/2012 | 3553163 | 00228-2636-50 | 1811930811 | 4 | | | 123631811033010999 |
| [redacted] | | | | | | | |
| 02/09/2013 | 7552483 | GABAPENTIN 600MG TAB | LEVIN,KAREN FAITH | 135 | 45 | 0 | $ 126.68 WHI |
| 06/11/2012 | 3580282 | 00228-2636-50 | 1811930811 | 5 | | | 130401804678017999 |
| [redacted] | | | | | | | |

Report Date 03/25/2013 **Total: $ 886.44**
Attested To By : _____
Registered Pharmacist

****PRIVATE-IF YOU RECEIVE THIS REPORT IN ERROR, PLEASE RETURN TO WAL*MART PHARMACY IMMEDIATELY. WAL*MART STORES, INC.**

Store #: 1377
Report Date: 03/25/2013

**Connexus Pharmacy System**
**Wal-Mart Pharmacy10-1377**
**Medical Expenses Summary**

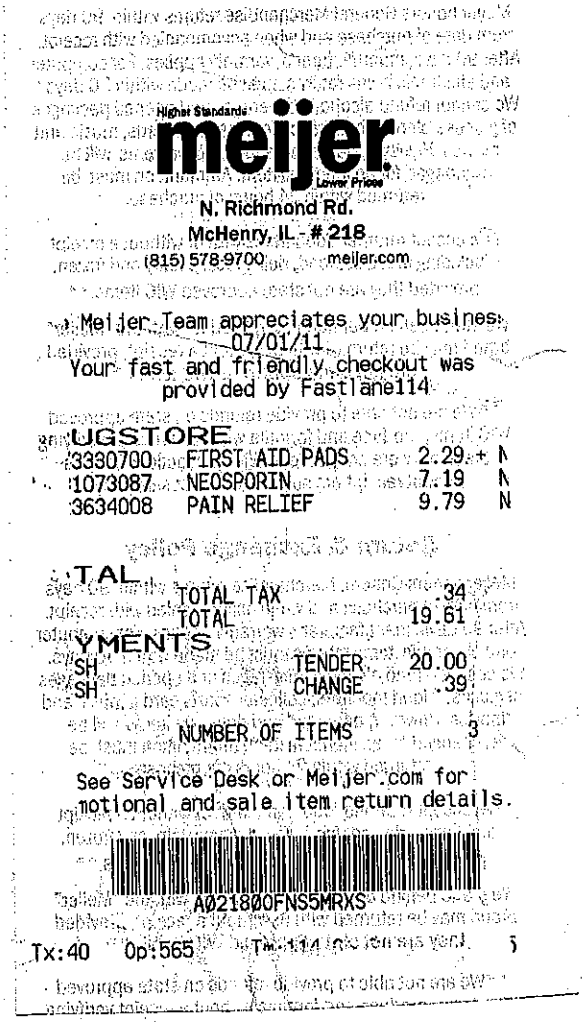
**Patient:** DULBERG,PAUL
4606 HAYDEN CT
MCHENRY IL 60051

**Birthdate:** 03/19/1970

Below is a list of your Pharmacy Orders for the date range of:01/01/2012 To 03/25/2013

****PRIVATE-IF YOU RECEIVE THIS REPORT IN ERROR, PLEASE RETURN TO WAL*MART PHARMACY IMMEDIATELY. WAL*MART STORES, INC.**

# Misc. Expenses



Higher Standards
meijer
Lower Prices

N. Richmond Rd.
McHenry, IL - # 218
(815) 578-9700 meijer.com

Meijer Team appreciates your busines
07/01/11
Your fast and friendly checkout was
provided by Fastlane114

UGSTORE
3330700 FIRST AID PADS 2.29 + N
1073087 NEOSPORIN 7.19 N
3634008 PAIN RELIEF 9.79 N

TAL
TOTAL TAX .34
TOTAL 19.61

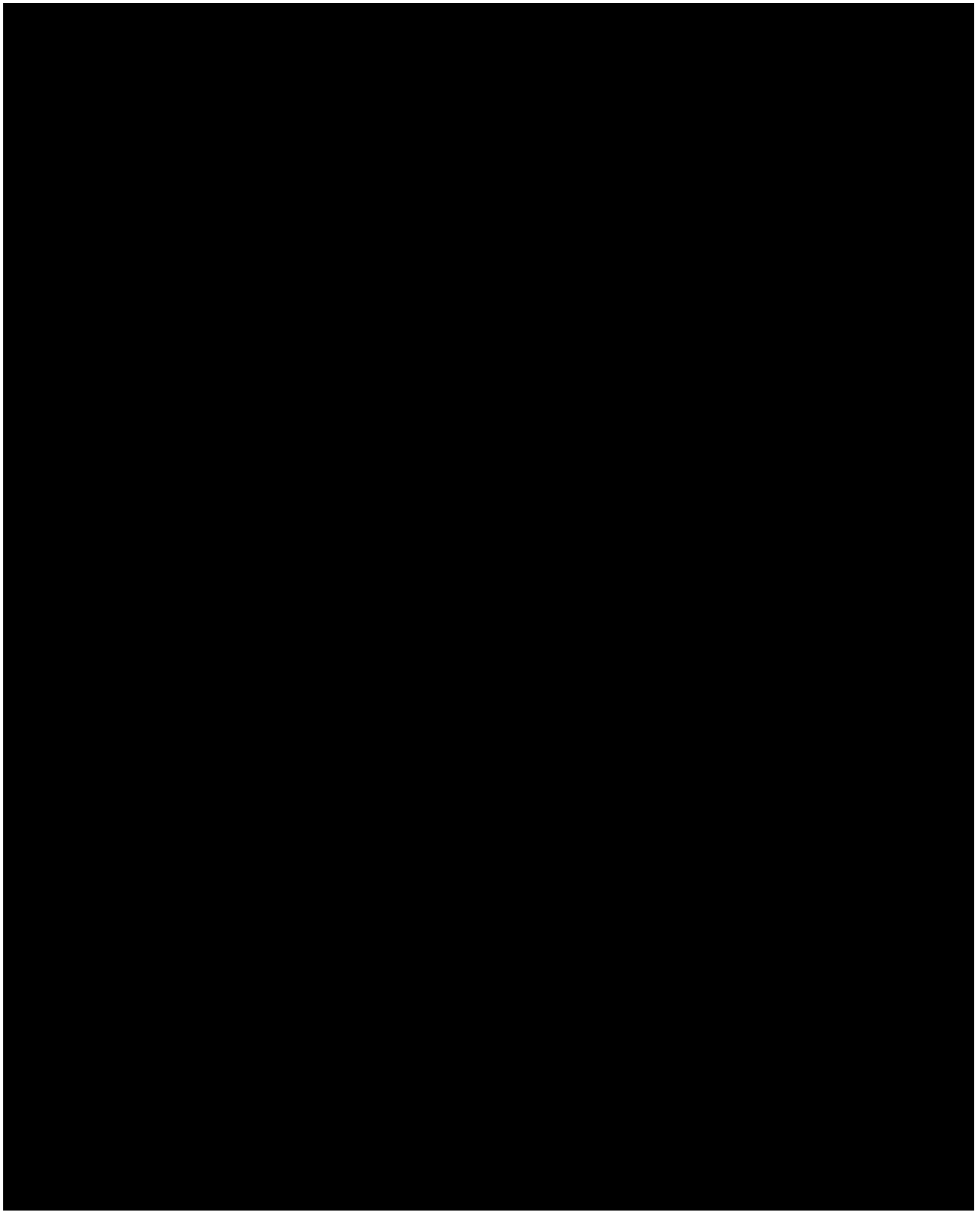
YMENTS
SH TENDER 20.00
SH CHANGE .39

NUMBER OF ITEMS 3

See Service Desk or Meijer.com for
notional and sale item return details.

A021800FNS5MRXS

Tx:40 Op:565 Tm:114



ASSOCIATED NEUROLOGY, S.C.

MITCHELL S. GROBMAN, M.D.
KAREN F. LEVIN, M.D.

July 28, 2011

Mr. Hans Mast
3416 W. Elm Street
McHenry, IL 60050

RE: Paul Dulberg

Dear Mr. Mast,

Mr. Dulberg was previously seen by my associate, Dr. Mitchell Grobman, in 2002 for left ulnar neuropathy, and had surgery and essentially became asymptomatic by 2007 and who had never had difficulty in his right arm. Approximately a month prior to the evaluation, he had been holding a branch for a neighbor when the chainsaw came up and cut his right forearm. He was taken to Northern Illinois Medical Center where they put in inner stitches in the muscle and outer stitches. He originally had very significant pain, but as the pain was getting better, he started noticing that he had numbness in his fifth digit in the inner aspect of his forearm. He had not been dropping things. It was mostly just a tingling and a numb feeling. He denies ever having any right-sided symptoms or right-sided injuries. His examination was significant for a healing scar in the right forearm and for decreased light touch, pinprick, and temperature sensation in the ulnar distribution of the right arm. His strength was normal. Given the distribution, it was felt that this was a branch neuropathy to the sensory nerves. I did have him undergo nerve conductions to make sure that the median and ulnar nerves were all without involvement and they were. I recommended that he see a hand surgeon as well just to be certain that there were no other treatment options for him; however, most likely this was just a sensory branch neuropathy that may improve or may result in permanent numbness in the distribution that he was showing numbness. Mr. Dulberg should followup if any additional symptoms develop or if he wished to try any neuropathic pain treatment if it became painful and not just numb.

Sincerely,

Karen Levin, MD (mdm)

Karen F. Levin, M.D.

KFL/klm

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

MEDICAL SUMMARY PAUL DUHLBERG

9/11/03 Hand Surgery Associates / Dr. Scott Sagerman

9/16/03 Hand Surgery Associates / Dr. Scott Sagerman

Hx: letter to Dr. Grobman. Left arm. N and T in ulnar nerve distrib of left hand. Following mva 3/02. Injections and meds. NCV in 2002 showed ulnar neuopahty on left.

Dx: left cubital tunnel syndrome.

T: surgery

10/28/03 Hand Surgery Associates / Dr. Scott Sagerman

SURGERY: left cubital tunnel release

10/30/03 Hand Surgery Associates / Dr. Scott Sagerman

Hx: eval of left arm. Doing well after surgery. Pain controlled.

T: PT

11/6/03 Hand Surgery Associates / Dr. Scott Sagerman

Hx: left elbow. Sypmtoms improved. Scar tenderness.

T: PT

12/4/03 Hand Surgery Associates / Dr. Scott Sagerman

Hx: Eval of left elbow. Symptoms have improved. Doing well.

Ex: full ROM. Slight ulnar nerve subluxation at cubital tunnel.

T: PT and discussed ulnar nerve transposition.

1/15/04 Hand Surgery Associates / Dr. Scott Sagerman

Hx: doign ok. Ulnar nerve symptoms improved. Still intermittant medial elbow pain. W/ movement.

T: discuss ulnar nerve instabiltiy and surgical options. Seeks second opinion.

1/19/04 Hand Surgery Associates / Dr. John Ruder

Left elbow eval. 2nd opinion.

Imp: favor submuscular transposition surgery.

3/10/04 Northwest Comm Hospital / Dr. Sagermann

Hx:

SURGERY: Revision of left ulnar neurolysis at cubital tunnel w/ ant transp.

3/15/04 Hand Surgery Associates / Dr. Scott Sagerman

Hx Post surgery

3/18/04 Hand Surgery Associates / Dr. Scott Sagerman

Hx: doing well . Pain controlled.

4/8/04 Hand Surgery Associates / Dr. Scott Sagerman

5/6/04 Hand Surgery Associates / Dr. Scott Sagerman

Hx: eval of left elbow. Doing well. Arm feeling better. Strength improved. Pleased with results of surgery.

6/28/11 DATE OF ACCIDENT

6/28/11 Centegra McHenry / Dr. Apiwat Ford

Hx: chainsaw versus right arm 15 min ago. Feeling lightheaded. Accompanied by co-worker.

Xrays: Right forearm: deep tissue laceration at mid forearm.

Dx:

T: no work for 2 days.

7/28/11 Dr. Karen Levin / Associated Neurology

Hx: Seen by Dr. Mitchell Grobman - associate, in 2002 for left ulnar nueuropathy and had surgery and recovered by 2007. No prior problems with right arm. Last

month holding a branch for a neighbor when chain saw came up and cut his right forearm. Taken to ER. Put in stitches in muscle and outer stictches. Originally a lot of pain. Started noticiing numbness in 5th digit. Droping things.

Ex: strength normal. Did NCV study. Normal ncv. Ref to hand surgeon

Imp: Could be branch neuropathy to sensory nerves. Most likely just a sensory branch neuropathy that could improve or result in permanent numbness.

T: referral to hand surgeon.

8/10/11 Dr. Karen Levin

Hx: here for NCV test. Normal. Main median and ulnar nerves normal.

T: To see a hand surgeon.

12/2/11 Mid America Hand to Shoulder /Dr. Marcus Talerico

Hx: right handed dom. Ref by Dr. K levin. For eval of injury to right medial forearm 6/11. Using chain saw when he struck volar medial aspect of right forearm. Large open wound to muscle. Seen in ER. Muscle sewn together. Saw PCP. Noted persistent pain. Intermittant N and T in ring and small fingers. No PT yet. Had EMG 8/11 normal. Uses a mouse for 20 min then pain.

Ex:

Dx: late effect open wound extremeity No evidence of complete injury to ulnar nerve on Exam. Cpts muscular in origin. Maybe superficial sensory problem. No surgical interventtion needed. Ref to OT. Return 4-6 weeks. Review EMG.

12/2/11 Dynamic Hand Therapy

Hx:

Dx: R Forearm laceration w/ wrist flexor weakness, fatigue. No restrictions

T: PT for strengthening and conditioning and pain control

12/6/11 Dynamic Hand Therapy

Hx: chainsaw to forearm, neighbor using chain saw turned around and cut arm. Pain increases and wakes up at night, pain occurs where scar seems adhered to ulnar boarder of ulna.

Ex: healed wound. Mild hypertrophy noted; mild adherence to muscle noted.

Dx: pain, ROM deficits, strength deficits, sign deficits during activities.

T: PT

1/5/12 Dynamic Hand Therapy

Hx: spikes of pain to 9/10 lasts only a few seconds. No functional improvements. Problems pouring coffeee, using mouse, manipulating small objects..

1/6/12 Mid America Hand to Shoulder /Dr. Marcus Talerico

Hx:

Imp: Reviwed EMG which was normal. No evidence of ulnar nerve injury or tendon injury. Maybe some residual soreness but should resolve over time. Contiue PT.

1/30/12 Dr. Karen Levin

Hx: PT asked that he be reevaluated. Still gettting numbness and Ting and burning in spots on ulnar side of hand and arm. Filing for disability.

2/3/12 Open Advanced MRI / Dr. Karen Levin

Hx: trauma with chainsaw. Possible neuroma, nerve impingement or injury to forearm. Possible tendon disruption. Difficulty holding still during image. Pain in forearm and hand w/ weakenss in 4and 5 digits.

Imp: no forearm abnormailty. Does not exclude possible ulnar nerve impingement or injury. But no gross mass seen along ulnar nerve. No obvious muscle abnormality.

2/6/12 Dynamic Hand Therapy

Hx: 10/10 pain w activity, very specific detail. Difficulties holding can, maintaining fist, using RUE very little.

Ex: hypersensitivity

Dx:

T: Pt to be placed on hold until seeks further medical intervention. PT is not

helping his main problem. His SF - FDS appears to be affecting his ulnar nerve every time.

2/13/12 Dr. Karen Levin

Hx: results of MRI. Dk why he has continued symptoms. Dk why when he bends his lttle finger things get worse. Suggested a 3d opinion. Scott Sagerman.

2/27/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: (Firsts visit w/ Dr. S???) Chain saw laceration

Ex: large scar on mid forearm between elbow and innner side of wrist. Positive tinel. Subjective. Sensistivitiy on cubital tunnel on right side. Wrist and elbow motion unrestricted. No atrophy. Flexion normal. MRI normal. NCV (8/11) was normal. Does not rule out possibility of nerve injury.

Imp: right forearm laceration, may be ulnar nerve issues. Wound was a deep laceration. Possible nerve damage.

T: f/u EMG. To test muscle. Dr Levin.

4/2/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: EMG showed no evidence of neuropathy. Normal NCV. There \was no documentation nerve was not functioning normally. Still positive tinel.

4/3/12 Dynamic Hand Therapy

Hx: Pain 10/10 upon completion of FDS..difficulties holding cups or cans, using mouse etc.

Ex: hypersensitivity, decreased edema, numbness over scar and forearm

Dx: sign weakness

T: PT

5/14/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: new complaints: sig increase in arm after raking yard. Pain still occurrs.

Ex: able to grip better. Very little functional improvments. Still problem gripping things and openign lids etc.

Dx: sig sensory deficits noted. Edema increasing today. ROM increased.

T: PT - discuss poss surgery for ulnar neurolysis. Exploratory to see if decompression was necessary. Get second opin by Dr. Biafora.

5/16/12 Dr. Karen Levin

Hx: f/u. spoke to Dr. Sagerman. Strength not improving. Pain is not that bad. Only lasts a few seconds. PT or any activity brings on the pain.

T: Meds

5/17/12 Dr. Biafora

Hx: for second opinion. Chain saw accident to right forearm. Weakness in right hand w/ numbness in right small and ring fingers. Occasional tingling. Shooting pain radiating. Positive Tinel at the cubital tunnel and over the scar. Sign tenderness at scar to deep palpation.

Imp: 1 year status post laceration with potential for dysfunction of the ulnar nerve.

T: recommend surgery for ulnar nerve exploration w neuroysis and include cubital tuennel decompression w/ poss ant transposition. With improve pain not function.

6/1/12 Dr. Karen Levin

Tele Call: gardening over the week and now has increased symptoms.

6/4/12 Dynamic Hand Therapy

Hx: no improvements, grip is decreasing, difficulty opening things etc.

Dx: right forearm laceration of ulnar flexors and nerve

T: go to doc for surgical eval

6/6/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: taking neurontin from Dr. Levin for pain. Concerned with side effects. Symptoms the same. Side effects as well. Pt wants to proceed with surgery. PT lacks progress.

Ex: positive Tinel at cubital tunnel. Forearm scar is stable. W/ tenderness.

T: discussed surgery. This visits diff from last. Last showed PT benefiting. This one shows PT not helping.

6/11/12 Dr. Karen Levin

Tele Call: frequent twinges of pain and discomfort.

7/9/12 Dr. Scott Sagerman / Hand Surgery Associates

SURGERY

Two things to do in surgery: 1) right elbow cubital tunnel release. (Pinched nerve in the elbow)(also done in 2003) 2) scarring of the muscle.

Proc: very dep laceration did reach to the nerves but the muscle fibers actually intact. Nerve was not cut and no visible scarring around the ulnar nerve. This accounts for Pauls symptoms. That the scarring of the muscle accounts for Pauls pain. Cubital tunnel problem was causing the N ant T in the digits. Two independant and separate f indings. CT is not likely related. The muscle scarring is.

7/11/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: doing well. Function increased and symptoms improved. Strength improved. Still some soreness in elbow - normal. No restrictions.

Dx: Cubital tunnel release/

7/16/12 Dynamic Hand Therapy

Hx: Difficulty opening containers such as bottles, tools, lifting, pourinng liquids. Gripping and pulling utensils.

Ex: stitches in place. No drainage, no symptoms of infection. T and Burning in ulnar forearm. L'd elbow forearm, wrists and digits, moderate edema in forearm/wrist/digits

Dx: Ulnar nerve injury - chainsaw on right forearm laceration;

T: moist heat, PT

7/23/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: doing fine

7/30/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: doing well and arm feels much better w/ increased function.

8/27/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: Doing ok. Elbow was sore. In PT. Grip strength increased and hand function better.

9/25/13 Dr. Kathy A Kujawa

Dx: post traumatic dystonia of R hand

T: botox injections for spasms.

10/22/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: feeling better. Function improved. Gaining strength. Sensation in fingers improved. Can grasp objects better. Still difficulty with some activities. Continue HEP.

12/3/12 Dr. Scott Sagerman / Hand Surgery Associates

Hx: eval of right hand and right arm. Still has some weakness and pinch strength and difficulty grasping objects. Doing HEP. **Onset of left elbow symptoms** with no prior trauma.

Dx: left lateral epicondylitis. Deg of the elbow - tennis elbow. Causes are wear and tear and degenerative. Whether due to over compensation b/c of injry -thats a stretch.

3/25/13 Dr. Scott Sagerman / Hand Surgery Associates

Hx: right arm has intermittant soreness - right forearm. Scar stable and mild sensitivity. Padded elbow sleeve for protection. Steroid injection. Unrelated ailment?

8/26/13 Dr. Scott Sagerman / Hand Surgery Associates

Slight intermittant pains in right forearm w/ muscle cramping. Right forearm scar stable w/ no tenderness or sensitivity. Intermitt. Muscle spasms. Referred to neurologist.

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

FAXED 1/7

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

January 7, 2015

**VIA FACSIMILE: 815/288-3068**

Megan G. Heeg
Ehrmann, Gehlbach, Badger, Lee & Considine, LLC
215 E. First Street, Suite 100
Dixon, IL 61021

**RE:** ***Bankruptcy Estate of Paul Dulberg, Case No. 14-82297***

Dear Ms. Heeg:

I received your recent correspondence. I am currently representing Paul Dulberg for injuries he suffered when his arm was struck by a chainsaw on June 28, 2011. We are in the midst of discovery. There is no scheduled trial date. At this point, the defense is taking a "no liability" position and therefore, the chance of recovery is uncertain. I believe liability will be extremely difficult. We have calculated Paul's medical expense related to the occurrence as exceeding $60,000. To my knowledge, most of the medical expense is outstanding. However, my belief is that any eventual recovery will be much less.

I will be pursuing settlement negotiations. I am not sure at this time how this case will end up. Happy to speak with you at your convenience.

Very truly yours,

HANS A. MAST

smq

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

* * Transmit Confirmation Report * *

P1 Jan 7 2015 04:01pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

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I will be pursuing settlement negotiations. I am not sure at this time how this case will end up. Happy to speak with you at your convenience.

Very truly yours,

HANS A. MAST

smq


*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

# *Ehrmann Gehlbach Badger Lee & Considine, LLC*

*215 E. First Street, Suite 100*
*Dixon, IL 61021*
*815-288-4949*
*Fax: 815-288-3068 E-mail: heeg@egblc.com*

FAX TRANSMISSION COVER SHEET

add to service list

090128 Bankr'pt'cy Trustee

***Date:*** *January 6, 2015*

***To:*** *Thomas J. Popovich, Esq.*

***Fax:*** *815-344-5280*

***Re:*** *Dulberg*

***Sender:*** *Megan G. Heeg, Esq./kme*

*YOU SHOULD RECEIVE 4 PAGES, INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 815-288-4949.*

**********

**CONFIDENTIALITY NOTICE:** The information contained in this facsimile message is **ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION** intended only for the use of the individual or entity named herein. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the United States Postal Service. Thank you.

# Ehrmann Gehlbach Badger Lee & Considine, LLC

Attorneys At Law
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Gary R. Gehlbach
David W. Badger
Douglas E. Lee
also admitted in virginia & the district of columbia
Dana M. Considine
Megan G. Heeg
Darla A. Foulker
Sarwat B. Hanif

Rolfe F. Ehrmann
1949 – 2011
Warren H. Badger
1911-2005


January 6, 2015

BY FAX
Thomas J. Popovich, P.C.
Law Offices of Thomas J. Popovich, P.C.
3416 West Elm Street
Lake, Illinois 60050

Re: Your File: Paul Dulberg v. David Gagnon, et al
My File: Bankruptcy Estate of Paul Dulberg; Case No. 14-82297

Dear Attorney Popovich:

Paul R. Dulberg filed a Chapter 7 bankruptcy petition on November 26, 2014, and I was assigned as Trustee. (A copy of the Notice of bankruptcy filing is attached for your ready reference.) As Trustee, I am duty bound to collect the Bankruptcy Estate's assets for the benefit of the Debtor's unsecured creditors.

One of the assets of Mr. Dulberg's Bankruptcy Estate is his interest in the personal injury cause of action pending in McHenry County, Illinois. Please note the Bankruptcy Estate's interest in your records.

Debtor has provided to me a copy of the Complaint, but nothing more. At this time, can you please "pull out your crystal ball" and estimate for my Estate the possible result of the pending litigation, the possible timing of its resolution, the extent of any medical liens, and the likely finally distribution to debtor? Also, if the case has sufficient worth, it may be best if the Bankruptcy Estate retains you and your firm to continue the representation (for the benefit of the Bankruptcy Estate.)

I look forward to hearing from you soon.

Very truly yours,

EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC

Megan G. Heeg

MGH/kme
Enclosure

B9A (Official Form 9A) (Chapter 7 Individual or Joint Debtor No Asset Case) (12/12) Case Number 14-83578

# UNITED STATES BANKRUPTCY COURT
Northern District of Illinois

## Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines
A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 11/26/14.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

**Creditors — Do not file this notice in connection with any proof of claim you submit to the court.**
**See Reverse Side For Important Explanations**

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Paul R Dulberg
4606 Hayden Court
McHenry, IL 60051-7918

| | |
|---|---|
| Case Number: 14-83578<br>Office Code: 3 | Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos:<br>xxx-xx-4001 |
| Attorney for Debtor(s) (name and address):<br>David L. Stretch<br>Law Office of David L. Stretch<br>5447 West Bull Valley Road<br>McHenry, IL 60050-7410<br>Telephone number: 815-578-0055 | Bankruptcy Trustee (name and address):<br>Megan G Heeg<br>Ehrmann Gehlbach Badger Lee & Considine<br>Pob 447- 215 E First St, Ste 100<br>Dixon, IL 61021<br>Telephone number: 815-288-4949 |

### Meeting of Creditors:
Date: **December 30, 2014** Time: **10:00 AM**
Location: **308 West State Street, Room 40, Rockford, IL 61101**
**All debtors are required to attend and bring a picture ID and proof of their Social Security Number to the 341 meeting.**

### Presumption of Abuse under 11 U.S.C. § 707(b)
*See "Presumption of Abuse" on reverse side.*
**The presumption of abuse does not arise.**

### Deadlines:
Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

**Deadline to Object to Debtor's Discharge *or* to Challenge Dischargeability of Certain Debts: 3/2/15**

**Deadline to Object to Exemptions:**
Thirty (30) days after the *conclusion* of the meeting of creditors.

### Creditors May Not Take Certain Actions:
In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

**Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.**

### Creditor with a Foreign Address:
A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

| | |
|---|---|
| **Address of the Bankruptcy Clerk's Office:**<br>Western Division<br>327 South Church Street<br>Rockford, IL 61101<br>Telephone number: 1-866-222-8029 | **For the Court:**<br>Clerk of the Bankruptcy Court:<br>Jeffrey P. Allsteadt |
| Hours Open: Monday – Friday 8:30 AM –4:30 PM | Date: December 1, 2014 |

TELEPHONE (815) 385-0164 physician ID 35914 1374

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

date of service
7/1/11

Received of Paul Dulberg

One hundred five Dollars

ON ACCOUNT OF office visit

$ 105.00 Frank W. Sek MD

TELEPHONE (815) 385-0164 physician ID 35914 1374

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

date of service
7/8/11

Received of Paul Dulberg

Eighty six Dollars

ON ACCOUNT OF office visit 99213

removal of sutures / collection of right forearm

$ 86.00 Frank W. Sek MD

CentegraHealthSystem

Date: 7-6-11

☐ Centegra Health System
Centegra Hospital Woodstock
P.O. BOX 1990
Woodstock, Il 60098

☑ Centegra Health System
Centegra Hospital McHenry
P.O. BOX 1447
Woodstock, Il 60098

To Whom It May Concern:

Please be advised if medical records are needed to get the attached claim paid we will need a written request. Please be sure the return street address is on the request, as records will be sent certified mail. If you have any questions please call 815 338 2544 and please be sure to reference account number below:

B1117900323.

Thank you for your cooperation,

Patient Business Services
Centegra Health System
Insurance Specialist
Phone# 815 338 2544
**Fax# 815 334 5024**

# MEMORANDUM

TO: File

FROM: Hans

DATE: December 20, 2013

SUBJECT: **PAUL DULBERG**

On December 18, 2013, I called Paul today after an 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 McGurie's and he is willing to take their $5,000 settlement offer.

# MEMORANDUM

TO: Hans

C: File

FROM: Bob

DATE: October 28, 2013

847/244-4117
Terri Clark

SUBJECT: **DISCOVERY DEPOSITION OF DR. MARCUS TALERICO**

CASE: PAUL DULBERG – 10/16/13 Vahl Reporting

As a brief history to this case, this is the case of Paul Dulberg who was injured when a chainsaw cut his right forearm while assisting at a friend's house. He ended up having some numbness and tingling in his pinky and ring finger in that hand as well as some pain and issues involving gripping or holding on to things, which he claims were from this accident. Prior to Dr. Talerico's appointments with Paul, he did go and see Dr. Karen Levin. She then sent him on to Dr. Talerico and then subsequently to Dr. Sagerman. Dr. Talerico ended up seeing him 2 times in his office, 1 being on December 2, 2011 and another on January 6, 2012. Reportedly, there was also a phone call placed to Dr. Talerico's office on June 21, 2012 in which Paul wished to clarify how the chainsaw was being used to him. This is possibly from Paul seeing his medical records. It is unknown as to why he would call 6 months later to discuss it, but in the records, Dr. Talerico noted that Paul was using the chainsaw. It is possible that Paul called to clarify that in those medical records, but there were no other discussions on that date.

FAVORABLE TESTIMONY:

This was not a deposition that produced a lot of good points for our client. Whereas it is documentation of Paul's complaints that he had to his forearm which will come in significant later with Dr. Sagerman's deposition, which is the doctor Paul saw after Dr. Talerico, Dr. Talerico did not provide us with a lot of good opinions with regards to Paul's injuries. However, he did only see him 2 times and as noted to me prior to the deposition, he did not feel he could give anything else to Paul and thought Paul was somewhat of an odd individual. Whereas I don't have any real facts to back this up, it seemed like he was not interested in treating Paul for his injuries.

UNFAVORABLE TESTIMONY:

Overall the doctor simply testified as to what was noted in his medical records which doesn't appear to be too promising for Paul. I should note also that after the deposition, I felt it was somewhat alarming to me and borderline unprofessional that the doctor made a comment in front of myself as well as to the defense counsel as to his suspiciousness of Paul's claims. He gave indications that he did not feel there was really anything wrong with Paul. I did advise him prior to the deposition that Dr. Sagerman's deposition had already been taken and that Dr. Sagerman was clear in the injuries to Paul's forearm which would be causing some of the pain and problems that Paul had. Dr. Talerico advised that he was aware of Dr. Sagerman and certainly did not want to discredit him, however, it

# MEMORANDUM

TO: Hans

C: File

FROM: Bob

DATE: October 30, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. SCOTT SAGERMAN**

CASE: PAUL DULBERG

Jill Tiffany Vahl 847/244-4117

On October 15, 2013, I attended the discovery deposition of Dr. Scott Sagerman regarding his treatment of our client, Paul Dulberg. To review, Paul was injured in a chainsaw accident in which his right forearm was significantly injured and damaged after a chainsaw struck it while helping a friend cut down a tree limb.

FAVORABLE TESTIMONY:

In summary, the doctor was able to tie the forearm pain and symptoms being muscle pain and weakness in gripping and pulling things in his forearm to the accident. It was a deep laceration to his forearm and there was some injury to those muscles and nerves which may have been causing the pain in that area. The surgery to the forearm and treatment of that he felt he could easily relate to the accident.

UNFAVORABLE TESTIMONY:

In contrast to the positive points, the cubital tunnel injuries and subsequent surgeries and treatment that Paul had in his right elbow would be difficult to relate back to the accident and the doctor basically said that it was too far distal from where the chainsaw struck him to have been caused by the accident. Furthermore, any subsequent pain Paul would have had to his left arm would also be a stretch to show that that was somehow related to overcompensate him from the right arm. The doctor did note that it was possible, but I don't know that we can firmly count on his testimony to show that to be a viable claim.

SUMMARY:

On October 15, 2013, I attended the discovery deposition of Dr. Scott Sagerman in Paul Dulberg's case. The doctor identified himself as an orthopedic surgeon with specialties in hand and upper extremities. He did have some recollection of Paul from the numerous treatments of him. This accident occurred on 04/28/11 and the first visit with Dr. Sagerman was on 02/27/12. He does know that he had seen Dr. Sek prior to this as well as Dr. Levin and Dr. Talerico.

The doctor did note that he had seen Paul sometime in the past in 2003 and 2004 when he was diagnosed with cubital tunnel syndrome in his left arm. This is an ulnar nerve condition regarding

# MEMORANDUM

TO: File

FROM: Hans

DATE: November 20, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. APIWAT FORD**

CASE: PAUL DULBERG

On November 20, 2013, I appeared for the discovery deposition of Dr. Apiwat Ford, who is an ER doctor at NIMC, before court reporter, Margaret Maggie Orton at Vale Reporting Service, 847/244-4117, the transcript was not ordered by our office, but ordered by defense.

Dr. Apiwat Ford is a very cooperative witness. He is very thoughtful and did meet with me before the deposition to talk about the issues in the case. He is the ER doctor and therefore, only saw Paul once and that was the short hours after Paul's accident.

The favorable testimony is as follows:

**FAVORABLE TESTIMONY:**

1. He only saw Paul once and it was the day of the accident within hours of the injury on June 28, 2011 and Paul gave a history of a chainsaw laceration across the right forearm.

2. The nurse did a triage assessment and he was stable. When he saw Paul, Paul had pain 9 out of 10 and although he had a normal neurological examination, he did have numbness reported in the right fingers, but upon examination he was not able to find any significant abnormalities or compromise neurologically of his right arm or hand.

3. The laceration was 8 centimeters long or 3.5 inches and it went down into the muscle, although he did not measure the depth. He had to stitch 3 interior stitches and 11 exterior stitches. He believes the laceration was more than superficial and it went down into the muscle tissue, but how far into the muscle he doesn't know. It would have gotten into the muscles and possibly - although he doesn't know - into some peripheral nerves but not into the ulnar nerve.

4. He tried to assess initially any type of nerve involvement by doing a neurological examination, but he was not able to discount the fact that there was some nerve involvement that would arise later on or compromise him at some point.

5. On his exam, he did not go into the details of the fingers, numbness or tingling, just did a general neuro exam and found it to be normal. The muscle and tendons were intact, but he did not go into the detail onto how much involvement the laceration had into muscles or tendons.

# MEMORANDUM

TO: Hans

C: File
Alarie

FROM: Bob

DATE: August 1, 2014

SUBJECT: **DISCOVERY DEPOSITION OF DR. KUJAWA**

CASE: PAUL DULBERG

On July 23, 2014, at 1:30 p.m., I attended the discovery deposition of Dr. Kujawa in the case of Paul Dulberg. The deposition was conducted primarily by Perry Accardo and the court reporter was Jill Tiffany with Vahl Reporting and Services out of Lake Bluff and Chicago, 847-244-4117 (Lake Bluff), 312-624-8472 (Chicago).

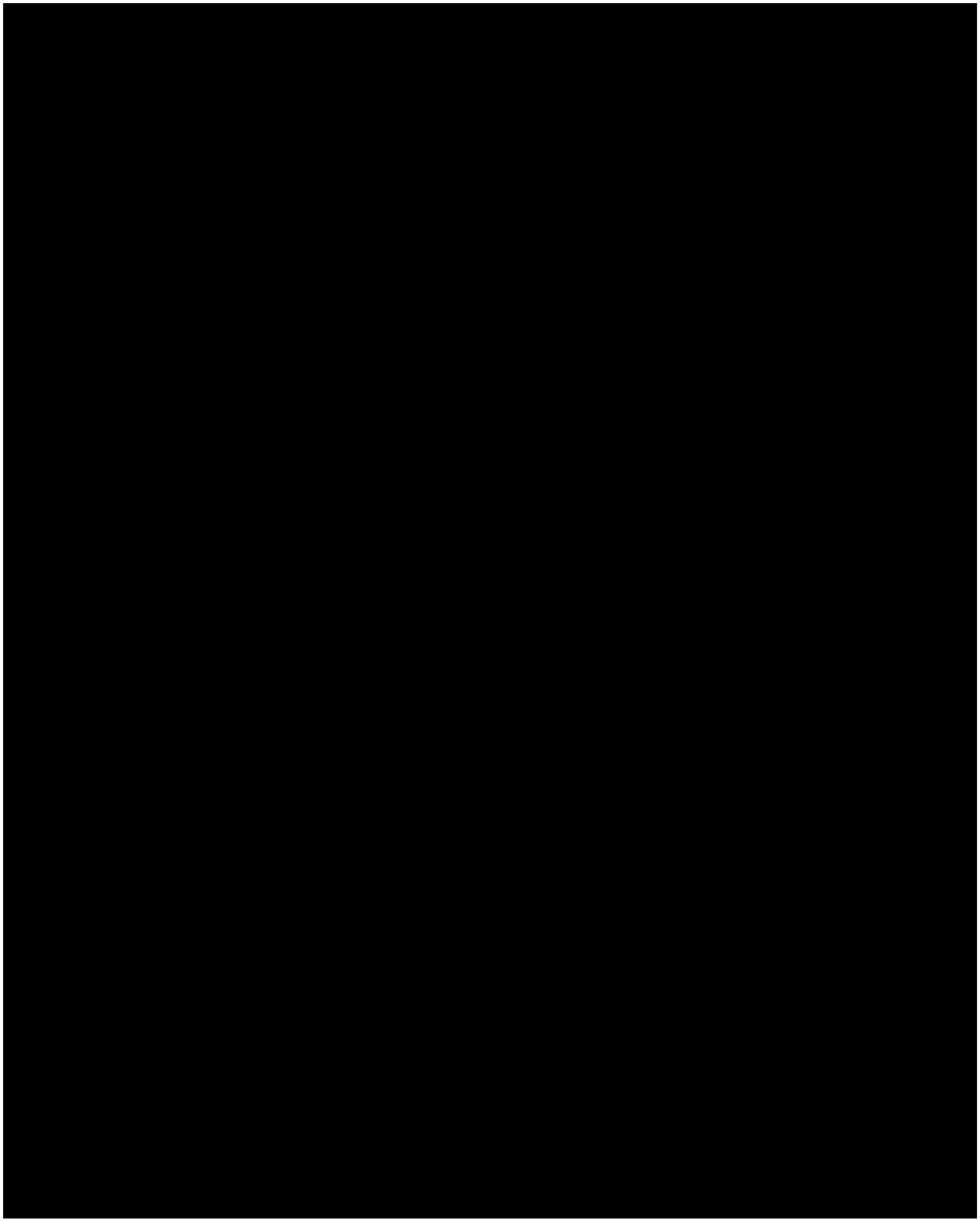
FAVORABLE TESTIMONY:

1. Dr. Kujawa did very well for us in basically giving us a disability type of issue with Paul and his injuries. Whereas she did only see Paul on one occasion for a primary consultation, but then two other times for botox injection, she did indicate that the type of injury that he suffers will cause neurological type of issues including involuntary muscle spasms of which he was complaining of. She also noted that these will be permanent in nature and he will require an extensive amount of medication and very expensive treatment if he wishes to curtail these.

2. She noted that he would have significant limitations to various activities if he were to try to do them. However, she was not able to give any specifics and did not note in her records what he said his limitations were. She also is very knowledgeable in her testimony of the neurological system and would seem to make a very good witness on the stand in explaining the injuries that he sustained and their end result. The doctor was able to observe objective findings as to Paul's involuntarily spasms and his inability to uncurl his hand or his fingers upon making a fist. She noted that there was no subjective element in that condition which she actually saw that day.

UNFAVORABLE TESTIMONY:

Other then not having all of her medical records in front of her or be able to give specifics as to what Paul could or could not do as a result of this, there was not any significant amount of negative testimony that came from her deposition. She was overall very favorable to us and was able to tie the involuntary spasms as well as the pain that Paul is suffering to the nerve damage and nerve issues directly to the chainsaw accident. She again noted that she felt it would be permanent and he would need expensive medical treatment to have a decent quality of life.



# MEMORANDUM

TO: Hans

C: File
Alarie

FROM: Bob

DATE: August 1, 2014

SUBJECT: **DISCOVERY DEPOSITION OF DR. KUJAWA**

CASE: PAUL DULBERG

On July 23, 2014, at 1:30 p.m., I attended the discovery deposition of Dr. Kujawa in the case of Paul Dulberg. The deposition was conducted primarily by Perry Accardo and the court reporter was Jill Tiffany with Vahl Reporting and Services out of Lake Bluff and Chicago, 847-244-4117 (Lake Bluff), 312-624-8472 (Chicago).

FAVORABLE TESTIMONY:
1. Dr. Kujawa did very well for us in basically giving us a disability type of issue with Paul and his injuries. Whereas she did only see Paul on one occasion for a primary consultation, but then two other times for botox injection, she did indicate that the type of injury that he suffers will cause neurological type of issues including involuntary muscle spasms of which he was complaining of. She also noted that these will be permanent in nature and he will require an extensive amount of medication and very expensive treatment if he wishes to curtail these.

2. She noted that he would have significant limitations to various activities if he were to try to do them. However, she was not able to give any specifics and did not note in her records what he said his limitations were. She also is very knowledgeable in her testimony of the neurological system and would seem to make a very good witness on the stand in explaining the injuries that he sustained and their end result. The doctor was able to observe objective findings as to Paul's involuntarily spasms and his inability to uncurl his hand or his fingers upon making a fist. She noted that there was no subjective element in that condition which she actually saw that day.

UNFAVORABLE TESTIMONY:

Other then not having all of her medical records in front of her or be able to give specifics as to what Paul could or could not do as a result of this, there was not any significant amount of negative testimony that came from her deposition. She was overall very favorable to us and was able to tie the involuntary spasms as well as the pain that Paul is suffering to the nerve damage and nerve issues directly to the chainsaw accident. She again noted that she felt it would be permanent and he would need expensive medical treatment to have a decent quality of life.

SUMMARY:

In summary, Dr. Kujawa noted that she only saw Paul on one occasion for an initial consultation on September 25, 2013. He was referred to her by Dr. Sagermann and she knew Dr. Sagermann as being a hand specialist. On that initial visit, she primarily reviewed what is noted in her medical records in that Paul was primarily complaining of involuntary muscle spasms in his right hand as well as significant pain associated with those spasms. She noted that he would report a curling in his hand whereby upon gripping something, his third, fourth and fifth finger would curl up inward along with his wrist. During the examination, she actually instigated this by having him make a fist. Upon doing so, she noted that he could not then uncurl his right hand or his third, fourth and fifth finger. She was very clear in her testimony that this was an objective finding as to her observations and there really is no element of subjectiveness in that at all. Whereas she was not directly able to see the pain he was in, she could tell that he also suffered from pain during that period of spasm. She categorized his ailments as a chronic pain condition that was associated with the spasms. She called the spasms an acquired dystonia. The word acquired is very important as she noted that this is not something that he is born with and that it is usually trauma induced. She would also categorize that such trauma that he sustained would induce such a problem and it is her belief that the cut with the chainsaw is the trauma that induced this dystonia. Dystonia is a fancy word really for involuntary muscle contractions.

The treatment that she put him on is basically botox injections, however, they are very, very expensive. One injection including all fees she estimated would be in the area of $2,000.00 and he would need them approximately every three months. They will not give them sooner than three months or else the body will develop a tolerance for them. He then went back in February, 2014, which we do not have the records for. This visit was for a botox injection which was administered on that day and to her knowledge, there were no complications. He later came back in May for a second one. Whereas she did not have the records in front of her, she knew that there were no complications because if there had been, they would have never had him back in May to give another set of botox injections. She didn't have any specific knowledge on this day as to what his condition was immediately after the injections, but it would take as much as a week and a half after the injection for him to really feel relief. There were some discussions on the initial visit of the cost of these injections and she did refer him to somewhat of an assistance program to see if arrangements could be made for him to afford them. She did say that basically these injections as well as some possible by mouth medications are really the only things right now that she can give to improve his quality of life. These other by mouth medications would include various muscle relaxers and pain medications. She noted that she is not very much in favor of those types of medications but there really is not many options for him.

She had him back in May, 2014, for a second botox injections. She did not have those medical records in front of her and we also do not have those either. Nevertheless, this botox injection was completed at that time and to her knowledge there were no complications. As those are given every three months, she does not know at this point whether or not he has an additional appointment scheduled at any time in August for yet another bout of botox.

When asked of her opinion to a reasonable degree of medical certainty as to whether the chainsaw accident would have provided the trauma that would have caused these injuries, she indicated that in her opinion it was. She noted that whereas she was given information that the arm was "nearly severed" (which was given by Paul), that such an injury could certainly cause enough muscle and nerve damage to cause this type of ailment. As for permanency, the doctor testified that she does believe that this will be a permanent condition for him. She did note however that because of the

fact that he waited almost 18 months after it to come see her may be a contributing factor as to why it is a permanent injury but nevertheless, by the time he did get to her, she did feel that the damage was done and from this point on it will be a permanent injury. He will need indefinite medical treatment, such as botox or medications, to help curtail the pain that he is having. On cross examination, she was asked as to what type of things that may trigger these types of spasms and she noted that due to the fact that we work with our hands, it could be almost anything. It could come at any discriminate time or with any type of actual activity in which he is using him hand. She also noted that it is very possible that they will incur in the middle of the night and when that happens, the pain will be such that it will wake him up out of a sleep at any given time.

She explained the ailment as such, she basically noted that when the nerves and muscles are severed like his seem to be, the nerves will try to rejuvenate themselves on their own. The brain will also try to do that and continue to try to send various messages to the muscles in his hand and in his forearm in order to get them to do something. However, it is not uncommon whatsoever that either the nerves will reform improperly or that the messages from the brain will get mixed up with the wrong nerves and the wrong muscles and therefore you will have the involuntary spasms and for no apparent reason he may have to clinch and make a fist or his hand may move in some way that he did not anticipate. The doctor was very clear and very articulate in her explanation of this and it was quite interesting listening to her explain the relationship between the brain and the neurological system and the muscles and nerves.

Overall, again, she was a great witness for our case for permanency as well as the injuries and ailments that Paul is going to continue to suffer and the very expensive medical treatment that he will need to have a good quality of life down the road. She is currently still trying to treat him and trying to keep his quality of life as best as it can be through the botox and various medications. I did not order a copy of the transcript but it is available as Perry did order a copy.

By copy of this memo to **Alarie**, we need to call 847-981-3630 and ask to acquire those two second dates of records, February and May, for when he received those botox injections.

# MEMORANDUM

TO: Hans

C: File

FROM: Bob

DATE: October 28, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. MARCUS TALERICO**

CASE: PAUL DULBERG

As a brief history to this case, this is the case of Paul Dulberg who was injured when a chainsaw cut his right forearm while assisting at a friend's house. He ended up having some numbness and tingling in his pinky and ring finger in that hand as well as some pain and issues involving gripping or holding on to things, which he claims were from this accident. Prior to Dr. Talerico's appointments with Paul, he did go and see Dr. Karen Levin. She then sent him on to Dr. Talerico and then subsequently to Dr. Sagerman. Dr. Talerico ended up seeing him 2 times in his office, 1 being on December 2, 2011 and another on January 6, 2012. Reportedly, there was also a phone call placed to Dr. Talerico's office on June 21, 2012 in which Paul wished to clarify how the chainsaw was being used to him. This is possibly from Paul seeing his medical records. It is unknown as to why he would call 6 months later to discuss it, but in the records, Dr. Talerico noted that Paul was using the chainsaw. It is possible that Paul called to clarify that in those medical records, but there were no other discussions on that date.

FAVORABLE TESTIMONY:

This was not a deposition that produced a lot of good points for our client. Whereas it is documentation of Paul's complaints that he had to his forearm which will come in significant later with Dr. Sagerman's deposition, which is the doctor Paul saw after Dr. Talerico, Dr. Talerico did not provide us with a lot of good opinions with regards to Paul's injuries. However, he did only see him 2 times and as noted to me prior to the deposition, he did not feel he could give anything else to Paul and thought Paul was somewhat of an odd individual. Whereas I don't have any real facts to back this up, it seemed like he was not interested in treating Paul for his injuries.

UNFAVORABLE TESTIMONY:

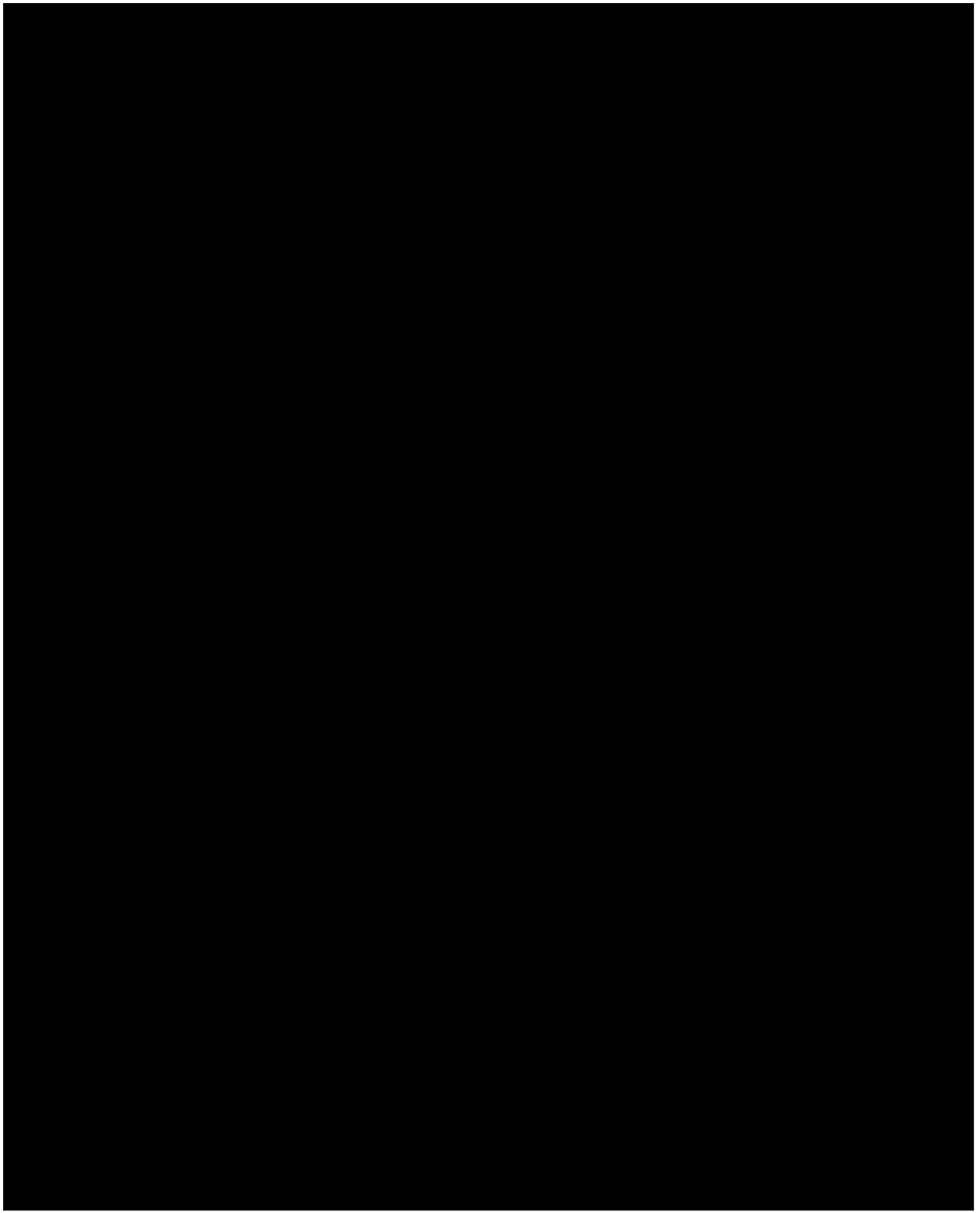
Overall the doctor simply testified as to what was noted in his medical records which doesn't appear to be too promising for Paul. I should note also that after the deposition, I felt it was somewhat alarming to me and borderline unprofessional that the doctor made a comment in front of myself as well as to the defense counsel as to his suspiciousness of Paul's claims. He gave indications that he did not feel there was really anything wrong with Paul. I did advise him prior to the deposition that Dr. Sagerman's deposition had already been taken and that Dr. Sagerman was clear in the injuries to Paul's forearm which would be causing some of the pain and problems that Paul had. Dr. Talerico advised that he was aware of Dr. Sagerman and certainly did not want to discredit him, however, it

was clear that Dr. Talerico was not a fan of Paul Dulberg as a patient and will not serve as a benefit for us in any testimony that he may give about him.

Dr. Talerico identified himself as Dr. Marcus Talerico and he gave us his CV which was put in as Exhibit No. 1 which is up to date and will be attached to this memo. He described that he is an orthopedic surgeon specializing in hand and upper extremities. He had 2 office encounters with Paul after he was sent to him from Dr. Levin. The first visit was on December 2, 2011 and the second was on January 6, 2012. He had no other visits or treatment of Paul Dulberg.

The first visit was on December 2, 2011. In his deposition, the doctor basically read the history as noted in his medical records. Even though Paul was seen in the emergency room, Dr. Talerico did not get the emergency room records. He said that Paul complained mostly of pain radiating from the laceration site in his forearm and mid forearm as well as numbness and tingling in the pinky and ring finger. He also noted to him grip weakness and loss of endurance in the hand. An EMG had been previously done however he did not have that on that date or noted. Paul was not working at the time as it was noted to the doctor that his job as a graphics person caused him pain in using the mouse. He conducted the exam as noted in his medical records. He noted no tenderness to palpation and noted the exam as relatively normal. He felt that his strength was okay and his wrist and grip strength were also okay. The Froment sign which looks for weakness in the hand was also negative. He also did a Wartenberg test which was positive and described it as an objective finding in which the small finger pulls away from the other fingers in the hand. This did show positive with Paul. Any sensation test that he would have given were normal. As for his diagnostics and assessment, he didn't see any nerve or tendon injury to Paul. He prescribed physical therapy. He felt that the pain Paul was feeling was muscular nature at that time. He noted in his medical records that he did not see the EMG that was done and he would like to obtain that report and have Paul come back once he sees that report. He noted that there is no evidence of a complete injury to the ulnar nerve on the physical exam. Again, he thinks its more muscular in origin. He also felt that he may have some "superficial sensory complaints" as well. He felt that there may be some nerve issues but didn't feel it was significant. He asked Paul to come back after some physical therapy was done and once he obtained those reports. Paul ended up going to 1-2 physical therapy sessions and then came back on January 6, 2012

The next visit was on January 6, 2012. Paul reportedly showed no improvement and the physical therapy didn't help. He told the doctor that he had burning in his forearm and he said it was getting worse. But he had no new complaints. He didn't think that the occupational therapy was helping him. Dr. Talerico did get a copy of the EMG and noted that it was normal. As to whether he was asked about any disability paperwork, the doctor didn't remember any conversation regarding that. The doctor did then give an opinion that he did not think that Paul was disabled. He said there were no objective signs to this. He conducted the same exam on him and felt that it was the same results as the prior exam. He felt that he should continue therapy and really didn't have any other help that he could provide to Paul. He did not note any pain above the laceration on this visit being up in the elbow area. He did note that there wasn't anything radiation also from the laceration up or down his arm. He saw no evidence of an ulnar nerve injury. He noted that he had normal wrist flexor muscles as well. He did note that there was the scar on Paul's arm and that there was a laceration in the muscle belly that had healed. He noted that he did not see any abnormality other then Paul's subjective complaints. Lastly, his opinion is that he did not have any subjective findings to support or justify Paul's complaints.



# MARCUS G. TALERICO, M.D., C.I.M.E.

*1419 Peterson Rd.*
*Libertyville, IL 60048*
*Phone /Fax (855)469-4263*
*MarcusTalerico@HandtoShoulderClinic.com*

***Employment***

| | |
|---|---|
| MidAmerica Orthopaedics<br>Libertyville, IL | Orthopaedic Surgeon<br>Sept 2011 - present |
| Dean Health Systems, Inc.<br>Madison, WI | Orthopaedic Surgeon<br>August 2010 – Sept 2011 |
| US Naval Hospital<br>Great Lakes, IL | Staff Orthopaedic Surgeon<br>July 2007 – July 2009 |
| US Naval Hospital<br>Okinawa, Japan | Staff Orthopaedic Surgeon<br>July 2005 – July 2007 |

***Education***

| | |
|---|---|
| **Medical College of Wisconsin**<br>Hand and Upper Extremity Orthopaedic Surgery Fellowship | Milwaukee, WI<br>August 2009 – July 2010 |
| **UMDNJ – Robert Wood Johnson Medical School**<br>Orthopaedic Surgery Residency | New Brunswick, NJ<br>July 2001 – June 2005 |
| **Memorial Sloan Kettering Hospital**<br>Musculoskeletal Oncology Service | New York, NY<br>May 1, 2003 - June 30, 2003 |
| **UMDNJ – Robert Wood Johnson Medical School**<br>Internship in General Surgery | New Brunswick, NJ<br>July 2000 – June 2001 |
| **Loyola University Stritch School of Medicine**<br>Doctor of Medicine | Maywood, IL<br>August 1996- June 2000 |
| **New York Medical College**<br>MS Physiology | Valhalla, NY<br>August 1994 – June 1996 |
| **Fairfield University**<br>BS Biology | Fairfield, CT<br>September 1990 – June 1994 |

***Licensure***

MD – Illinois
MD – Wisconsin

***Board Certification***

| | |
|---|---|
| American Board of Orthopaedic Surgery | July 2007 |
| American Board of Independent Medical Examiners | August 2011 |

## *Honors and Awards*

| | |
|---|---|
| 2007 | Navy Achievement Medal |
| 2000 – 2005 | Selected NADDS – deferment for civilian orthopaedic residency |
| 2000 | Member, **Alpha Omega Alpha Medical Honor Society** |
| 1996 – 2000 | Recipient, U.S. Navy Medical School Scholarship |
| 1996 | MS Physiology, Summa Cum Laude |
| 1994 | BS Biology, Cum Laude |
| 1990 – 1994 | Recipient, National Caddy Scholarship |

## *Research Experience*

| | |
|---|---|
| 2005 | Pediatric distal tibia physeal fracture retrospective review of incidence, rate of premature physeal closure, and risk factors. Eight year study reviewing over 125 cases.<br>Dr. Andrew Bowe, UMDNJ – Robert Wood Johnson Medical School Dept. of Orthopaedic Surgery |
| 2003 | Prospective study evaluating various clinical outcome measures in patients undergoing knee arthroscopy with use of local anesthesia.<br>Dr. Charles Gatt, UMDNJ – Robert Wood Johnson Medical School Dept. of Orthopaedic Surgery |
| 1997 | Investigation of "Musculoskeletal injury rates in male and female military recruits during basic training," Captain Stephanie Brodine, MD<br>Naval Health Research Center, San Diego, CA |
| 1995 – 1996 | Investigation of the role of NO in maintenance of normal pulmonary vascular pressure in a systemic hypertension animal model under Theresa Burke-Wolin, Ph.D., Dept. of Pharmacology, New York Medical College |

## *Publications*

Leary, JT, Handling, M, **Talerico, M,** Bowe, J. Andrew. Physeal fractures of the distal tibia: Predictive factors of premature physeal closure and growth arrest. *Journal of Pediatric Orthopaedics* 2009: 29(4): 356-361.

Burke-Wolin, T, Pino, P, Itani, M, **Talerico, M**, Pucci, M, et al. Peripheral hypertension and alterations in pulmonary vascular regulation. *Am J Physiology* 1997;273(1 Pt 1): L 113-8

Itani MM, **Talerico MG**, Pino PA, Burke-Wolin T. Early regulatory changes in rat pulmonary artery of renin-dependent systemic hypertension models. *Am J Respiratory Cell and Molecular Biology* 1996:15(4): 467-472

***Presentations***

**Hand Injuries and Exam,** Presented at Orthopaedic Symposium, USNH Okinawa, Japan, October, 2005

**Knee Injuries and Exam**, Presented at Surgical Grand Rounds, USNH Okinawa, Japan, February, 2006

**Orthopaedic Manifestations of Gunshot Wounds**, Presented at Pacific Pearls annual CME conference, USNH Okinawa, Japan, March, 2006

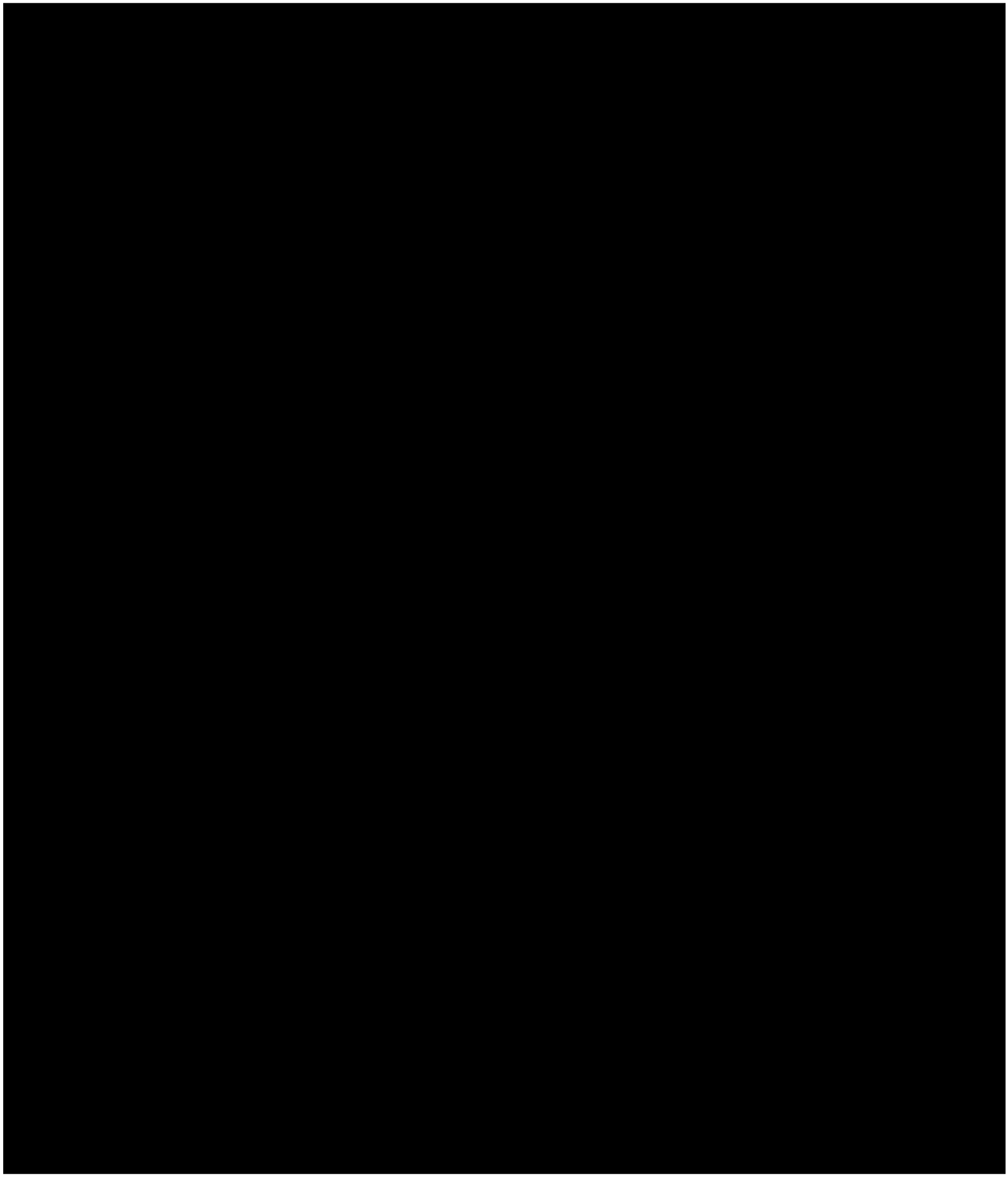
**Soft Tissue Sarcomas,** Presented at Orthopaedic Grand Rounds, UMDNJ-Robert Wood Johnson Medical School, July, 2003

**Multiple Hereditary Exostoses,** Presented at Orthopaedic Grand Rounds, UMDNJ-Robert Wood Johnson Medical School, May, 2002

**Proximal Humerus Fractures**, Presented at Orthopaedic Grand Rounds, UMDNJ-Robert Wood Johnson Medical School, September 2001

***Interests***

Running, cycling, triathlon



XFINITY Connect

hansmast@comcast.ne

+ Font Size -

**Dr Kujawa update**

**From :** Paul Dulberg <pdulberg@comcast.net>

Sun, Jun 29, 2014 07:00 PM

**Subject :** Dr Kujawa update

**To :** Hans Mast <hansmast@comcast.net>

Hi Hans,

I spoke with dr. Kujawa's assistant Elsie by phone on Friday. I updated her on how the increased dosages of Neurontin/Gabapentin are having an effect on the burning spasms in my arm. I told her that each week that I increased the dose I was able to get a 75-80% reduction in the amount of burning spasms for approximately 2-1/2 to 3 days tops before I adjusted to the new dosage and the beneficial effects wore off. Unfortunately, I also sleep for 2-1/2 to 3 days each time the dosage is increased.
I am now at the recommended level of 1800mg a day and don't have anymore dosage increases scheduled and it's as if I'm not getting any relief again. She said dr. Kujawa wants to keep me at that dosage until our next office visit.
As far as the Botox injections go, I told her this time it definitely had an effect. My hand is now weaker and I can't even my full coffee cup up straight. She said that's what it's supposed to do and that as it wears off the spasms may get stronger and that we will do another round of injections at the 3 month office visit. She also said that I shouldn't be grabbing anything more than a couple of pounds.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

# MEMORANDUM

TO: Hans

C: File
Alarie

FROM: Bob

DATE: August 1, 2014

SUBJECT: **DISCOVERY DEPOSITION OF DR. KUJAWA**

CASE: PAUL DULBERG

On July 23, 2014, at 1:30 p.m., I attended the discovery deposition of Dr. Kujawa in the case of Paul Dulberg. The deposition was conducted primarily by Perry Accardo and the court reporter was Jill Tiffany with Vahl Reporting and Services out of Lake Bluff and Chicago, 847-244-4117 (Lake Bluff), 312-624-8472 (Chicago).

FAVORABLE TESTIMONY:

1. Dr. Kujawa did very well for us in basically giving us a disability type of issue with Paul and his injuries. Whereas she did only see Paul on one occasion for a primary consultation, but then two other times for botox injection, she did indicate that the type of injury that he suffers will cause neurological type of issues including involuntary muscle spasms of which he was complaining of. She also noted that these will be permanent in nature and he will require an extensive amount of medication and very expensive treatment if he wishes to curtail these.

2. She noted that he would have significant limitations to various activities if he were to try to do them. However, she was not able to give any specifics and did not note in her records what he said his limitations were. She also is very knowledgeable in her testimony of the neurological system and would seem to make a very good witness on the stand in explaining the injuries that he sustained and their end result. The doctor was able to observe objective findings as to Paul's involuntarily spasms and his inability to uncurl his hand or his fingers upon making a fist. She noted that there was no subjective element in that condition which she actually saw that day.

UNFAVORABLE TESTIMONY:

Other then not having all of her medical records in front of her or be able to give specifics as to what Paul could or could not do as a result of this, there was not any significant amount of negative testimony that came from her deposition. She was overall very favorable to us and was able to tie the involuntary spasms as well as the pain that Paul is suffering to the nerve damage and nerve issues directly to the chainsaw accident. She again noted that she felt it would be permanent and he would need expensive medical treatment to have a decent quality of life.

SUMMARY:

In summary, Dr. Kujawa noted that she only saw Paul on one occasion for an initial consultation on September 25, 2013. He was referred to her by Dr. Sagermann and she knew Dr. Sagermann as being a hand specialist. On that initial visit, she primarily reviewed what is noted in her medical records in that Paul was primarily complaining of involuntary muscle spasms in his right hand as well as significant pain associated with those spasms. She noted that he would report a curling in his hand whereby upon gripping something, his third, fourth and fifth finger would curl up inward along with his wrist. During the examination, she actually instigated this by having him make a fist. Upon doing so, she noted that he could not then uncurl his right hand or his third, fourth and fifth finger. She was very clear in her testimony that this was an objective finding as to her observations and there really is no element of subjectiveness in that at all. Whereas she was not directly able to see the pain he was in, she could tell that he also suffered from pain during that period of spasm. She categorized his ailments as a chronic pain condition that was associated with the spasms. She called the spasms an acquired dystonia. The word acquired is very important as she noted that this is not something that he is born with and that it is usually trauma induced. She would also categorize that such trauma that he sustained would induce such a problem and it is her belief that the cut with the chainsaw is the trauma that induced this dystonia. Dystonia is a fancy word really for involuntary muscle contractions.

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When asked of her opinion to a reasonable degree of medical certainty as to whether the chainsaw accident would have provided the trauma that would have caused these injuries, she indicated that in her opinion it was. She noted that whereas she was given information that the arm was "nearly severed" (which was given by Paul), that such an injury could certainly cause enough muscle and nerve damage to cause this type of ailment. As for permanency, the doctor testified that she does believe that this will be a permanent condition for him. She did note however that because of the

fact that he waited almost 18 months after it to come see her may be a contributing factor as to why it is a permanent injury but nevertheless, by the time he did get to her, she did feel that the damage was done and from this point on it will be a permanent injury. He will need indefinite medical treatment, such as botox or medications, to help curtail the pain that he is having. On cross examination, she was asked as to what type of things that may trigger these types of spasms and she noted that due to the fact that we work with our hands, it could be almost anything. It could come at any discriminate time or with any type of actual activity in which he is using him hand. She also noted that it is very possible that they will incur in the middle of the night and when that happens, the pain will be such that it will wake him up out of a sleep at any given time.

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Overall, again, she was a great witness for our case for permanency as well as the injuries and ailments that Paul is going to continue to suffer and the very expensive medical treatment that he will need to have a good quality of life down the road. She is currently still trying to treat him and trying to keep his quality of life as best as it can be through the botox and various medications. I did not order a copy of the transcript but it is available as Perry did order a copy.

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0245281968.1/SKO/ACCARDO/mil

7/23

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO. 12LA000178

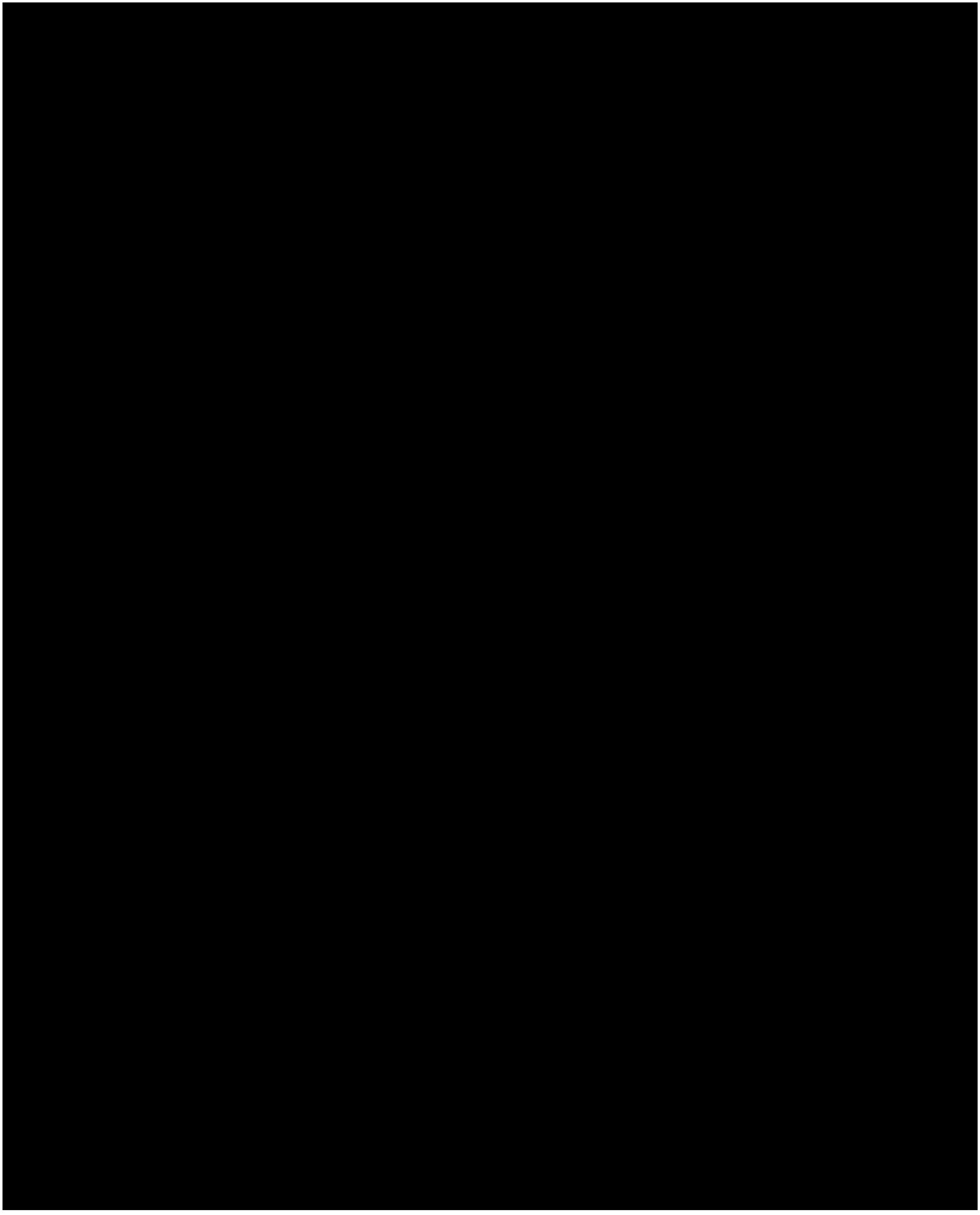
**NOTICE OF DISCOVERY DEPOSITION(S)**

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: Dr. Kujawa
DATE: July 23, 2014
TIME: 1:30 PM
PLACE: Dr. Kujawa
2614 Patriot Blvd.
Glenview, IL 60026

upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois Rules of the Supreme Court.

7/22 - Confd w/ Atty Accardo's ofc.



# MEMORANDUM

TO: File

FROM: Hans

DATE: November 20, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. APIWAT FORD**

CASE: PAUL DULBERG

On November 20, 2013, I appeared for the discovery deposition of Dr. Apiwat Ford, who is an ER doctor at NIMC, before court reporter, Margaret Maggie Orton at Vale Reporting Service, 847/244-4117, the transcript was not ordered by our office, but ordered by defense.

Dr. Apiwat Ford is a very cooperative witness. He is very thoughtful and did meet with me before the deposition to talk about the issues in the case. He is the ER doctor and therefore, only saw Paul once and that was the short hours after Paul's accident.

The favorable testimony is as follows:

**FAVORABLE TESTIMONY:**

1. He only saw Paul once and it was the day of the accident within hours of the injury on June 28, 2011 and Paul gave a history of a chainsaw laceration across the right forearm.

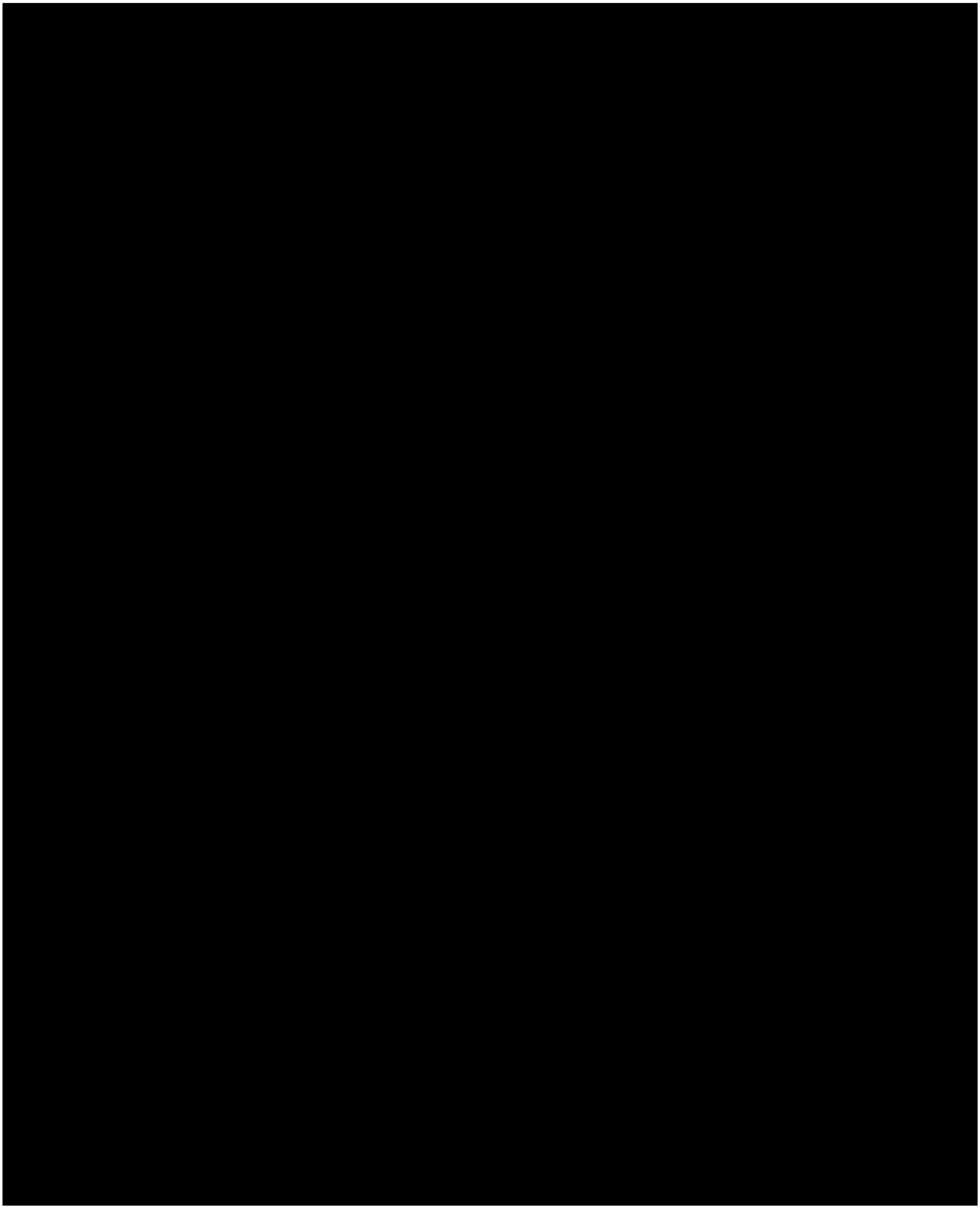
2. The nurse did a triage assessment and he was stable. When he saw Paul, Paul had pain 9 out of 10 and although he had a normal neurological examination, he did have numbness reported in the right fingers, but upon examination he was not able to find any significant abnormalities or compromise neurologically of his right arm or hand.

3. The laceration was 8 centimeters long or 3.5 inches and it went down into the muscle, although he did not measure the depth. He had to stitch 3 interior stitches and 11 exterior stitches. He believes the laceration was more than superficial and it went down into the muscle tissue, but how far into the muscle he doesn't know. It would have gotten into the muscles and possibly - although he doesn't know - into some peripheral nerves but not into the ulnar nerve.

4. He tried to assess initially any type of nerve involvement by doing a neurological examination, but he was not able to discount the fact that there was some nerve involvement that would arise later on or compromise him at some point.

5. On his exam, he did not go into the details of the fingers, numbness or tingling, just did a general neuro exam and found it to be normal. The muscle and tendons were intact, but he did not go into the detail onto how much involvement the laceration had into muscles or tendons.

6. On his exam, he found the wound to be contaminated with dirt and he gave him an anaesthetic, cleaned out the laceration and then stitched it up. It was an irregular and jagged laceration that he had to cut back some skin as well. The sutures were going to be removed 10 days after discharge. He was to return if it got infected, otherwise follow up with his own physician. He was off of work for two days.



# MEMORANDUM

TO: Hans

C: File

FROM: Bob

DATE: October 30, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. SCOTT SAGERMAN**

CASE: PAUL DULBERG

On October 15, 2013, I attended the discovery deposition of Dr. Scott Sagerman regarding his treatment of our client, Paul Dulberg. To review, Paul was injured in a chainsaw accident in which his right forearm was significantly injured and damaged after a chainsaw struck it while helping a friend cut down a tree limb.

FAVORABLE TESTIMONY:

In summary, the doctor was able to tie the forearm pain and symptoms being muscle pain and weakness in gripping and pulling things in his forearm to the accident. It was a deep laceration to his forearm and there was some injury to those muscles and nerves which may have been causing the pain in that area. The surgery to the forearm and treatment of that he felt he could easily relate to the accident.

UNFAVORABLE TESTIMONY:

In contrast to the positive points, the cubital tunnel injuries and subsequent surgeries and treatment that Paul had in his right elbow would be difficult to relate back to the accident and the doctor basically said that it was too far distal from where the chainsaw struck him to have been caused by the accident. Furthermore, any subsequent pain Paul would have had to his left arm would also be a stretch to show that that was somehow related to overcompensate him from the right arm. The doctor did note that it was possible, but I don't know that we can firmly count on his testimony to show that to be a viable claim.

SUMMARY:

On October 15, 2013, I attended the discovery deposition of Dr. Scott Sagerman in Paul Dulberg's case. The doctor identified himself as an orthopedic surgeon with specialties in hand and upper extremities. He did have some recollection of Paul from the numerous treatments of him. This accident occurred on 04/28/11 and the first visit with Dr. Sagerman was on 02/27/12. He does know that he had seen Dr. Sek prior to this as well as Dr. Levin and Dr. Talerico.

The doctor did note that he had seen Paul sometime in the past in 2003 and 2004 when he was diagnosed with cubital tunnel syndrome in his left arm. This is an ulnar nerve condition regarding

compression of the nerve in the elbow. The ulnar nerve is the main nerve behind the elbow in the cubital tunnel area. It extends to the inner side of the hand and provides muscle function to the hand. The symptoms of this syndrome would be numbness and tingling on the inside of the hand, mainly the ring finger and the small finger especially. This is significant as it also notes the same symptoms that Paul had displayed, along with others, in his current treatment with Dr. Sagerman. It is further significant because Dr. Sagerman was not able to tie that cubital tunnel syndrome and symptoms to the chainsaw accident. This earlier treatment in 2003 and 2004 showed the same symptoms and the same type of ailment as he was currently claiming of with his right hand now. The onset of this prior treatment was a motor vehicle accident in March, 2002. The doctor did not have anything else specific regarding that. He noted that the common causes of cubital tunnel syndrome is a compression on the nerve. It may be spontaneous or as a result of injury to the vicinity or it can also be from strenuous activities. As to whether it can be caused simply by repetitive use, he doesn't think so. He noted that these quite type of activities generally cannot create such an ailment. Back then, surgery was done to correct the cubital tunnel and it was successful.

Bring us up to more modern times, in February, 2012, he first came to him for the injury resulting from the chainsaw accident. He didn't really know how it occurred but he does have some history in his medical records. In February, 2009, he did send a letter to Dr. Sek regarding his treatment with Paul which he had on his first visit on February 27, 2012. He noted in that letter that Paul developed symptoms of numbness in the small finger as well as weakness and that he treated it with therapy and had an EMG test and an MRI scan. He noted that he did not have the emergency room notes at that time. Regarding the past medical history, it does note some arthritis as well as cervical disc disease. The doctor did not know much about this but it looked like it was in the neck area. There were various medications that he was on at the time as well and noted that they were for anti-inflammatory, a pain medicine, depression, and for muscle spasms. Regarding his exam on that first appointment of February 27, 2012, the doctor basically read from his notes on that day. He noted there was a large scar on the mid forearm between the elbow and the inner side in the wrist. He noted positive Tinel sign which is conducted by tapping over the nerve area and it will show pain or indicated nerve dysfunction or injury. This is a subjective finding. On the cubital tunnel region on the right side, there was sensitivity there also. Wrist and elbow motion were unrestricted and there were no visible signs of atrophy. He noted that he was able to abduct the small finger which is to pull it sideways from the other fingers. His flexion strength was normal. X-rays showed no fracture. He reviewed the films of the MRI from February 3, 2012 and noticed no abnormalities. The MRI report noted weakness in the ring and small finger. He noted that even though there was nothing abnormal in the images that he was not too exclude the possibility that the nerve was still injured. He noted that just because it's not in the film that there may still be some nerve injuries in and around the point where Paul was complaining. The nerve conduction study was also conducted on August 10, 2011, and there was no evidence of neuropathy. This is a negative finding, however, it does not rule out the possibility of the nerve injury. Same as the MRI report. That being said, it is important to note that simply because these two studies, being the MRI and nerve conduction study, did not show anything abnormal, that does not mean that there is not a nerve injury still present. His impression was that the right forearm was a laceration with probable partial ulnar nerve injury. At the scar area, he noted there was a deep laceration there and there may be ulnar nerve issues. It is possible that the nerve could have been directly damaged. He was showing signs of an ulnar nerve injury and local sensitivity in that area of his forearm. That is further suggestions of such a nerve injury. He then sent him for a follow up for an EMG. This is different from a nerve conduction study in that the nerve conduction study studies and evaluates the velocity of the nerve impulses. An EMG tests the muscle to be indicative of an injury. He wanted the EMG because it

will give a more complete analysis. He felt in his opinion that was warranted. They also brought up surgery at that point as a nerve exploration to expose the area of injury. The EMG was ordered and no work restrictions were put into place. The EMG was done with Dr. Levin on March 13. The next visit with Dr. Sagerman was on 04/02/12.

On 04/02/12, Dr. Sagerman had another appointment with Paul Dulberg in his office. He had the EMG tests which was done by Dr. Levin and it showed no evidence of neuropathy. It also showed that the nerve conduction was within normal limits. At that point, there was no documentation that the nerve was not functioning properly. There was still a positive Tinel sign which is subjective and there is still the abduction of the small finger with a positive Wartenbergs sign. It is noted that he did not wish to pursue surgery at this time but there were some recommendations given for strength exercises and scar management.

The next visit was on 05/14/12 and there were new complaints at this point. Paul was having issues with persistent pain with the use of his arm as well as gripping and squeezing things. There was no change in the symptoms of numbness or tingling in his fingers, but that was not bothersome to him. His function in the arm was limited due to pain symptoms. Upon examination, he found that the Wartenberg sign is still positive and his intrinsic strain is slightly weak. This weakness was of the muscles in the hand that control the fingers. There was also no clawing. This would be an abnormal posturing to the finger due to the muscle issues. This is commonly seen in ulnar nerve injuries. However, there were no signs of clawing in Paul on that date. The discussion was had regarding possible surgery for an ulnar nerve neurolysis. This was more of an exploratory issue to find out what was bothering the nerve and to decompress the nerve. His next visit, he was ordered to follow up with a different doctor, being Dr. Sam Biafora. This was to get a second opinion on his pains and it was suggested by Dr. Sagerman to do this.

The next visit was on 05/17/12 with Dr. Sam Biafora. Dr. Sagerman testified as to what Dr. Biafora had noted in his records which we have. He noted in his records that he was to see Paul for a second opinion after being referred to him by Dr. Sagerman. He noted that Paul sustained a chainsaw injury to his right forearm. He noted that Paul told him that he had a partial nerve injury in the emergency room. On this day he noted weakness in his right hand as well as numbness in his right small and ring fingers at rest with occasional tingling. He also reported a shooting, burning type of pain which radiates proximally and distally from the area of the injury in the proximal forearm. He noted this occurs several times a day at rest and more predictably with use. Upon physical exam, Dr. Biafora noted that there is a positive Tinel at the cubital tunnel through to approximately several centimeters distal to that. There was also transverse swelling and a heeled scar several millimeters in length at the proximal third of the forearm on the ulnar side. He also noted that there is a positive Tinel over the scar and at the most volar radial aspect of the scar. There is also significant tenderness at the scar to deep palpation on its most ulnar and distal border near the ulna. He also noted Tinel over the most volar and radial aspect of the scar radiates into the ulnar digits. He noted there was still positive Wartenbergs signs. He did have good strength and flexation of the small and ring fingers but there is pain at the scar on its most dorsal and ulnar border with resisted DIP flexion of the small finger. His assessment was that he felt there was approximately a 1 year status post the laceration and there was likely a partial ulnar nerve injury with ulnar nerve neuritis. Dr. Sagerman explained this to be that at the site of injury, there was a potential at that location for dysfunction of the ulnar nerve. That would explain some of the symptoms Paul has had and he has been experiencing in the ulnar nerve in his hand as well. Dr. Biafora also recommended surgery and felt that the patient "may benefit from an ulnar nerve exploration with neuroysis". He also noted that he would recommend this also

to include the cubital tunnel decompression with possible anterior transposition. He noted that it will not likely improve the motor deficits in his hand but it may improve the pain that Paul is experiencing in his forearm. He noted that he also had separate and distinct tenderness in the most dorsal ulnar aspect of the wound and it may require exploration of that portion of the scar as well. Paul noted that he wanted some time to think about it before he made a decision and will follow up with Dr. Sagerman in four weeks.

The next visit was with Dr. Sagerman on 06/06/12. He noted that prior Dr. Levin had given him Neurontin to treat the nerve pain that he was having. Dr. Sagerman normally doesn't give that drug and he feels there is problems with side effects and there is a better prescription for him to have. On that date he reported no change in his symptoms despite that medication. However, he is noting some side effects from that medication which may interfere with his functioning. Paul at that time noted he would like to proceed with the surgery that was discussed with Dr. Biafora previously. He also had had additional therapy but it was discontinued due to lack of progress. He went on with the physical examination and noted that the right elbow and forearm was unchanged. There was a positive Tinel sign present at the cubital tunnel without ulnar nerve subluxation. The forearm scar is stable with tenderness and sensitivity to percussion. He indicates he had pain when he was trying to grip things which was localized to the forearm region and resulted in increased numbness in his ring and small fingers as well as weakness in his grip. The surgery was discussed and Paul noted that he feels that any improvement in the symptoms will be beneficial in terms of his arm functioning normal. There was a bit of a discrepancy here between this visit and the last one in which on 05/14 it was noted that physical therapy seems to be getting him some benefit but as of the 06/06 appointment, it is noted that physical therapy is not helpful. The doctor could not explain the difference between the 2 or why that was the case.

Paul then had his surgery on 07/09/12. The doctor noted at that time that prior to the surgery regarding Paul's prognosis, the doctor was very guarded in his prognosis. He didn't really know how much improvement there was going to be as it is hard to predict how much better it is when you don't know the extent of the nerve injury, which is all the more reason why you are going in for the exploration to determine the extent of the surgery.

The surgery was on July 9th. The pre-operative diagnosis was the same and this was an outpatient type surgery. There were 2 things that they were going after in the surgery. No. 1 was the right elbow cubital tunnel issue and release and there was also the pain in the right forearm. Regarding the cubital tunnel release which is done in the right elbow, it did show thickening of the cubital tunnel ligament with scarring of the ulnar nerve to the floor of the cubital tunnel with local constriction. This basically meant a pinched nerve in the elbow area. This was in essence the same type of procedure or injury Paul had suffered back in 2003 and 2004. However, the doctor could not 100% confirm that as he did not have those records. What he found would be consistent with cubital tunnel syndrome and its causes. He did note regarding the surgery to the right forearm that there was a very deep laceration into the muscle which covered the nerves but the muscle fibers were actually in tact. He noted in his report that the site of the previous chainsaw laceration revealed extension to the subcutaneous tissue and fascia overlying the flexor carpi ulnaris muscle. He noted that the nerve was not cut and there was no visible scarring around the ulnar nerve at that level. The findings in this were important for us in that it showed that these were consistent with his complaints. It seemed that from the laceration, what he found would account for Paul's symptoms. He basically went on to discuss the scarring of the muscle and whereas it is maybe difficult to say, he felt the scarring of the muscle may have caused the ailments that Paul was suffering from. He also noted

that as far as the cubital tunnel, that would account for the ailments that Paul was suffering in his ring and pinky finger. These are two separate independent findings at two different sites. In summary as I will go over later, it basically noted that the doctor would tie the injury to the forearm and that weakness and lack of grip to our accident. However, he would not tie the cubital release in his elbow to the accident as he felt it was too distal from where the accident actually occurred.

The next visit was on 07/11/12. There did not seem to be any real issues at that time and the patient was doing well. His function had increased and his symptoms had improved and his strength had increased. He still had some soreness in his elbow and that was normal. As far as restrictions at work, he did not feel that Paul should have any as doing work sitting at a computer.

The next visit was on 07/23/12. At that time, Paul seemed to be doing fine.

He then saw him on 07/30/12 and noted also that he was doing well and his arm feels much better and he has increased function and feels that his symptoms have improved.

The next visit was on 08/27/12. On this, he noted that Paul was doing okay and that his elbow was sore and he was participating in therapy. His progress at this time was satisfactory and his grip strength had increased and his hand function had improved. There were no signs of infection or any other issues. He was told to continue his therapy and come back in about 6 weeks.

His next visit was on 10/22/12 and he noted he was feeling better. His function has improved and he is gaining strength. The sensation in his fingers has improved and he is pleased he can now grasp objects better then he did before the surgery. He still has some difficulty with certain activities regarding gripping and pinching of small objects. He was examined and it was noted that he will continue his home exercises as well as those given by his therapist. He can also advance in his activities is as tolerated. He noted on this time that they discussed work activities and that Paul noted he is currently unemployed and plans to pursue disability. They noted the next visit in 6 weeks.

The next visit was on 12/03/12. On this date, he was in for an evaluation of his right hand and right arm. He noted he still has some weakness and pinch strength and difficulty grasping objects. But he is performing his home exercises. It is at this point that he also notices an onset of left elbow symptoms with no proceeding trauma. After an examination, the doctor's impression was that he had a left lateral epicondylitis. This is a degeneration of the elbow which basically is tennis elbow. Causes are normal wear and tear and are degenerative. The fibers lose their strength and it causes issues. This can be caused by blunt trauma or certain actions can cause it also. As to whether it will be caused by over compensation, that would seem to be a stretch, according to Dr. Sagerman. Most of it was the same and this examination was predominantly on the left arm and again, as stated before, he did not really feel that these injuries would be caused by over compensating from the injury he had to his right arm.

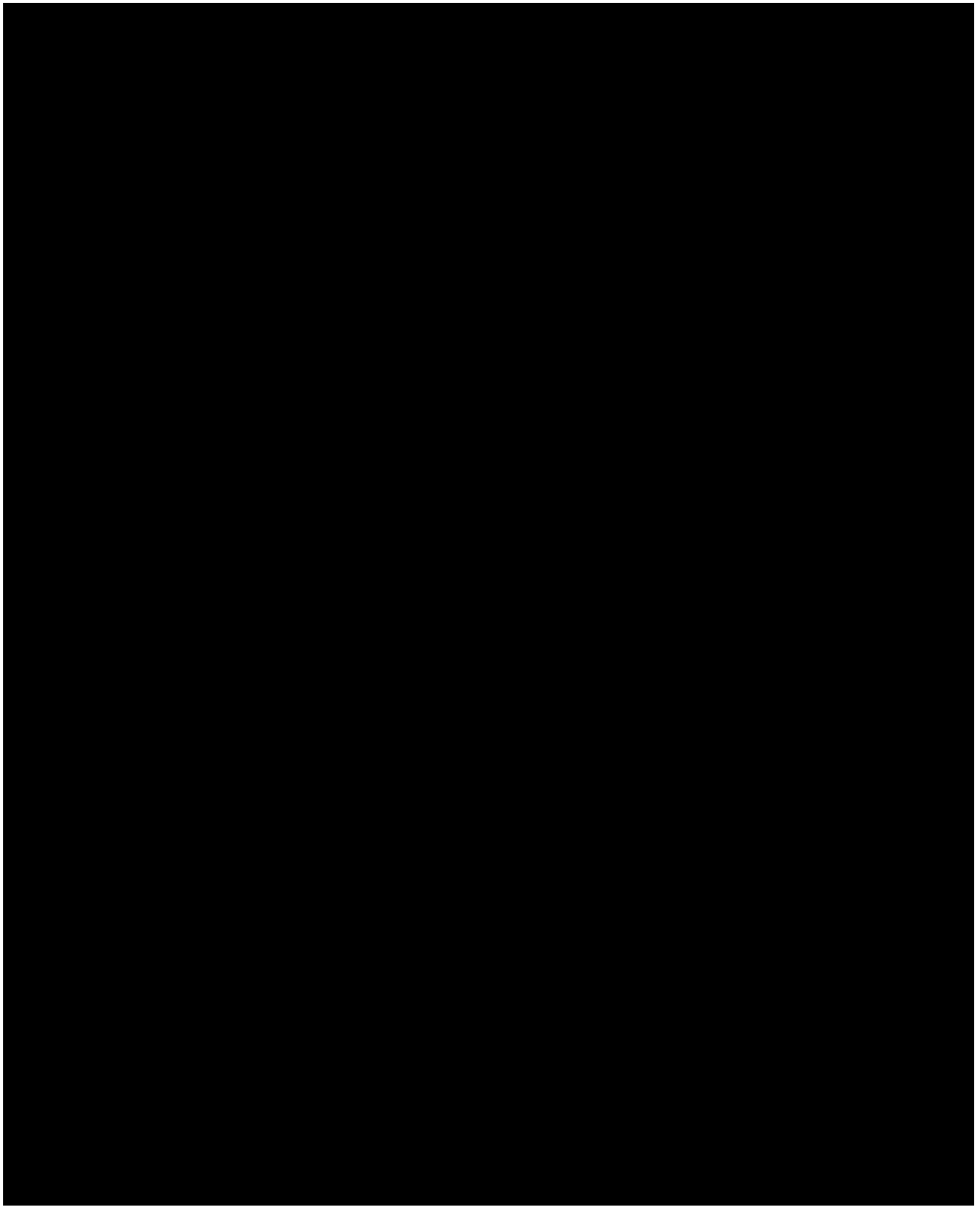
The next visit was on 03/25/13 and all is really noted regarding the right arm on this visit is he did have some intermittent soreness in the right forearm area. Nevertheless, the scar was stable and there was mild sensitivity at the most ulnar aspect of it. At the right forearm scar, a padded elbow sleeve was provided for protection and he may follow up on an as needed basis if symptoms worsen. On that date, it looks like he gave a steroid injection, but was not asked significantly about this during the deposition. Again, this seems to be an unrelated ailment.

The next visit was on 08/26/13. On that visit, he did come in for some slight intermittent pains in his right forearm in the muscle cramping area. He noted that the right forearm scar was stable with no focal tenderness to sensitivity. But he did describe intermittent muscle spasms with discomfort despite the medication. Dr. Kathleen Kajawa suspects possible dystonia. He was then referred out to a neurologist.

Regarding the doctor's opinions of his injuries in relation to the chainsaw accident, he noted that the chainsaw injury was a deep laceration of the right forearm. He felt that the injury to the forearm from the chainsaw was definitely related to our accident. He felt also that the surgery to that forearm was also related to the accident and the pain and symptoms that he was feeling in his right forearm would all be relatable to the chainsaw accident. As for the prognosis of that, he felt Paul should remain stable within a certain degree of certainty, the symptoms should remain unchanged as to what he would expect.

Regarding the cubital tunnel syndrome, he did not feel that that was related to the accident. He felt that the injury to the elbow where the cubital tunnel is located as well as the surgical procedure that they did there was too far from the forearm to relate it to the accident. As to whether the injury to the forearm could be some kind of a by-product of the cubital tunnel, he really didn't think so. He felt that the injury from the chainsaw was too distal to the elbow to effect the elbow in the way that they found. The injury would account for the scarring as well as the lack of grip and weakness that he was having in his forearm. However, the cubital tunnel would account more for the numbness and tingling in his fingers and that he could not attribute the accident.

Regarding any disability, as for the forearm, he would have difficult time pushing, pulling or lifting certain things at times. He would have to accommodate for that impairment in doing those activities. He could do some of those things to the extent that his forearm and the strength would allow him to do that. As to whether he can work at all from the forearm injury, he can work as it is tolerated. The doctor did note as to whether that makes him totally disabled would probably not be the case. Especially with the fact that he works at a computer most of the time. As to whether there is any overlap between the injury to the forearm which is relatable and the cubital tunnel which does not seem to be relatable, the doctor did note that you really have to look at the medical records to evaluate which of the charges could be deemed relatable versus not. They are two distinct and separate surgeries and incidents, but nevertheless, there are probably is some overlap between the two of them and there is treatment for both areas on any number of the doctor visits. As to whether the left elbow pain could anyway be related, the doctor felt it would be quite a stretch to do that but it really would depend on what you are doing with your left elbow. He would not commit. After surgery, as to whether he had full disability, it really depended on his function and his abilities to do whatever it is he was being asked to do. Again, as to whether it is a total disability, the doctor felt it was hard to say. But if it was a computer based job and he would not have to do any strenuous work, such as pulling, pushing, lifting, or whatnot, and if he stuck mostly to the computer-based jobs, he doesn't know if he could say he would be totally disabled.



# MEMORANDUM

TO: Hans

C: File

FROM: Bob

DATE: October 28, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. MARCUS TALERICO**

CASE: PAUL DULBERG

As a brief history to this case, this is the case of Paul Dulberg who was injured when a chainsaw cut his right forearm while assisting at a friend's house. He ended up having some numbness and tingling in his pinky and ring finger in that hand as well as some pain and issues involving gripping or holding on to things, which he claims were from this accident. Prior to Dr. Talerico's appointments with Paul, he did go and see Dr. Karen Levin. She then sent him on to Dr. Talerico and then subsequently to Dr. Sagerman. Dr. Talerico ended up seeing him 2 times in his office, 1 being on December 2, 2011 and another on January 6, 2012. Reportedly, there was also a phone call placed to Dr. Talerico's office on June 21, 2012 in which Paul wished to clarify how the chainsaw was being used to him. This is possibly from Paul seeing his medical records. It is unknown as to why he would call 6 months later to discuss it, but in the records, Dr. Talerico noted that Paul was using the chainsaw. It is possible that Paul called to clarify that in those medical records, but there were no other discussions on that date.

FAVORABLE TESTIMONY:

This was not a deposition that produced a lot of good points for our client. Whereas it is documentation of Paul's complaints that he had to his forearm which will come in significant later with Dr. Sagerman's deposition, which is the doctor Paul saw after Dr. Talerico, Dr. Talerico did not provide us with a lot of good opinions with regards to Paul's injuries. However, he did only see him 2 times and as noted to me prior to the deposition, he did not feel he could give anything else to Paul and thought Paul was somewhat of an odd individual. Whereas I don't have any real facts to back this up, it seemed like he was not interested in treating Paul for his injuries.

UNFAVORABLE TESTIMONY:

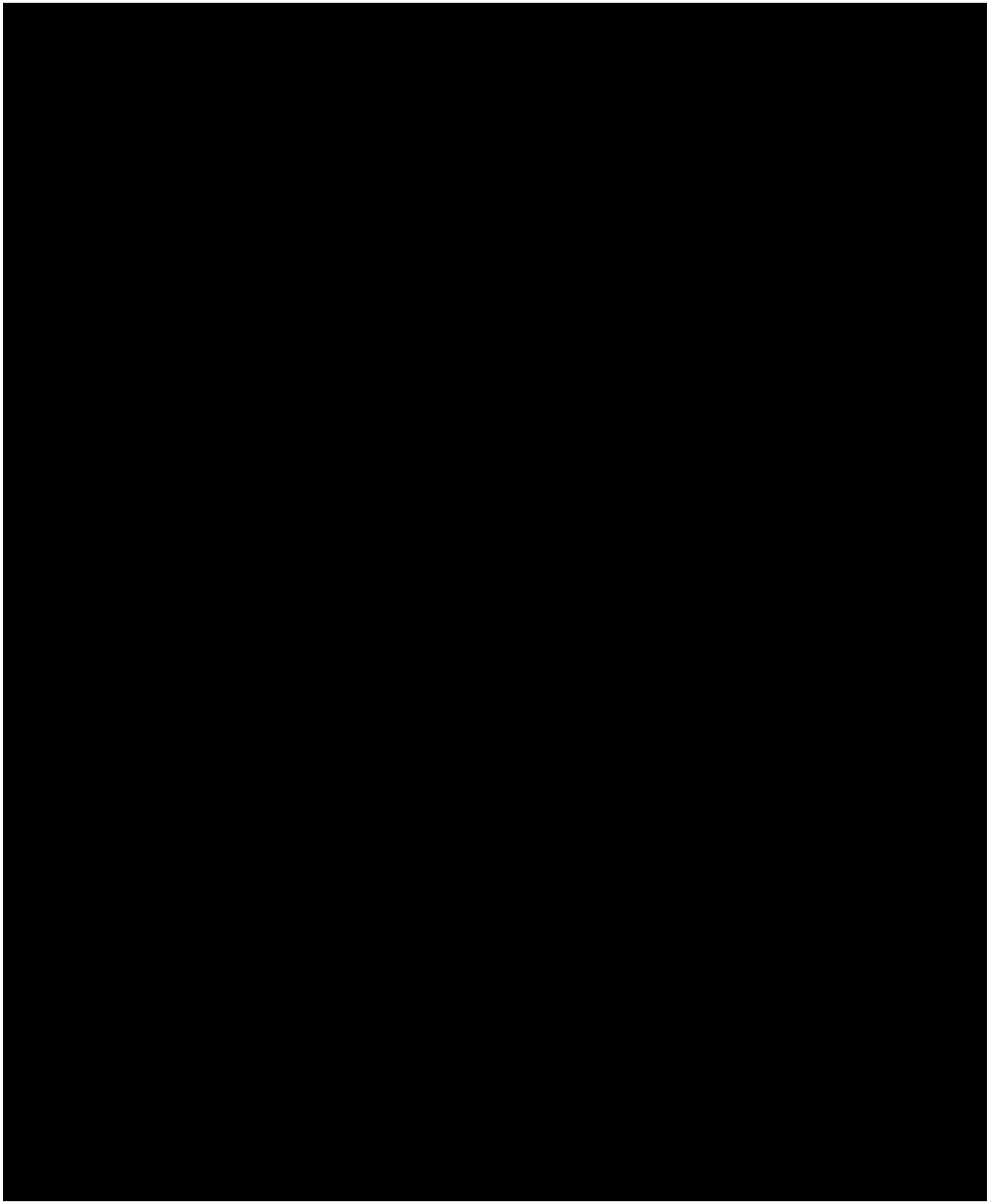
Overall the doctor simply testified as to what was noted in his medical records which doesn't appear to be too promising for Paul. I should note also that after the deposition, I felt it was somewhat alarming to me and borderline unprofessional that the doctor made a comment in front of myself as well as to the defense counsel as to his suspiciousness of Paul's claims. He gave indications that he did not feel there was really anything wrong with Paul. I did advise him prior to the deposition that Dr. Sagerman's deposition had already been taken and that Dr. Sagerman was clear in the injuries to Paul's forearm which would be causing some of the pain and problems that Paul had. Dr. Talerico advised that he was aware of Dr. Sagerman and certainly did not want to discredit him, however, it

was clear that Dr. Talerico was not a fan of Paul Dulberg as a patient and will not serve as a benefit for us in any testimony that he may give about him.

Dr. Talerico identified himself as Dr. Marcus Talerico and he gave us his CV which was put in as Exhibit No. 1 which is up to date and will be attached to this memo. He described that he is an orthopedic surgeon specializing in hand and upper extremities. He had 2 office encounters with Paul after he was sent to him from Dr. Levin. The first visit was on December 2, 2011 and the second was on January 6, 2012. He had no other visits or treatment of Paul Dulberg.

The first visit was on December 2, 2011. In his deposition, the doctor basically read the history as noted in his medical records. Even though Paul was seen in the emergency room, Dr. Talerico did not get the emergency room records. He said that Paul complained mostly of pain radiating from the laceration site in his forearm and mid forearm as well as numbness and tingling in the pinky and ring finger. He also noted to him grip weakness and loss of endurance in the hand. An EMG had been previously done however he did not have that on that date or noted. Paul was not working at the time as it was noted to the doctor that his job as a graphics person caused him pain in using the mouse. He conducted the exam as noted in his medical records. He noted no tenderness to palpation and noted the exam as relatively normal. He felt that his strength was okay and his wrist and grip strength were also okay. The Froment sign which looks for weakness in the hand was also negative. He also did a Wartenberg test which was positive and described it as an objective finding in which the small finger pulls away from the other fingers in the hand. This did show positive with Paul. Any sensation test that he would have given were normal. As for his diagnostics and assessment, he didn't see any nerve or tendon injury to Paul. He prescribed physical therapy. He felt that the pain Paul was feeling was muscular nature at that time. He noted in his medical records that he did not see the EMG that was done and he would like to obtain that report and have Paul come back once he sees that report. He noted that there is no evidence of a complete injury to the ulnar nerve on the physical exam. Again, he thinks its more muscular in origin. He also felt that he may have some "superficial sensory complaints" as well. He felt that there may be some nerve issues but didn't feel it was significant. He asked Paul to come back after some physical therapy was done and once he obtained those reports. Paul ended up going to 1-2 physical therapy sessions and then came back on January 6, 2012

The next visit was on January 6, 2012. Paul reportedly showed no improvement and the physical therapy didn't help. He told the doctor that he had burning in his forearm and he said it was getting worse. But he had no new complaints. He didn't think that the occupational therapy was helping him. Dr. Talerico did get a copy of the EMG and noted that it was normal. As to whether he was asked about any disability paperwork, the doctor didn't remember any conversation regarding that. The doctor did then give an opinion that he did not think that Paul was disabled. He said there were no objective signs to this. He conducted the same exam on him and felt that it was the same results as the prior exam. He felt that he should continue therapy and really didn't have any other help that he could provide to Paul. He did not note any pain above the laceration on this visit being up in the elbow area. He did note that there wasn't anything radiation also from the laceration up or down his arm. He saw no evidence of an ulnar nerve injury. He noted that he had normal wrist flexor muscles as well. He did note that there was the scar on Paul's arm and that there was a laceration in the muscle belly that had healed. He noted that he did not see any abnormality other then Paul's subjective complaints. Lastly, his opinion is that he did not have any objective findings to support or justify Paul's complaints.



# MEMORANDUM

TO: Hans

C: File

FROM: Bob

DATE: October 30, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. SCOTT SAGERMAN**

CASE: PAUL DULBERG

On October 15, 2013, I attended the discovery deposition of Dr. Scott Sagerman regarding his treatment of our client, Paul Dulberg. To review, Paul was injured in a chainsaw accident in which his right forearm was significantly injured and damaged after a chainsaw struck it while helping a friend cut down a tree limb.

FAVORABLE TESTIMONY:

In summary, the doctor was able to tie the forearm pain and symptoms being muscle pain and weakness in gripping and pulling things in his forearm to the accident. It was a deep laceration to his forearm and there was some injury to those muscles and nerves which may have been causing the pain in that area. The surgery to the forearm and treatment of that he felt he could easily relate to the accident.

UNFAVORABLE TESTIMONY:

In contrast to the positive points, the cubital tunnel injuries and subsequent surgeries and treatment that Paul had in his right elbow would be difficult to relate back to the accident and the doctor basically said that it was too far distal from where the chainsaw struck him to have been caused by the accident. Furthermore, any subsequent pain Paul would have had to his left arm would also be a stretch to show that that was somehow related to overcompensate him from the right arm. The doctor did note that it was possible, but I don't know that we can firmly count on his testimony to show that to be a viable claim.

SUMMARY:

On October 15, 2013, I attended the discovery deposition of Dr. Scott Sagerman in Paul Dulberg's case. The doctor identified himself as an orthopedic surgeon with specialties in hand and upper extremities. He did have some recollection of Paul from the numerous treatments of him. This accident occurred on 04/28/11 and the first visit with Dr. Sagerman was on 02/27/12. He does know that he had seen Dr. Sek prior to this as well as Dr. Levin and Dr. Talerico.

The doctor did note that he had seen Paul sometime in the past in 2003 and 2004 when he was diagnosed with cubital tunnel syndrome in his left arm. This is an ulnar nerve condition regarding

compression of the nerve in the elbow. The ulnar nerve is the main nerve behind the elbow in the cubital tunnel area. It extends to the inner side of the hand and provides muscle function to the hand. The symptoms of this syndrome would be numbness and tingling on the inside of the hand, mainly the ring finger and the small finger especially. This is significant as it also notes the same symptoms that Paul had displayed, along with others, in his current treatment with Dr. Sagerman. It is further significant because Dr. Sagerman was not able to tie that cubital tunnel syndrome and symptoms to the chainsaw accident. This earlier treatment in 2003 and 2004 showed the same symptoms and the same type of ailment as he was currently claiming of with his right hand now. The onset of this prior treatment was a motor vehicle accident in March, 2002. The doctor did not have anything else specific regarding that. He noted that the common causes of cubital tunnel syndrome is a compression on the nerve. It may be spontaneous or as a result of injury to the vicinity or it can also be from strenuous activities. As to whether it can be caused simply by repetitive use, he doesn't think so. He noted that these quite type of activities generally cannot create such an ailment. Back then, surgery was done to correct the cubital tunnel and it was successful.

Bring us up to more modern times, in February, 2012, he first came to him for the injury resulting from the chainsaw accident. He didn't really know how it occurred but he does have some history in his medical records. In February, 2009, he did send a letter to Dr. Sek regarding his treatment with Paul which he had on his first visit on February 27, 2012. He noted in that letter that Paul developed symptoms of numbness in the small finger as well as weakness and that he treated it with therapy and had an EMG test and an MRI scan. He noted that he did not have the emergency room notes at that time. Regarding the past medical history, it does note some arthritis as well as cervical disc disease. The doctor did not know much about this but it looked like it was in the neck area. There were various medications that he was on at the time as well and noted that they were for anti-inflammatory, a pain medicine, depression, and for muscle spasms. Regarding his exam on that first appointment of February 27, 2012, the doctor basically read from his notes on that day. He noted there was a large scar on the mid forearm between the elbow and the inner side in the wrist. He noted positive Tinel sign which is conducted by tapping over the nerve area and it will show pain or indicated nerve dysfunction or injury. This is a subjective finding. On the cubital tunnel region on the right side, there was sensitivity there also. Wrist and elbow motion were unrestricted and there were no visible signs of atrophy. He noted that he was able to abduct the small finger which is to pull it sideways from the other fingers. His flexion strength was normal. X-rays showed no fracture. He reviewed the films of the MRI from February 3, 2012 and noticed no abnormalities. The MRI report noted weakness in the ring and small finger. He noted that even though there was nothing abnormal in the images that he was not too exclude the possibility that the nerve was still injured. He noted that just because it's not in the film that there may still be some nerve injuries in and around the point where Paul was complaining. The nerve conduction study was also conducted on August 10, 2011, and there was no evidence of neuropathy. This is a negative finding, however, it does not rule out the possibility of the nerve injury. Same as the MRI report. That being said, it is important to note that simply because these two studies, being the MRI and nerve conduction study, did not show anything abnormal, that does not mean that there is not a nerve injury still present. His impression was that the right forearm was a laceration with probable partial ulnar nerve injury. At the scar area, he noted there was a deep laceration there and there may be ulnar nerve issues. It is possible that the nerve could have been directly damaged. He was showing signs of an ulnar nerve injury and local sensitivity in that area of his forearm. That is further suggestions of such a nerve injury. He then sent him for a follow up for an EMG. This is different from a nerve conduction study in that the nerve conduction study studies and evaluates the velocity of the nerve impulses. An EMG tests the muscle to be indicative of an injury. He wanted the EMG because it

will give a more complete analysis. He felt in his opinion that was warranted. They also brought up surgery at that point as a nerve exploration to expose the area of injury. The EMG was ordered and no work restrictions were put into place. The EMG was done with Dr. Levin on March 13. The next visit with Dr. Sagerman was on 04/02/12.

On 04/02/12, Dr. Sagerman had another appointment with Paul Dulberg in his office. He had the EMG tests which was done by Dr. Levin and it showed no evidence of neuropathy. It also showed that the nerve conduction was within normal limits. At that point, there was no documentation that the nerve was not functioning properly. There was still a positive Tinel sign which is subjective and there is still the abduction of the small finger with a positive Wartenbergs sign. It is noted that he did not wish to pursue surgery at this time but there were some recommendations given for strength exercises and scar management.

The next visit was on 05/14/12 and there were new complaints at this point. Paul was having issues with persistent pain with the use of his arm as well as gripping and squeezing things. There was no change in the symptoms of numbness or tingling in his fingers, but that was not bothersome to him. His function in the arm was limited due to pain symptoms. Upon examination, he found that the Wartenberg sign is still positive and his intrinsic strain is slightly weak. This weakness was of the muscles in the hand that control the fingers. There was also no clawing. This would be an abnormal posturing to the finger due to the muscle issues. This is commonly seen in ulnar nerve injuries. However, there were no signs of clawing in Paul on that date. The discussion was had regarding possible surgery for an ulnar nerve neurolysis. This was more of an exploratory issue to find out what was bothering the nerve and to decompress the nerve. His next visit, he was ordered to follow up with a different doctor, being Dr. Sam Biafora. This was to get a second opinion on his pains and it was suggested by Dr. Sagerman to do this.

The next visit was on 05/17/12 with Dr. Sam Biafora. Dr. Sagerman testified as to what Dr. Biafora had noted in his records which we have. He noted in his records that he was to see Paul for a second opinion after being referred to him by Dr. Sagerman. He noted that Paul sustained a chainsaw injury to his right forearm. He noted that Paul told him that he had a partial nerve injury in the emergency room. On this day he noted weakness in his right hand as well as numbness in his right small and ring fingers at rest with occasional tingling. He also reported a shooting, burning type of pain which radiates proximally and distally from the area of the injury in the proximal forearm. He noted this occurs several times a day at rest and more predictably with use. Upon physical exam, Dr. Biafora noted that there is a positive Tinel at the cubital tunnel through to approximately several centimeters distal to that. There was also transverse swelling and a heeled scar several millimeters in length at the proximal third of the forearm on the ulnar side. He also noted that there is a positive Tinel over the scar and at the most volar radial aspect of the scar. There is also significant tenderness at the scar to deep palpation on its most ulnar and distal border near the ulna. He also noted Tinel over the most volar and radial aspect of the scar radiates into the ulnar digits. He noted there was still positive Wartenbergs signs. He did have good strength and flexation of the small and ring fingers but there is pain at the scar on its most dorsal and ulnar border with resisted DIP flexion of the small finger. His assessment was that he felt there was approximately a 1 year status post the laceration and there was likely a partial ulnar nerve injury with ulnar nerve neuritis. Dr. Sagerman explained this to be that at the site of injury, there was a potential at that location for dysfunction of the ulnar nerve. That would explain some of the symptoms Paul has had and he has been experiencing in the ulnar nerve in his hand as well. Dr. Biafora also recommended surgery and felt that the patient "may benefit from an ulnar nerve exploration with neuroysis". He also noted that he would recommend this also

to include the cubital tunnel decompression with possible anterior transposition. He noted that it will not likely improve the motor deficits in his hand but it may improve the pain that Paul is experiencing in his forearm. He noted that he also had separate and distinct tenderness in the most dorsal ulnar aspect of the wound and it may require exploration of that portion of the scar as well. Paul noted that he wanted some time to think about it before he made a decision and will follow up with Dr. Sagerman in four weeks.

The next visit was with Dr. Sagerman on 06/06/12. He noted that prior Dr. Levin had given him Neurontin to treat the nerve pain that he was having. Dr. Sagerman normally doesn't give that drug and he feels there is problems with side effects and there is a better prescription for him to have. On that date he reported no change in his symptoms despite that medication. However, he is noting some side effects from that medication which may interfere with his functioning. Paul at that time noted he would like to proceed with the surgery that was discussed with Dr. Biafora previously. He also had had additional therapy but it was discontinued due to lack of progress. He went on with the physical examination and noted that the right elbow and forearm was unchanged. There was a positive Tinel sign present at the cubital tunnel without ulnar nerve subluxation. The forearm scar is stable with tenderness and sensitivity to percussion. He indicates he had pain when he was trying to grip things which was localized to the forearm region and resulted in increased numbness in his ring and small fingers as well as weakness in his grip. The surgery was discussed and Paul noted that he feels that any improvement in the symptoms will be beneficial in terms of his arm functioning normal. There was a bit of a discrepancy here between this visit and the last one in which on 05/14 it was noted that physical therapy seems to be getting him some benefit but as of the 06/06 appointment, it is noted that physical therapy is not helpful. The doctor could not explain the difference between the 2 or why that was the case.

Paul then had his surgery on 07/09/12. The doctor noted at that time that prior to the surgery regarding Paul's prognosis, the doctor was very guarded in his prognosis. He didn't really know how much improvement there was going to be as it is hard to predict how much better it is when you don't know the extent of the nerve injury, which is all the more reason why you are going in for the exploration to determine the extent of the surgery.

The surgery was on July 9th. The pre-operative diagnosis was the same and this was an outpatient type surgery. There were 2 things that they were going after in the surgery. No. 1 was the right elbow cubital tunnel issue and release and there was also the pain in the right forearm. Regarding the cubital tunnel release which is done in the right elbow, it did show thickening of the cubital tunnel ligament with scarring of the ulnar nerve to the floor of the cubital tunnel with local constriction. This basically meant a pinched nerve in the elbow area. This was in essence the same type of procedure or injury Paul had suffered back in 2003 and 2004. However, the doctor could not 100% confirm that as he did not have those records. What he found would be consistent with cubital tunnel syndrome and its causes. He did note regarding the surgery to the right forearm that there was a very deep laceration into the muscle which covered the nerves but the muscle fibers were actually in tact. He noted in his report that the site of the previous chainsaw laceration revealed extension to the subcutaneous tissue and fascia overlying the flexor carpi ulnaris muscle. He noted that the nerve was not cut and there was no visible scarring around the ulnar nerve at that level. The findings in this were important for us in that it showed that these were consistent with his complaints. It seemed that from the laceration, what he found would account for Paul's symptoms. He basically went on to discuss the scarring of the muscle and whereas it is maybe difficult to say, he felt the scarring of the muscle may have caused the ailments that Paul was suffering from. He also noted

that as far as the cubital tunnel, that would account for the ailments that Paul was suffering in his ring and pinky finger. These are two separate independent findings at two different sites. In summary as I will go over later, it basically noted that the doctor would tie the injury to the forearm and that weakness and lack of grip to our accident. However, he would not tie the cubital release in his elbow to the accident as he felt it was too distal from where the accident actually occurred.

The next visit was on 07/11/12. There did not seem to be any real issues at that time and the patient was doing well. His function had increased and his symptoms had improved and his strength had increased. He still had some soreness in his elbow and that was normal. As far as restrictions at work, he did not feel that Paul should have any as doing work sitting at a computer.

The next visit was on 07/23/12. At that time, Paul seemed to be doing fine.

He then saw him on 07/30/12 and noted also that he was doing well and his arm feels much better and he has increased function and feels that his symptoms have improved.

The next visit was on 08/27/12. On this, he noted that Paul was doing okay and that his elbow was sore and he was participating in therapy. His progress at this time was satisfactory and his grip strength had increased and his hand function had improved. There were no signs of infection or any other issues. He was told to continue his therapy and come back in about 6 weeks.

His next visit was on 10/22/12 and he noted he was feeling better. His function has improved and he is gaining strength. The sensation in his fingers has improved and he is pleased he can now grasp objects better then he did before the surgery. He still has some difficulty with certain activities regarding gripping and pinching of small objects. He was examined and it was noted that he will continue his home exercises as well as those given by his therapist. He can also advance in his activities is as tolerated. He noted on this time that they discussed work activities and that Paul noted he is currently unemployed and plans to pursue disability. They noted the next visit in 6 weeks.

The next visit was on 12/03/12. On this date, he was in for an evaluation of his right hand and right arm. He noted he still has some weakness and pinch strength and difficulty grasping objects. But he is performing his home exercises. It is at this point that he also notices an onset of left elbow symptoms with no proceeding trauma. After an examination, the doctor's impression was that he had a left lateral epicondylitis. This is a degeneration of the elbow which basically is tennis elbow. Causes are normal wear and tear and are degenerative. The fibers lose their strength and it causes issues. This can be caused by blunt trauma or certain actions can cause it also. As to whether it will be caused by over compensation, that would seem to be a stretch, according to Dr. Sagerman. Most of it was the same and this examination was predominantly on the left arm and again, as stated before, he did not really feel that these injuries would be caused by over compensating from the injury he had to his right arm.

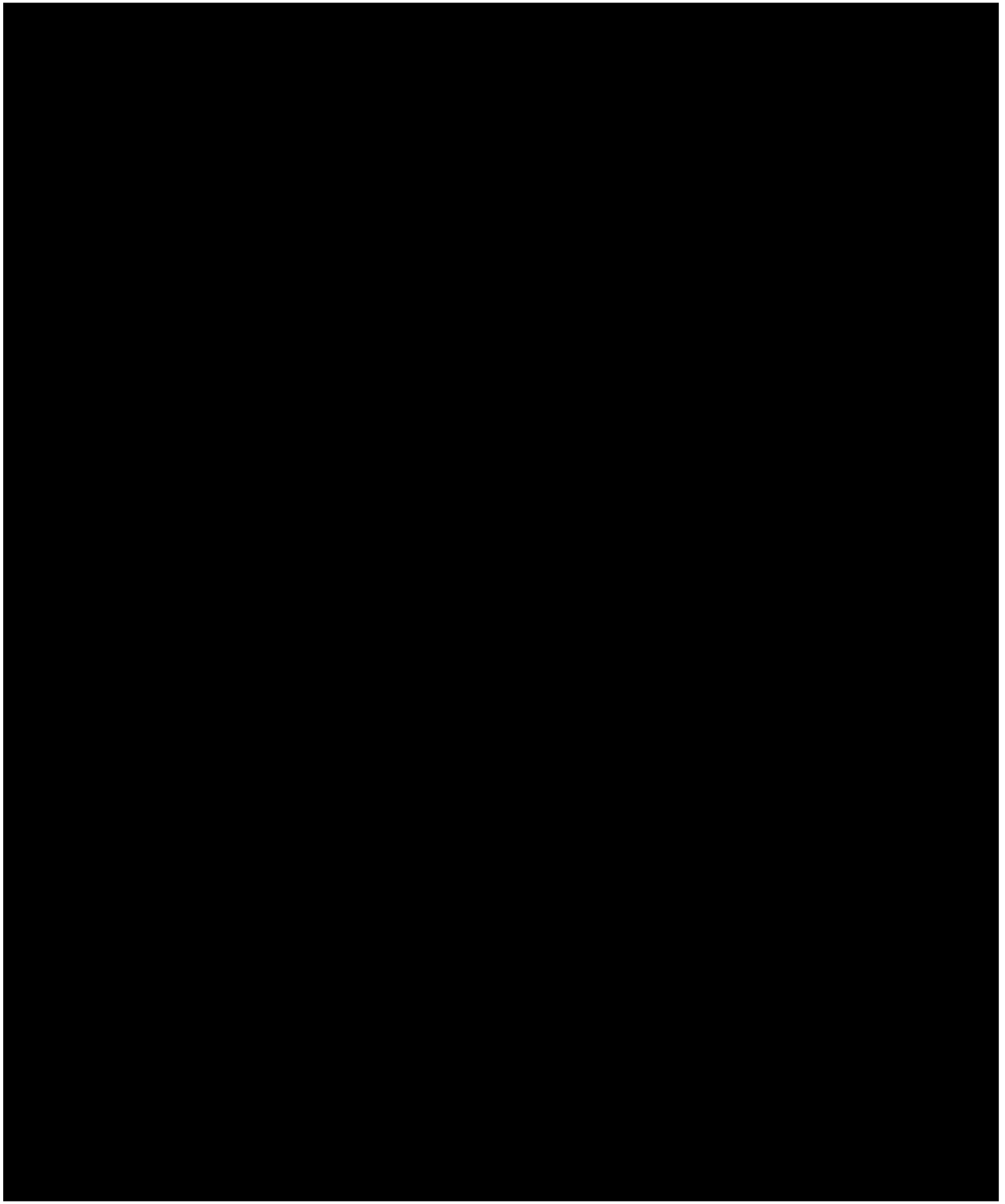
The next visit was on 03/25/13 and all is really noted regarding the right arm on this visit is he did have some intermittent soreness in the right forearm area. Nevertheless, the scar was stable and there was mild sensitivity at the most ulnar aspect of it. At the right forearm scar, a padded elbow sleeve was provided for protection and he may follow up on an as needed basis if symptoms worsen. On that date, it looks like he gave a steroid injection, but was not asked significantly about this during the deposition. Again, this seems to be an unrelated ailment.

The next visit was on 08/26/13. On that visit, he did come in for some slight intermittent pains in his right forearm in the muscle cramping area. He noted that the right forearm scar was stable with no focal tenderness to sensitivity. But he did describe intermittent muscle spasms with discomfort despite the medication. Dr. Kathleen Kajawa suspects possible dystonia. He was then referred out to a neurologist.

Regarding the doctor's opinions of his injuries in relation to the chainsaw accident, he noted that the chainsaw injury was a deep laceration of the right forearm. He felt that the injury to the forearm from the chainsaw was definitely related to our accident. He felt also that the surgery to that forearm was also related to the accident and the pain and symptoms that he was feeling in his right forearm would all be relatable to the chainsaw accident. As for the prognosis of that, he felt Paul should remain stable within a certain degree of certainty, the symptoms should remain unchanged as to what he would expect.

Regarding the cubital tunnel syndrome, he did not feel that that was related to the accident. He felt that the injury to the elbow where the cubital tunnel is located as well as the surgical procedure that they did there was too far from the forearm to relate it to the accident. As to whether the injury to the forearm could be some kind of a by-product of the cubital tunnel, he really didn't think so. He felt that the injury from the chainsaw was too distal to the elbow to effect the elbow in the way that they found. The injury would account for the scarring as well as the lack of grip and weakness that he was having in his forearm. However, the cubital tunnel would account more for the numbness and tingling in his fingers and that he could not attribute the accident.

Regarding any disability, as for the forearm, he would have difficult time pushing, pulling or lifting certain things at times. He would have to accommodate for that impairment in doing those activities. He could do some of those things to the extent that his forearm and the strength would allow him to do that. As to whether he can work at all from the forearm injury, he can work as it is tolerated. The doctor did note as to whether that makes him totally disabled would probably not be the case. Especially with the fact that he works at a computer most of the time. As to whether there is any overlap between the injury to the forearm which is relatable and the cubital tunnel which does not seem to be relatable, the doctor did note that you really have to look at the medical records to evaluate which of the charges could be deemed relatable versus not. They are two distinct and separate surgeries and incidents, but nevertheless, there are probably is some overlap between the two of them and there is treatment for both areas on any number of the doctor visits. As to whether the left elbow pain could anyway be related, the doctor felt it would be quite a stretch to do that but it really would depend on what you are doing with your left elbow. He would not commit. After surgery, as to whether he had full disability, it really depended on his function and his abilities to do whatever it is he was being asked to do. Again, as to whether it is a total disability, the doctor felt it was hard to say. But if it was a computer based job and he would not have to do any strenuous work, such as pulling, pushing, lifting, or whatnot, and if he stuck mostly to the computer-based jobs, he doesn't know if he could say he would be totally disabled.



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STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

10/15

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO. 12LA000178

BL

Dr

Confd

NOTICE OF DISCOVERY DEPOSITION(S)

PLEASE TAKE NOTICE that the undersigned attorney will take the deposition of:

NAME: Dr. Sagerman
DATE: October 15, 2013
TIME: 9:00 AM
PLACE: Hand Surgery Associates
515 W. Algonquin Road, Suite 120
Arlington Heights, IL 60005

upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois Rules of the Supreme Court.

I HEREBY CERTIFY that on 8/30/13 a true and correct copy of the foregoing Notice of Deposition was mailed to:

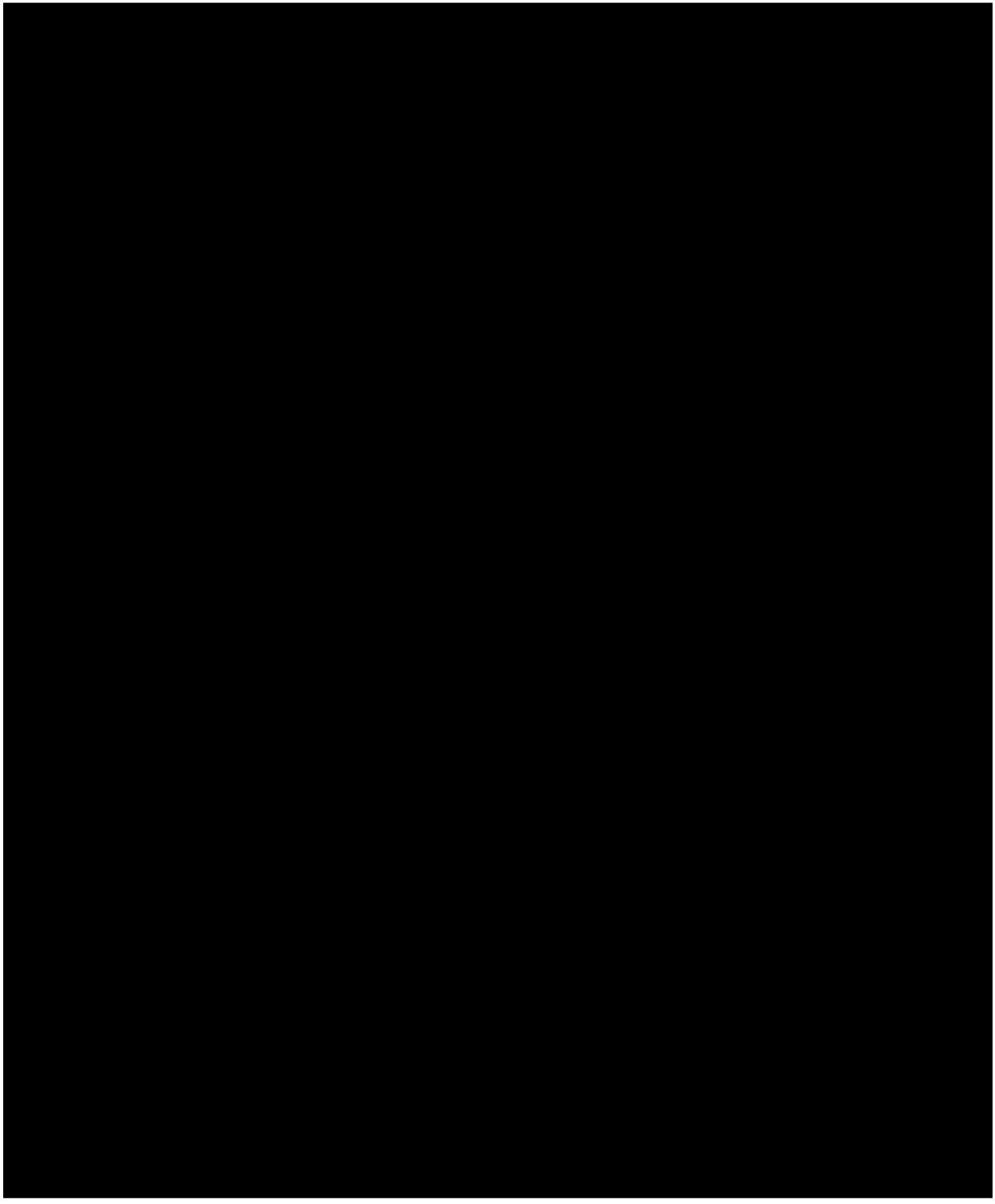
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# Fax

**To:** Allerie / Hans Mast

**Fax:** 815-344-5280 **Date:** 10/14/13

**Phone:** 815-344 3797 **Pages:** (including cover)

**From:** Jane

**Re:** Paul Dolberg

☐ **Urgent** ☐ **For Review** ☐ **As Requested** ☐ **Please Reply / Comment**

• **Comments**

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# MEMORANDUM

TO: File

FROM: Hans

DATE: March 21, 2013

SUBJECT: **DISCOVERY DEPOSITION OF MICHAEL MCACTOR**

CASE: PAUL DULBERG

On March 20, 2013, I appeared for the discovery deposition of Michael McActor before court reporter, Paula Erickson at Urbanski Reporting 312/977-1777. The transcript was ordered.

Michael McActor is a very pleasant individual and talks very fast and has a hard time holding off on answering while the question is being completed. However, he did a good job in his deposition and testified to the following testimony:

**FAVORABLE TESTIMONY:**

1. Paul Dulberg has never suggested that he wants people to lie for him or help him obtain a huge recovery in the case so he never has to work the rest of his life. He has never indicated that nor suggested that.

2. When he and Paul met Dave and visited Dave up at his house in Wisconsin about 4 weeks after the accident it wasn't Paul, but it was Dave who suggested "what I am going to get out of this" when Paul asked for his home insurance information. Dave said that if Paul makes a claim on his insurance and causes his rates to increase he is going to regret that.

**UNFAVORABLE TESTIMONY:**

1. Mike has known Paul almost their entire life. He lives with Paul and has lived with his mother for 7 years and doesn't pay rent. So he obviously has a bias in the case.

2. Mike thought at first that Paul's left arm was hurt and then said that it was the right arm but he was unclear what arm it was. I think he recalled at first being the right arm but later said that it was the left arm.

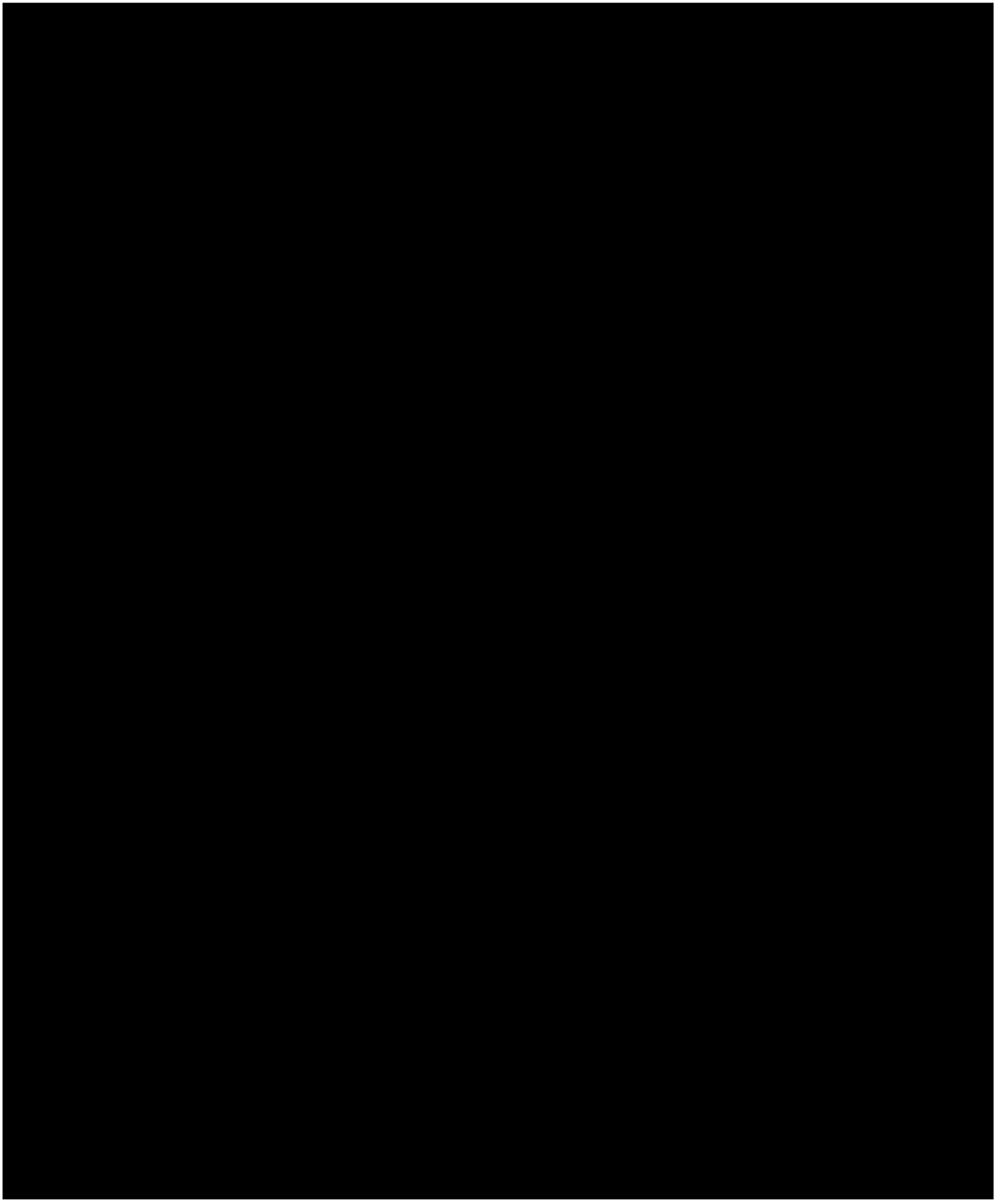
Michael has been unemployed for the past 5 years because he has not found a job. He is in the printing business but has not been able to find any printing work. He has known Paul since they were about 3 years old and they have been friends since about 1980 and have gone to school together for many years. They in fact ran a business together for t-shirts that ended in about 2011. He has known David Gagnon since 1984 and they have been friends since 1986. During that time he has seen Dave maybe 4 times a week at his house. Once Dave got married and moved to Wisconsin he has seen Dave a lot less frequently. He still has a close relationship with Paul and his mother,

Barbara.

His first notice of Paul's chainsaw accident was when Dave's mother, Caroline called him at the house and advised him that Paul had been injured by the chainsaw and is at the hospital but she doesn't know how bad he is hurt yet and did not want to alert of stress out Paul's mother, Barbara. Later that day Caroline called and asked for him to pick up the dog. Apparently, Paul had left their German Shepherd at the house while Paul was working with Dave in the yard. Later that day Paul was dropped off at the house by Dave who was with Paul when they were at the hospital. Apparently, Dave took Paul to the hospital using Paul's truck and then returned Paul home and left the truck and walked home. Paul was under a lot of medication and didn't talk a lot about the accident at that point.

The next day, he spoke to Paul and Paul described that he was holding a branch and Dave came up too high with the chainsaw and cut him in the arm. In the months and years that followed he noticed that Paul lost a lot of motion with his arm and has not been able to do any of the activities that he did on a daily basis before the accident, including use of his arm with heavy lifting and physical activity. They use to do a lot of camping and now all Paul can do is sit in a chair by the camp site and cannot do any activities during the camping trips. They use to do a lot of gardening and Paul cannot do the gardening as he use to either.

He saw Dave once since the accident about 6 months later when Dave stopped by Paul's house for about 15 mins. Dave did not want to talk about Paul's accident but just wanted to talk about himself and his remodeling or rebuilding of cars. Dave suggested that Paul was "fine" and that he is not injured as bad as Paul thinks. Paul owns a chainsaw and before the accident Paul would use the chainsaw from time to time, but he though Paul always used it in a safe manner.



# MEMORANDUM

TO: File

FROM: Hans

DATE: March 25, 2013

SUBJECT: **DISCOVERY DEPOSITION OF WILLIAM MCGUIRE**

CASE: PAUL DULBERG

On March 20, 2013, I took the discovery deposition of Bill McGuire before court reporter, Paula Erickson at Urbanski Reporting 312/977-1777. The transcript was ordered by defense counsel, we ordered a copy.

Bill McGuire is a very pleasant individual and will probably come across as a credible witness although he doesn't know a whole lot. He testified similar to his wife, Caroline to the following favorable and unfavorable points.

**FAVORABLE TESTIMONY:**

1. Prior to the accident he felt Paul was a credible and honest person and he had known him a long time because Paul was friends with his stepson, Dave.

2. Since the accident he has never known Paul to ask anyone to tell a lie or to fabercate any testimony.

**UNFAVORABLE TESTIMONY:**

1. He is not happy with Paul because he thinks Paul has filed suit against him for no reason and apparently according to his stepson, Dave Paul is not telling the truth about what happened although he doesn't know personally because he was not a witness.

Bill McGuire lives with his wife Caroline at 1016 W. Elder Avenue in McHenry. They have been married since 1991. He has no children, but Caroline has 3 including Dave Gagnon. He has known Dave Gagnon since 1984 when he first met his mother, Caroline at a marina. Bill has been retired since 2006 when he was a carpenter and hurt his back and could not return to work.

Bill has no experience using chainsaws. He has never used one in his life. Early 2011 he purchased a new chainsaw from Menards because he was thinking he might have to use one because of the storm maybe blowing trees or limbs down in his backyard. He also was going to have it available for anybody including his son, Dave who might need to use it.

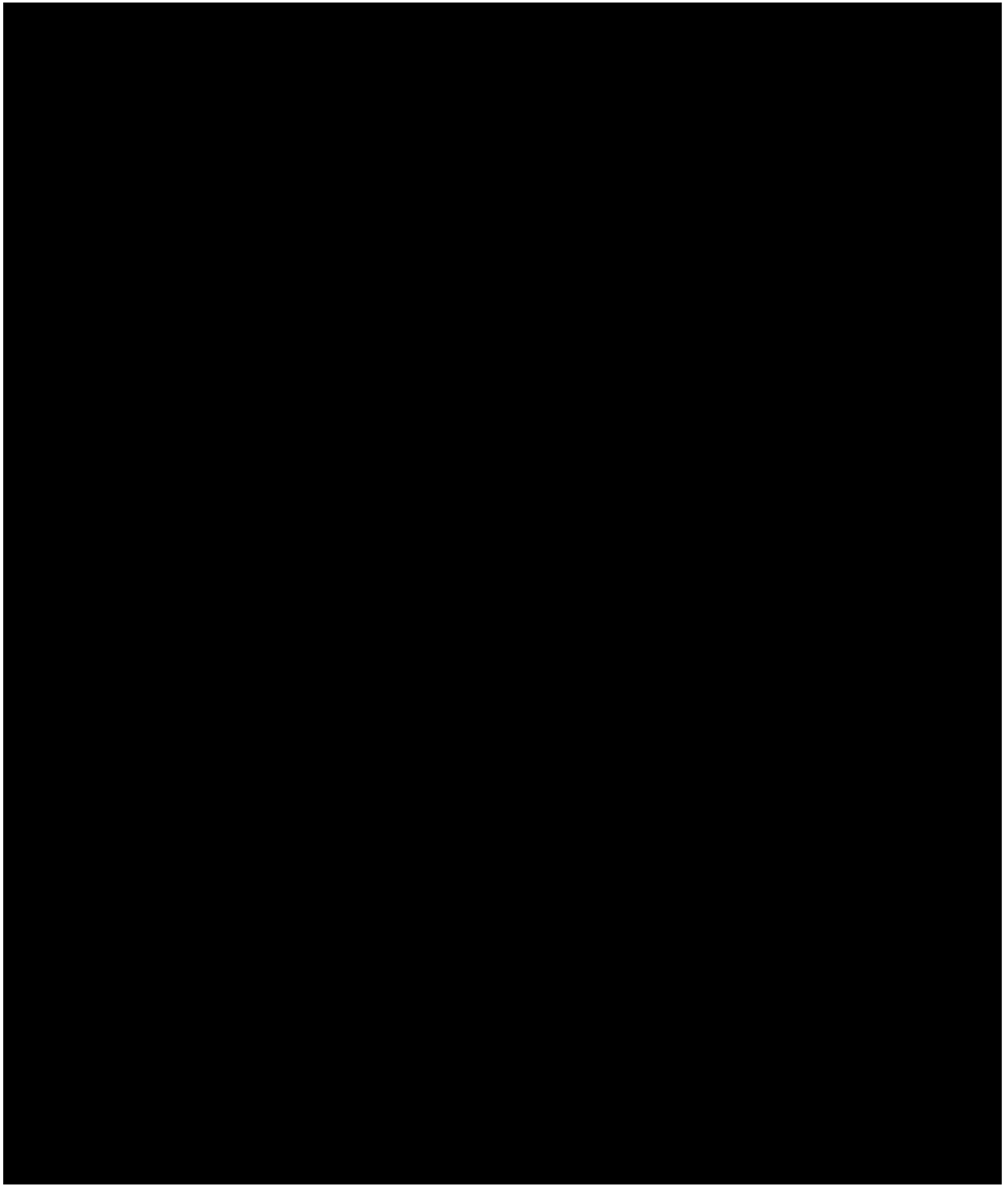
The only time that he is aware of that the chainsaw was ever used was maybe in May 2011 when Dave had to cut an apple tree down in their yard. He believes Paul even used the chainsaw to cut the stump down a little bit further. After Paul's accident in June 2011, he only spoke to Paul once and that was at a supermarket when he saw him months after the accident and they said hi to each other. He doesn't know Paul's version of the accident. At first he called Paul a fibber because he filed suit against him but he realizes that maybe Paul isn't fibbing because he doesn't really know who is telling the truth or how the accident occurred. Paul never told him how the accident occurred in his words.

To his knowledge, Dave has used the chainsaw on a couple occasions on his property, one to cut the apple tree down a month before the accident and another time a day before Paul's accident to cut the branches from the evergreens. He explained that on June 28, 2011, he was in the house watching tv and he realized that Paul had arrived at some point because Paul was in the backyard helping Dave with the evergreens. He doesn't know when Paul first got there or how long he was there but apparently Dave started cutting the branches down the day before. Paul was there on this day to help Dave with the branches. He never saw them doing the work and therefore, he doesn't know who was doing what or when or how.

All of the sudden he heard a commotion in the backyard and saw that Paul and Dave were running to get in the car to get to the hospital. He realized that Paul was hurt. He was very unclear about when they arrived back from the hospital or if Paul arrived with Dave or whether Dave arrived back from the hospital alone.

But it wasn't until the next day that he spoke to Dave that Dave told him that Paul somehow caused the accident. He didn't specify what Paul did to cause the injury but just blamed it all on Paul and said Paul did something wrong. He never clarified what he meant by that.

One other time he spoke to Paul after the accident was maybe a week after the accident when Paul came over for about 2 mins and basically said that everything was fine. He didn't suggest that he was hurting anymore.



# MEMORANDUM

TO: File

FROM: Hans

DATE: March 21, 2013

SUBJECT: **DISCOVERY DEPOSITION OF CAROLINE MCGUIRE**

CASE: PAUL DULBERG

On March 20, 2013, I took the discovery deposition of Caroline McGuire before court reporter, Paula Erickson at Urbanski Reporting 312/977-1777. The transcript was ordered by defense counsel, we ordered a copy.

Caroline McGuire is a real talkative person and has difficulty waiting for the questions to finish before she gives an answer. However, she is very pleasant and would probably come across credible. The following favorable and unfavorable testimony was given.

**FAVORABLE TESTIMONY:**

1. She has always known Paul to be credible, honest and has never heard anything from Paul's mouth that he was trying to get people to lie or to say things to allow him to make a recovery so that he will never have to work again.

2. Neither she nor her husband, William are able to use a chainsaw and therefore, they purchased the chainsaw that Dave was using at the time of Paul's accident earlier in the year for Dave to use to cut trees on their property.

**UNFAVORABLE TESTIMONY:**

1. Dave is experienced for many years using a chainsaw and she has always seen Dave use a chainsaw in a careful and proper manner.

2. She was never outside while Dave and Paul were on the day of the accident and therefore, she doesn't know who was doing what with regard to the cutting up of the branches behind their house. She delivered water to them once, but does not recall who was doing what or what type of work they were performing other than cutting up the branches. She thinks Dave was using the chainsaw.

Caroline McGuire is married to husband, William and they have been married for 20 years. She was previously married to Alan Gagnon, but he died 16 years ago, they were divorced before he died. William is now her son and two daughter's step-father. William is disabled but he use to work as

a carpenter before he retired. Caroline is retired too, but she use to work in a factor job before she retired. She is 66 years old.

About 4 years or so, Dave married his wife Pam and they moved up to Genoa City, WI to live. They have lived up there for the past 12 years. Dave is involved in autobody work at their house.

On the day of the accident, June 28, 2011, they had 2 evergreens in their backyard that they wanted cut down. Dave had some experience using a chainsaw, so they asked Dave to cut the limbs from the tree from the bottom up from about 15 to 20 feet. They were then going to hire a tree contractor to cut the tree trunks down later because they were so tall and large.

Before Paul's accident, Dave had been to their property to cut trees down on 3 separate occasions. One was in early May 2011, when they had a big tree in front of their property that was cut down by a tree service and then Dave and Paul used a chainsaw to cut up the sections that were left for Paul to use as firewood in his house. She was very complimentary of Paul, thought him to be a nice boy and they had known him for years and years and always thought him to be a credible, honest person.

Later, around June 2011, Dave was asked to cut an apple tree down in their backyard and he did that alone. The apple tree was about 20 feet tall, maybe 6-8 inches wide.

The third time Dave did tree work at their property was just prior to Paul's chainsaw accident on June 28, 2011. Dave started the work one day earlier by himself. He was cutting the bottom section of branches on two evergreens in their backyard. Paul came the next day to help Dave cut up the branches. She doesn't know what Paul was doing or who was doing what type of work, but she heard later that Paul was holding the branch and Dave cut him with the chainsaw. Dave had a different recollection. Dave told her that Paul was holding the branch and Paul moved his arm up from a different position and Dave did not know that and Dave cut him with the chainsaw.

At the time of Paul's accident on their property in June 2011, she was inside cleaning up and doing household chores while her husband, William was watching tv. She had only gone out twice that day. One to give water to Paul and Dave and the other time to play with Paul's dog in the backyard for a few minutes. She never saw the course of their work or what they were doing that day.

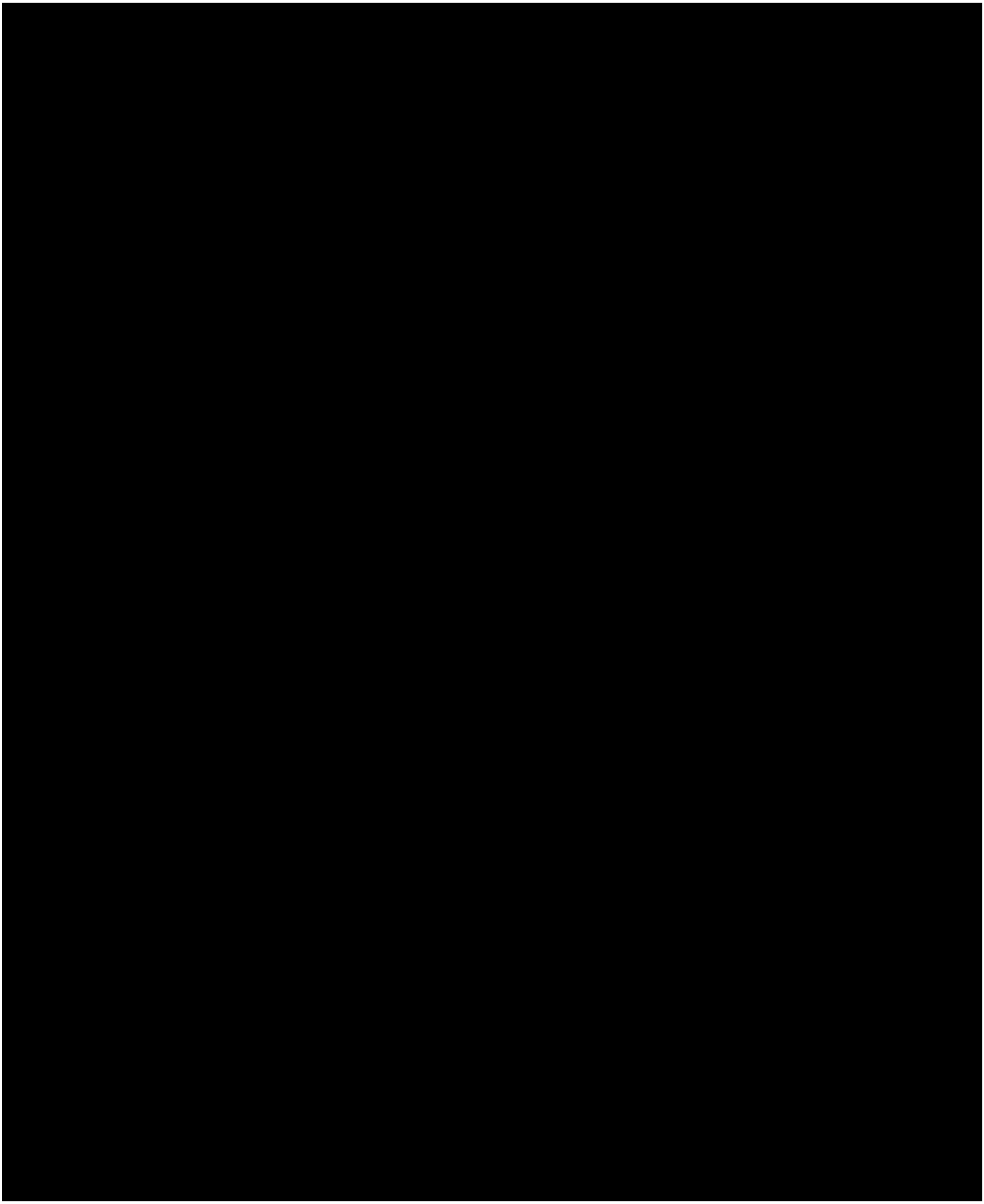
All of the sudden Paul rushed into the house with Dave and said that he was cut by the chainsaw. She wrapped his right arm with a towel and then Dave took Paul in Paul's truck to the hospital - NIMC. A couple hours later Paul and Dave returned and Paul said that he needed to get a prescription filled for pain medication. She offered Paul $50 to get the pain medication filled because he had no money.

The day of Paul's accident, she never spoke to Paul or Dave about the specifics of the accident. She thinks the next time she spoke to Dave a couple days later Dave spoke a little bit more specifically about what had happened and told her that Paul was holding a branch and was moving his arm up to reposition it and he did not know that and cut Paul's arm.

She saw Paul a few times after the accident maybe 3 times. The first time was within a week when she visited Paul's house to see how he was doing. He said that he was ok but it hurts. Two weeks later she called Paul on the phone and Paul said that he was doing ok. The last time she spoke to Paul after the accident was in September 2011 when Paul went to her house to drop off a tiller that

was owned by Dave. The tiller weighs about 200 lbs and she explained that Paul picked it up with his two arms from a trailer and put it on the ground and wheeled it into the garage all by himself. Without help.

S:\Main\DULBERG, PAUL\Memos\Memo re DEP of Caroline McGuire 3-21-13.wpd



# MEMORANDUM

TO: File

FROM: Hans

DATE: February 6, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DEFENDANT, DAVID GAGNON**

CASE: PAUL DULBERG

On February 4, 2013, I appeared for the discovery deposition of Defendant, David Gagnon taken before court reporter, Margaret Maggie Orton at Urbanski Reporting, 312/977-1777. The transcript was not ordered at the time, but we will call and have it ordered soon.

David Gagnon is kind of an unusual fellow. He is a very free spirit and talkative to the extent that he has difficulty remaining on point and many times his answers will flow into new issues and topics without much hesitation. He does come across somewhat likeable, however, but is an unusual sort and may come across at trial as somewhat defensive in his testimony. He testified to the following favorable and unfavorable points:

FAVORABLE TESTIMONY:

1. He agrees that as he was attempting to move forward with the chainsaw towards the limb to cut it, he struck Paul's right forearm causing him injury.

2. He admits that Paul was holding the branch with his left arm and reaching to hold the branch with his right arm when Paul's arm was struck by the chainsaw.

3. Paul had no pre-accident history of any problems with his right forearm.

4. He has not really been in contact with Paul much since the accident and doesn't know the nature and extent of his injury other than he does know that Paul has had some difficulty with his right arm since the accident.

UNFAVORABLE TESTIMONY:

1. He has spoke to Paul on several occasions after the accident during which Paul has indicated that "he might not have to work anymore" and "this lawsuit might be a great event in his life" and that he would share $10,000 if he ends up settling for $100,000 with David Gagnon - although Dave admits that Paul never conditioned Dave's testimony on any recovery or payment.

2. He believes Paul was reaching for the branch so that he could hold on to the lower end of the branch and keep it steady while Dave was cutting the limbs from the branch. However, Paul never grabbed onto the branch with his right before and this was something unknown to him

and he did not realize Paul was going to do this until just before Paul was cut with the chainsaw.

David Gagnon lives with his wife, Pamela at 39010 90th Place, Genoa, WI 53128. They have been married since 2008. Both he and Pam are longtime friends of Paul Dulberg. He has known Paul his whole life practically.

He explained that there were three particular conversations he had with Paul since Paul's accident in which Paul commented in a very questionable nature on the accident and how that might help him financially:

1. First, on the day of the accident after they left the hospital together and before they left the parking lot, Paul indicated to him that "we could make a lot of money at this."

2. For months after the accident, he was at Paul's house visiting along with Paul's roommate, Michael Mcartor when Paul mentioned that "this could be the best thing that happened to me because he will not have to work the rest of his life." This is the only visit he had at Paul's house since the accident.

3. Paul visited David at his home in 2012 after the suit was filed and Paul told him that "he would share $10,000 of any money he gets if gets at least $100,000 if it goes well for him." Dave responded that "what do you want me to say, that he was weelding the chainsaw and was negligent." Dave then said that he would not do that. Paul said "that would make it easier."

These three conversations are the only conversations he has had with Paul since the accident in any substantial sense and although he is not sure what Paul meant or implied with these statements, he felt that he was wanting Dave to say things favorable to his case to help him settle the case. Dave refused. However, Dave agreed that Paul never conditioned Dave's testimony on anything Dave said, although he did say it would "make it easier."

Dave graduated from high school in Johnsburg in 1985. Since then he started some college courses but never finished a college degree, but instead has been working most of his life since high school self-employed doing auto repair and body work. He does it at his home.

As for his use for chainsaws, he began using them probably around 1985, mostly on camping trips to cut up wood. In 2000 to 2004, he owned two different chainsaws but only one worked. He would use it from time to time to cut things in the yard. In 2004, he maybe used the chainsaw about 15 times until Paul's accident in June 2011. Most were on camping trips. Other than on camping trips, he would have used his friend, Mike's chainsaw on one occasion, another time was on a camping trip, another time would have been on his own property using a friend's chainsaw and the last time was just before the accident at his parent's house helping to cut up some wood. He recalls earlier in 2011, his parent's bought a brand new chainsaw and they were going to use it to cut down some wood in the backyard. He is not sure who they intended to use the chainsaw until he was asked two days before beginning work at his parent's house in June 2011, if he would help cut a couple pine trees down.

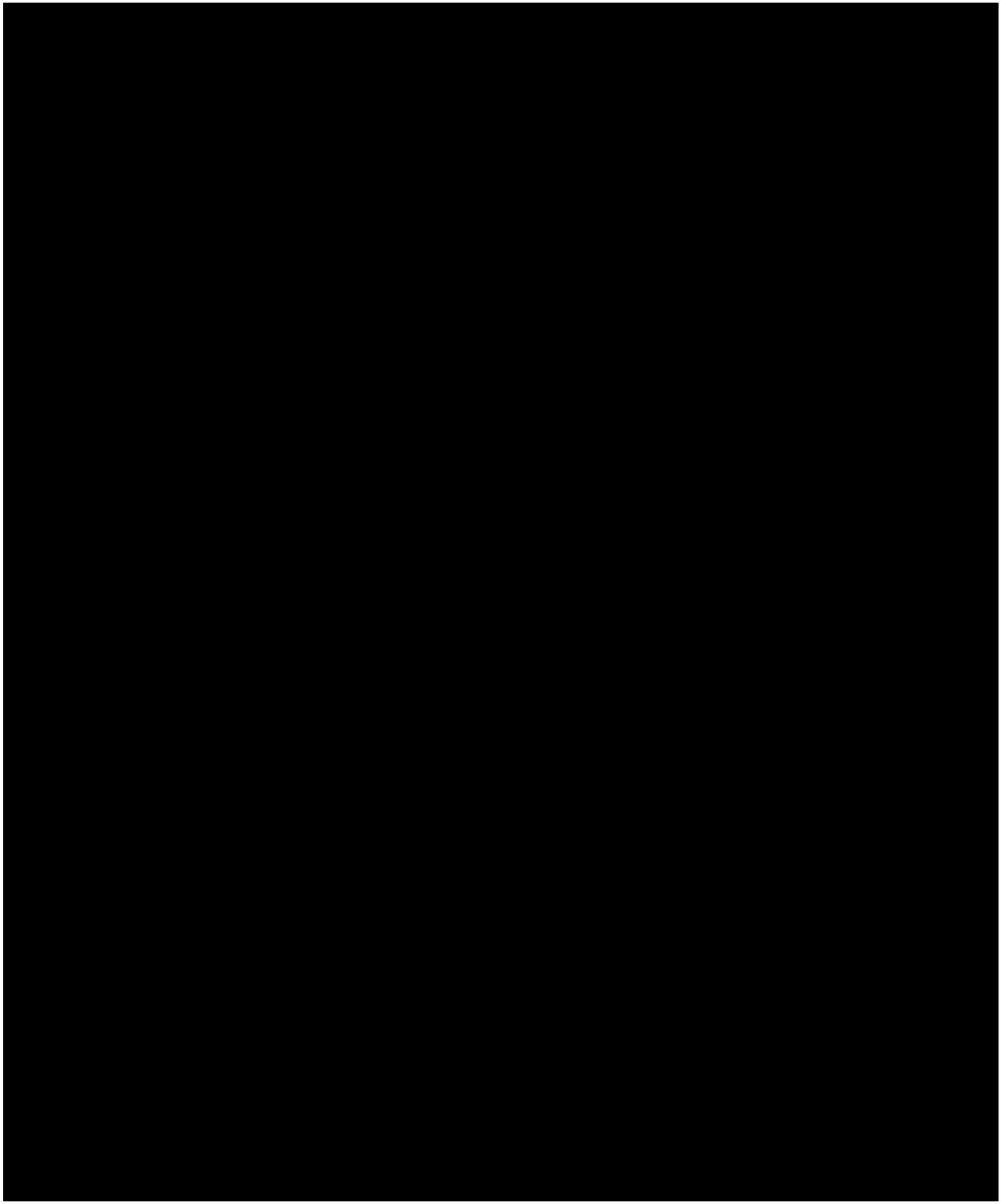
His parents are Carolyn and William McGuire. Carolyn is his natural mother, William is his step-father. His natural father died in 1996. His mother has been living at the same house since 1971. The address is 1016 W. Elder, McHenry, IL. It is on a one-third acre and it's a ranch house. There are only about 10 trees on the property. Before Paul's accident there were 13. Two of them were pine trees. He recalls a couple days before Paul's accident he spoke with his mother and father about removing a couple pine trees so that they can install a new shed. The older shed had come down because it was old. The parents agreed to pay him $15 an hour for the work. Two days later he began the work on his own at his parent's property. He cut down several limbs from the two pine trees. The next day he went over to Paul's house in the morning to see if Paul wanted to help him for getting paid about $15 an hour as well. They never talked about money but that was what he was implying, Paul would get paid as much as he is getting paid from his parents. He did not intend Paul to ever use the chainsaw on the day of the accident. He is not real sure what he expected Paul to do to help him other than to help stack the wood and clean up the tree debrie. They never really discussed what Paul's work would do but Dave always planned on being the only one to use the chainsaw.

The two pine trees were in the backyard and they were about 50 feet tall a piece. They had a lot of branches on them. There were many limbs coming out from the base of the pine tree. It was over 25 years old. The process of cutting up the trees were as follows:

> They would take a large limb maybe 4 to 5 feet tall and Paul would hold it in front of him vertically with his left hand out from his body and his right hand on his side. Dave would then begin 18" below Paul's left hand and start cutting on the sides of the branch all of the limbs off of the branch. The limbs were coming off horizontally from the vertical branch. He would cut off all of the horizontal limbs beginning 18" below Paul's hand. He did say that Paul is the one that chose to hold up the limbs or branches, it was not his decision. His decision was to use the two sawhorses and lay the branches over the sawhorses so that he could cut them down. (But that would be a lot more difficult because you would have to keep on picking up pieces as you cut the tree limbs from the sawhorses). Anyway, for about 25 to 30 different branches, Paul would hold them up with his left hand in front of him vertically and Dave would cut the limbs off of these branches. On the last one, Dave described that he cut about 4 limbs off the vertical branch Paul was holding and on the fourth one as he went down to cut the branch the branch bent a bit and gave way and he could not cut the limb cleanly, so he went down to cut the limb again at the same time as Paul was using his right arm and bringing it around to hold on to the branch to keep it steady. As Dave was going in with the chainsaw to cut this fourth limb from the branch the chainsaw struck Paul's right forearm. Immediately, they knew that he had to be taken to the hospital. Paul said let's go. Dave got in Paul's car and drove Paul to the hospital and they went in and got treated. Dave implied that it was not "a deep cut." But he has no medical expertise. Then when they got out of the hospital Paul said what Dave described earlier in this memo about "Paul saying that he could make a lot of money at this." He didn't really keep in touch with Paul much since the accident. Once suit was filed he became very angry at Paul because of some of the things that Paul was saying about "financially benefitting" from the claim.

As to his parents, his said that parents had no expertise in using a chainsaw and were not outside when the accident occurred. His parents were not directing on how he was to do the work, but he was to do the work on his own and in his own way. When I asked him questions about him directing Paul's work he said that he never directed Paul to do anything and that they had worked together on

other days and he just thought that they were working together and would work on their own to get the work done.



# MEMORANDUM

TO: File

FROM: Hans

DATE: February 6, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DEFENDANT, DAVID GAGNON**

CASE: PAUL DULBERG

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other days and he just thought that they were working together and would work on their own to get the work done.

# MEMORANDUM

TO: File

FROM: Hans

DATE: January 16, 2013

SUBJECT: **PAUL DULBERG**

On January 15, 2013, I met with Paul to prepare him for his upcoming deposition this Thursday. Unfortunately, although Paul is a cooperative witness he is very talkative and just can't seem to disengage himself from conversation. Despite about an hour and a half of preparation I could not get him to stop talking and get him to simply respond to the questions asked instead of explaining his version of the accident. I told Paul that I think we need one more time to prepare for his deposition so that we were going to continue his deposition for a later date and then get him back in her for another prep. He agreed.

In the way of testimony, Paul is essentially going to say that on the day of his accident he was called by the defendant, Gagnon to his parent's house to pickup wood that he was cutting from trees on their property. Paul arrived thinking that he was only going to haul away some wood but after about an hour or two there, Dave asked him if he wanted to hold some branches for him while he cut some of the limbs down from the tree. He was holding some branches for about a half hour when suddenly Dave starting walking towards him from about 15 feet away. Dave had the saw down by his right side and was walking towards him and when he got about 3 feet away while Paul was holding on to the end of the tree limb Dave raised the saw up in the air and took a swipe by his arm and struck him injuring him. At the time of the accident Paul was unemployed but had been hired and was ready to begin work about a week later. He never could go to that job and instead has not been working since and has applied for social security disability.

S:\Main\DULBERG, PAUL\Memos\Memo re mtg and prep with client 1-16-13.wpd

# MEMORANDUM

TO: Alarie

C: Hans

DATE: August 1, 2012

SUBJECT: **PAUL DULBERG**

Alarie,

Please advise whether David Gagnon has been served?

Thanks,

Hans

He was served with MDS
- Alarie

S:\Main\DULBERG, PAUL\Memos\Memo to Alarie 8-1-12.wpd

# MEMORANDUM

TO: Alarie

C: Hans

DATE: August 1, 2012

SUBJECT: **PAUL DULBERG**

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Thanks,

Hans

S:\Main\DULBERG, PAUL\Memos\Memo to Alarie 8-1-12.wpd

# MEMORANDUM

TO: File

FROM: Hans

DATE: July 24, 2012

SUBJECT: **PAUL DULBERG**

On July 20, 2012, I met with his Paul and his mother, Barbara to prepare answers to interrogatories. We answered the interrogatories with assistance of Paul and he signed.

S:\Main\DULBERG, PAUL\Memos\Memo re mtg with client 7-24-12.wpd

# MEMORANDUM

TO: Alarie

C: File

FROM: Hans

DATE: June 25, 2012

SUBJECT: **PAUL DULBERG**

Alarie,

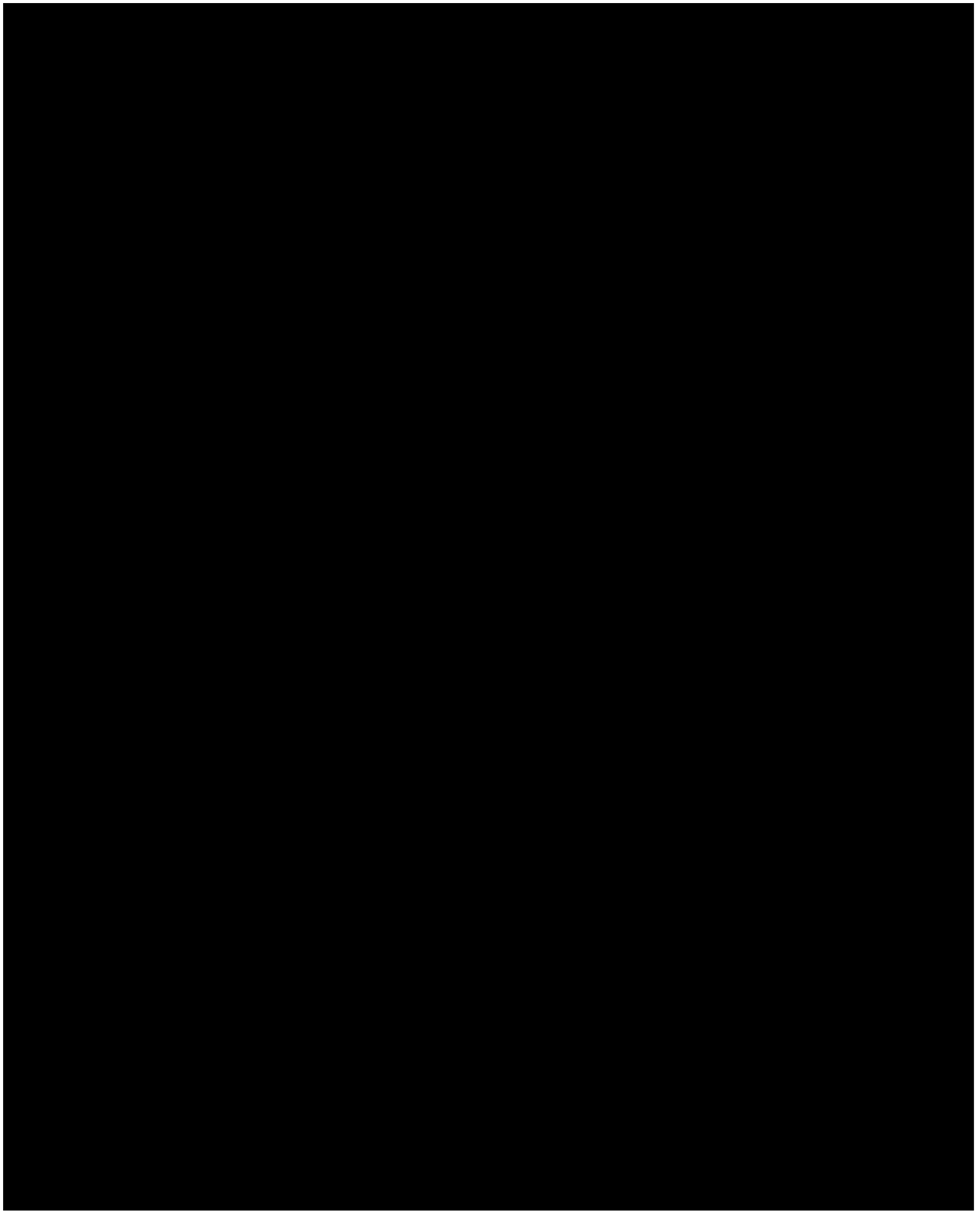
I spoke to Colleen at Dynamic Hand Therapy located at 498 S. Route 12, Suite C, Fox Lake, IL 60020, phone 815/399-1975. About a month ago she faxed us an itemized statement of their expenses but I do not see that it has yet made it in the medical expense report. Can you please follow up on this.

I would ask that you request formerly the bills and records from their office just to make sure that they have given us everything that they have.

Thanks,

Hans

S:\Main\DULBERG, PAUL\Memos\Memo to Alarie 6-25-12.wpd



# MEMORANDUM

TO: File

C: Alarie

FROM: Hans

DATE: June 5, 2012

SUBJECT: **PAUL DULBERG**

On June 5, 2012, I met with Paul Dulberg and his mother again to update me on his ongoing medical care and treatment. Paul is a very talkative individual and doesn't seem to respond well to direct questions but instead likes to speak randomly and many times off topic. Paul is cooperative however, we had a nice meeting.

Paul explains that even today he still has pain in the right elbow by the ulnar nerve and has tingling and numbness in the right hand from the forearm. He has been seeing hand and arm specialists who are suggesting that he needs surgery to reposition the ulnar nerve so that the nerve is not being impinged by the scar tissue. Paul explains that most of the reasons that he has these symptoms is from the scarring of the nerves from the chainsaw incident. He explained that 10 years ago he was also involved in an auto accident which he suffered injury to his left arm that required ulnar nerve transposition as well as severe chronic neck and back pain. He has been unable to work consistently since his auto accident 10 years but complains that since this accident in 2011 he has not been able to find consistent work.

We talked a little bit about his work history. He said that in the year before the accident he was working for himself at home and earned about $10,000 or so. He got a part time job just before the accident that he worked at beforehand and was going to return to that job after this accident but because of the accident he was not able to return to that part time employment. He admits that there were really no doctors that told him that he could not work, only that he was limited to work and was on medications that interfered with his inability to work.

We went over his medical expense report and after the ER visit he followed up with family physician Dr. Sek (4606 W. Rte 120, McHenry) who evaluated him and had him undergo a functional capacity evaluation for purposes of work. He was then referred to Dr. Levin (Associated Neurology) who gave him medications and referred him to hand and arm specialist, Dr. Talerco (who practices in Libertyville). Dr. Talerco referred him to physical therapy at Fox Lake Dynamic Hand Therapy (Fox Lake) and then after a period of therapy he went for a second opinion to two doctors, Drs. Sam Biaforia and Scott Sangerman who practice in hand and arm orthopedics in Mundelein and has continued to see Drs. Biaforia and Sangerman for consult and whether he needs to have surgery. He thinks very soon he will undergo surgery although he cannot pay for it other than through a credit card transaction.

By copy of this memo, I ask **Alarie** to order bills and records from each of the doctors and/or office referenced above. Paul continues to treat so we need to get the bills and records current and up to date.

Thanks,

Hans

S:\Main\DULBERG, PAUL\Memos\Memo re mtg with client 6-5-12.wpd

# MEMORANDUM

TO: Alarie

C: File

FROM: Hans

DATE: April 10, 2012

SUBJECT: **PAUL DULBERG**

Alarie,

Please prepare suit on this case. This suit would be against David Gagnon - he lives at 39010 90th Place, Powers Lake, WI 53159. He is the one that mishandled a chainsaw and ended up injuring my client, Paul Dulberg.

The accident, however, happened at Dave's parent's house the McGuire's - you can see my initial memo for the address and circumstances. I want to sue the McGuire's too for failure to supervise the cutting down of the tree and failure to provide proper equipment, etc. so that it can be done safely without injuring our client.

You do not need to get too detailed in the complaint just prepare a general complaint with a caption and I will help work through the allegations of the complaint.

Thanks,

Hans

S:\Main\DULBERG, PAUL\Memos\Memo to Alarie 4-10-12.wpd

# MEMORANDUM

TO: File

C: Alarie

FROM: Hans

DATE: April 5, 2012

SUBJECT: **PAUL DULBERG**

On April 4, 2012, I met with Paul to discuss his case. He is going to Fox Lake Dynamic Hand Therapy at the referral of Dr. Sagerman. He has been seeing his primary care physician, Dr. Seks and is going to have therapy for a period of time and hopefully he will not need surgery. His right arm is very weak and we talked about the fact that we are not sure how liability will end up on this case given the fact that he was cut by a chainsaw by the son of the property owner. I suggested that maybe we will file suit immediately so we can at least get the case in suit and proceeding forward until we know how and when we will be able to settle the case. They agreed.

By copy of this memo, I ask **Alarie** to prepare a complaint in this case for filing.

Thanks,

Hans

S:\Main\DULBERG, PAUL\Memos\Memo re mtg with client 4-5-12.wpd

# MEMORANDUM

TO: File

FROM: Hans

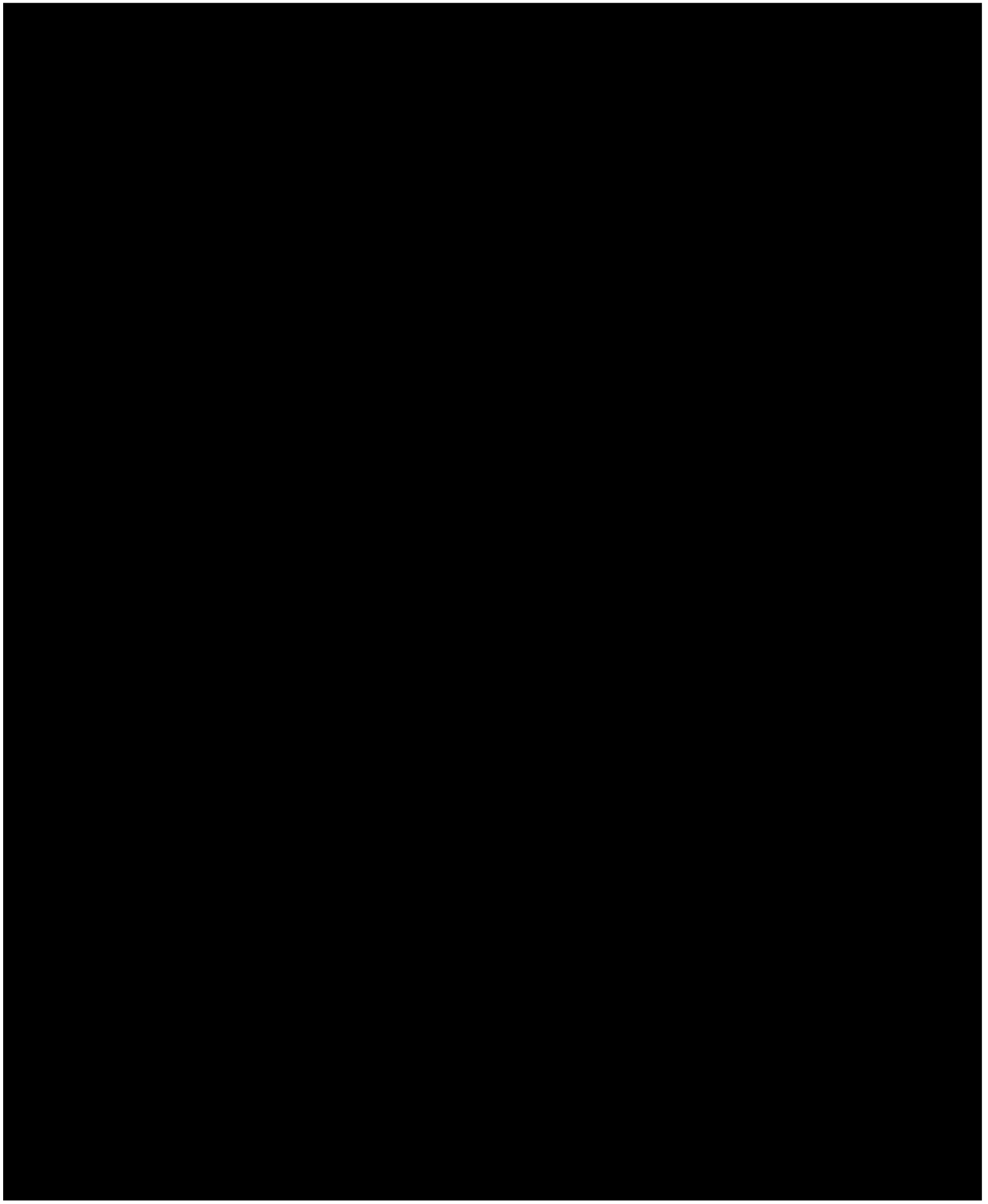
DATE: January 3, 2012

SUBJECT: **PAUL DULBERG**

Paul Dulberg advised me recently that he is seeing Dr. Talerico out of Libertyville for his right arm ulnar nerve problem. He is also going to Fox Lake Dynamic Therapy on Route 12 in Fox Lake. He will update me when he returns to see Dr. Talerico.

In the meantime, Paul is having some problems with his right arm that continues to be difficult and therefore, cannot return to work. He is thinking about having Social Security and wants to know more about it. I referred him to an attorney in Woodstock, Margaret Bradshaw for Social Security questions. He will keep me updated.

S:\Main\DULBERG, PAUL\Memos\Memo re conv with client 1-3-11.wpd



# MEMORANDUM

TO: Tom, Marla, Diana and Alarie

FROM: Hans

DATE: December 5, 2011

SUBJECT: **PAUL DULBERG - NEW CLIENT**

HAM
B/C the accident occurred on their premises, their H.O. med-pay will cover the bills.

On December 1, 2011, I met Paul Dulberg and his mother, concerning a recent injury that Paul suffered at a friend's house due to a chainsaw accident on June 28, 2011. Paul was referred to our office by a former client, Hubert McArtor. Paul had previously been with Francisco Botto in Woodstock but they rejected the case. He did sign a contract with Botto but we have correspondence in the file that they rejected him and sent him away. They did not refer him to us. Apparently, they rejected the case because they did not think that they would be able to prove that the defendant was more than 50% negligent causing the accident. I disagree.

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McHenry, IL 60051
847/497-4250
SSN 323-76-4001
DOB 03-19-70
DOA 06/28/11

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At the time of the accident he was not employed but he had been just recently hired when the accident occurred by AMS Screw Products in Spring Grove. He was going to earn $12 an hour for 40 hours per week. He had talked to Karen over at AMS Screw and she agreed to hire him, but unfortunately, he was injured before he could start work. Their phone number is 732/545-8888x231.

The central issue in my view in this case is whether there is insurance coverage. Since the son was not living with the McGuire's at the time of the accident, it may be that David Gagnon is not going to be insured for the accident. However, Paul and his mother advised me that Dave also had a home and lived at 39010 90th Place in Genoa City, Wisconsin. Therefore, hopefully he has homeowner's insurance that will apply to this claim as well as med-pay coverage to help pay for the MRI that needs to be done.

The McGuire's were insured by:

Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tallgate Road, Suite D
Elgin, IL 60123
847/587-3077
847/531-5420
847/531-8063x3808 gen. #
Claim No. 13-2779-11

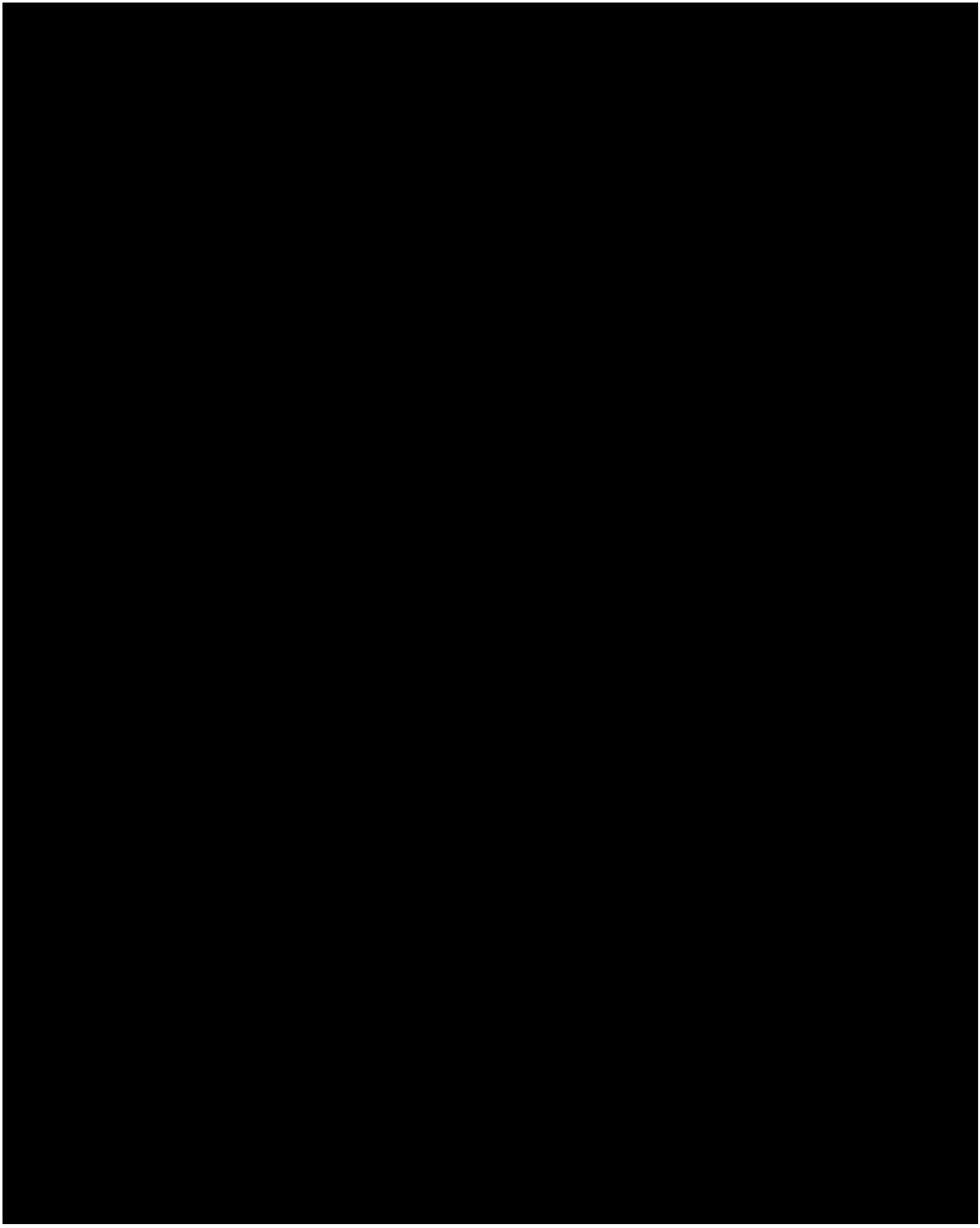
By copy of this memo, I ask **Alarie** to set up a new file.

By copy of this memo, I ask **Marla** to order the medical records and bills from NIMC, Dr. Frank Sek and Associates in Neurology in Libertyville. Please also diary the 1 and 2 year SOL deadlines in this case.

Thanks,

Hans

S:\Main\DULBERG, PAUL\Memos\Memo re new client 12-5-11.wpd



# MEMORANDUM

TO: Tom, Marla, Diana and Alarie

FROM: Hans

DATE: December 5, 2011

SUBJECT: **PAUL DULBERG - NEW CLIENT**

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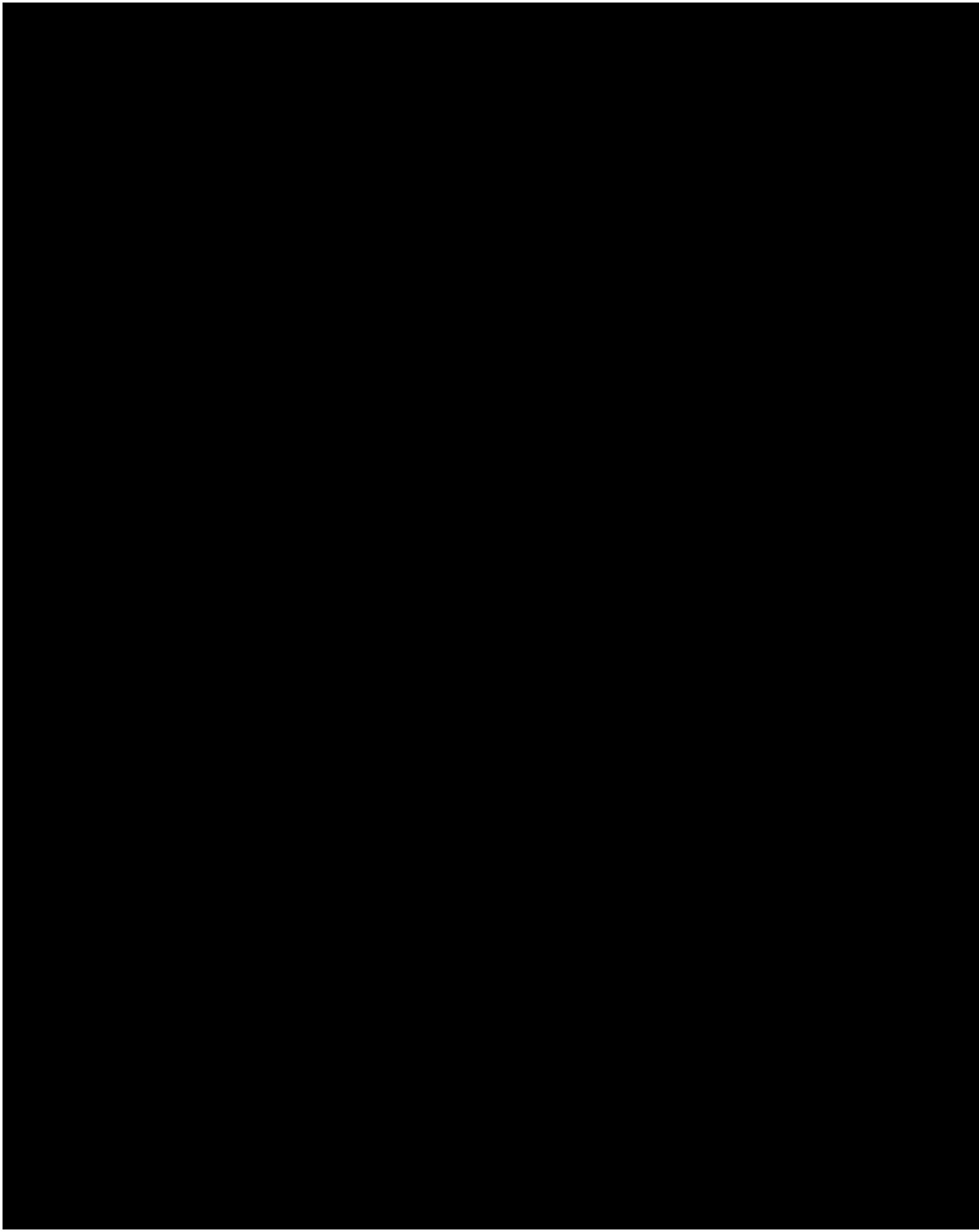
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Hans

S:\Main\DULBERG, PAUL\Memos\Memo re new client 12-5-11.wpd

Today @ 2:30 P.M.

Pam

**PHONE MESSAGE FORM**
**FOR POSSIBLE NEW CLIENT**

**DATE:** 12/1/11

**TIME:** 1:00

**CLIENT NAME:** Paul Dulberg

**CLIENT TEL. #:** 847-497-4250

**TYPE OF CASE:** P.I. / held branch while neighbor trimmed tree
**(Auto; Slip/fall; Med Mal)** neighbor dropped/lowered chainsaw and

**TYPE OF INJURY:** Chainsaw 1/2 way through arm cutting
**(Anything broken; surgeries?)** tendons/ligaments, etc.

**DATE OF OCCURRENCE:** 6/28/11

**COUNTY:** McHenry

**REFERRING ATTY:** friend: Hubert McArtor (knows TJP)

**GIVEN TO ATTY:** Hans

* Mr. Dulberg hired Botto firm but they rejected it.

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
MAR 13 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

COPY

## NOTICE OF MOTION

TO: *VIA FIRST CLASS MAIL:*
Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

*VIA CERTIFIED MAIL:*
Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

On **March 13, 2015 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Thomas A. Meyer** or any judge sitting in his stead, in courtroom 201 in the Circuit Court of McHenry County in Woodstock, Illinois and shall then and there present **MOTION TO WITHDRAW AS COUNSEL**, a copy of which is hereby served upon you

## AFFIDAVIT OF SERVICE

I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on March 5, 2015 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney ID No. 06208070

7014 0150 0001 6391 9351

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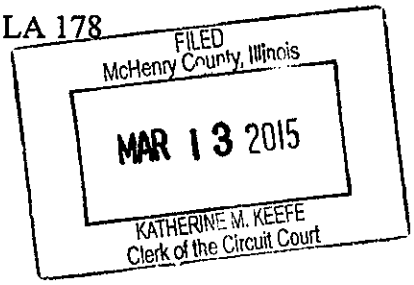
Postmark Here

Sent To: Paul Dulberg
Street, Apt. or PO Box: 4606 Hayden Court
City, State: McHenry, IL 60051

PS Form 3800, August 2006 — See Reverse for Instructions

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

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**MOTION TO WITHDRAW AS COUNSEL**

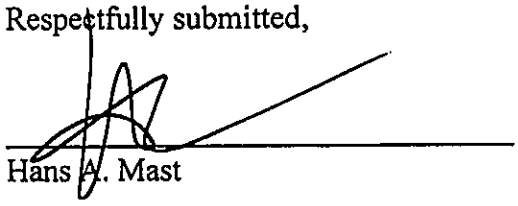
NOW COME the LAW OFFICES OF THOMAS J. POPOVICH, P.C., attorneys for the Plaintiff, PAUL DULBERG, and hereby move to withdraw as counsel for the Plaintiff in this cause pursuant to Supreme Court Rule 13. In support of said Motion, the attorneys hereby state as follows:

1. Communication between Plaintiff and Plaintiff's counsel has broken down resulting in an unworkable situation for both attorney and client.

2. By copy of this motion, Plaintiff is hereby advised that, to ensure notice of any further action in this cause, she should retain new counsel or within 21 days of the hearing of this motion and withdrawal of counsel, retain other counsel or file her own supplementary appearance with the clerk of the circuit court, stating an address at which service of notices or other papers may be had upon her.

WHEREFORE, the LAW OFFICES OF THOMAS J. POPOVICH, P.C. respectfully requests that this Court enter an Order granting the LAW OFFICES OF THOMAS J. POPOVICH, P.C. leave to withdraw as counsel for the Plaintiff, PAUL DULBERG.

Respectfully submitted,



Hans A. Mast

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, IL 60050
(815) 344-3797
Attorney No. 06208070

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

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I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on March 5, 2015 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

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3416 West Elm Street
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815-344-3797
Attorney ID No. 06208070

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

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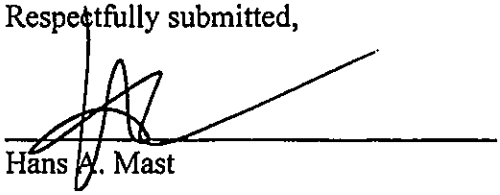
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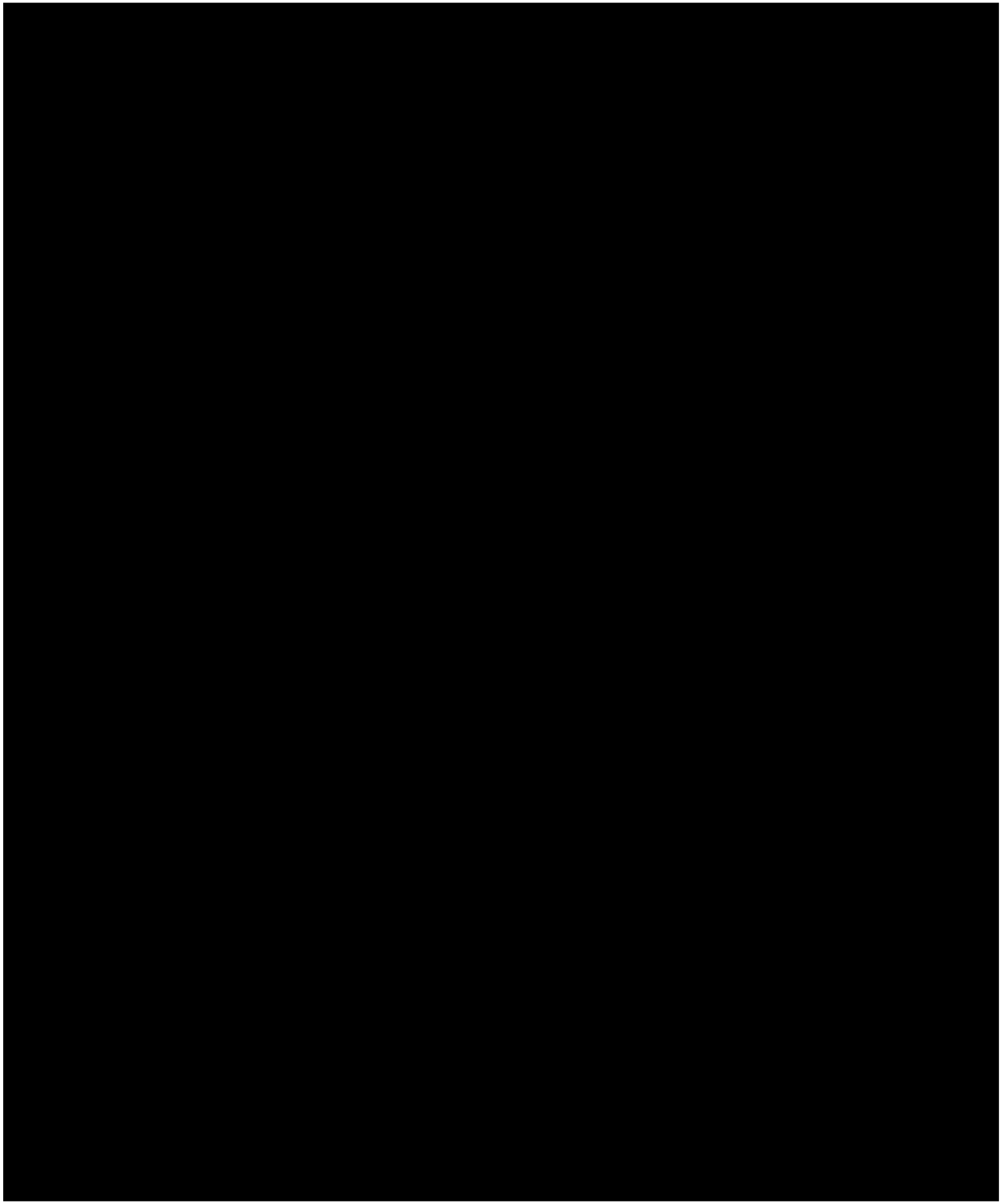
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Hans A. Mast

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3416 West Elm Street
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(815) 344-3797
Attorney No. 06208070



STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

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| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**NOTICE OF MOTION**

TO: Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

YOU ARE HEREBY notified that on the **16th day of April, 2014, at 9:00 o'clock A.M.**, or soon thereafter as Counsel may be heard, I shall appear before his Honor, Judge Thomas A. Meyer, in the room usually occupied by him as a Court Room (#201), or in his absence, before any other Judge that may be presiding in said Court Room, in the Courthouse in McHenry County at Rockford, Illinois, and then and there present: **McGuire Defendants' Motion to Vacate Protective Order**; At which time and place you may appear, if you so desire.

Dated: January 9, 2014

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

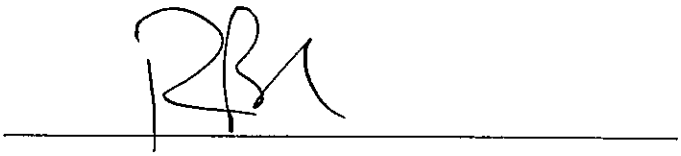
## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on April 4, 2014.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
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**McGUIRE DEFENDANTS' MOTION TO VACATE PROTECTIVE ORDER**

Defendants, CAROLYN McGUIRE and BILL McGUIRE, by their attorneys, Cicero, France, Barch & Alexander, PC, herby move this Court to vacate the Protective Order entered on August 8, 2012 and modified on April 3, 2013. In further support of the Motion, Defendants Carolyn and Bill McGuire state as follows:

1. On or about May 5, 2012, the Plaintiff, Paul Dulberg, filed a multiple count complaint alleging he suffered injuries as a result of negligence on the parts of David Gagnon, Carolyn McGuire and Bill McGuire. In general, Plaintiff alleges he sustained severe and permanent injuries when a chain saw being operated by David Gagnon made contact with his arm.

2. On July 31, 2012, Plaintiff filed a Motion for Protective Order wherein he alleged that Plaintiff's counsel (Attorney Hans Mast) wanted an opportunity to photograph and inspect the subject "chain saw" and any parts, accessories and manual/paperwork pertaining to the saw. In his prayer for relief, Plaintiff requested a protective order declaring the "saw and its parts and

accessories and paperwork/manual be preserved and protected without destruction or loss until further order of this court." A copy of Plaintiff's Motion for Protective Order is attached as "Exhibit A."

3. On August 8, 2012, the Court granted Plaintiff's Motion for Protective Order. A copy of the Court's order of August 8, 2012 is attached as "Exhibit B."

4. On March 20, 2013, the depositions of Carolyn McGuire and Bill McGuire proceeded with counsel for Plaintiff (Attorney Hans Mast) and counsel for Co-Defendant (Attorney Perry Accardo) present. Prior to the start of the depositions the "chain saw" allegedly involved in the injury to Plaintiff was presented for inspection and photographing. Plaintiff's counsel photographed the chain saw and also photographed the Owner's Manual.

5. On April 3, 2013, the Court's protective order was modified to allow the owners to utilize the chain saw and Owner's Manual in the ordinary course. The protective order further directed that the owners shall not sell or discard the chain saw, parts, accessories and associated paperwork without further order of the court. A copy of the Amended Protective Order dated April 3, 2013 is attached as "Exhibit C."

6. Subsequent to the entry of the amended protective order the Plaintiff reached a settlement agreement with Carolyn McGuire and Bill McGuire as to all matters in controversy, whereupon the negligence claims and contribution claims against them were dismissed with prejudice. A copy of the Good Faith Finding and Order of Dismissal entered on January 22, 2014 is attached as "Exhibit D."

7. With the claims against Carolyn McGuire and Bill McGuire fully resolved, counsel for the McGuires issued a letter to Attorney Mast and Attorney Accardo seeking an agreement to

have the pending protective order vacated. A copy of the February 12, 2014, letter to counsel is attached as "Exhibit E."

8. During a chance meeting in the Winnebago County Courthouse shortly after the February 12 letter issued, Attorney Accardo advised informally that he had no objection to vacating the protective order. Counsel for the McGuires has not heard from Attorney Mast.

9. Counsel for Plaintiff and Counsel for Defendant Gagnon have both had an opportunity to photograph and inspect the subject chain saw. In addition, both attorneys have copies of the Owner's Manual associated with the subject chain saw.

10. The subject chain saw was brand new on the date of Plaintiff's claimed injury and Plaintiff does not allege or claim that he was injured due to a manufacturing defect associated with the subject chain saw.

11. No prejudice will result to Plaintiff or Defendant Gagnon should this Court vacate the Amended Protective Order.

12. No just reason exists to delay the McGuires' request to vacate the Amended Protective Order.

WHEREFORE, the Defendants, Carolyn McGuire and Bill McGuire, respectfully pray this court to vacate the Amended Protective Order dated April 3, 2013.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 4/4/14.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County Illinois
JUL 31 2012
Clerk of the Circuit Court

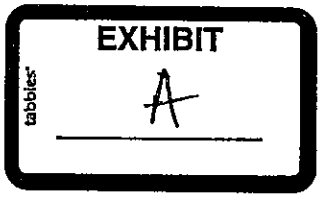
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|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

## PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

NOW COME the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C. and for his Motion for Protective Order to preserve and protect the "chain saw" involved in the underlying occurrence along with all parts and accessories and manual/paperwork, and states as follows:

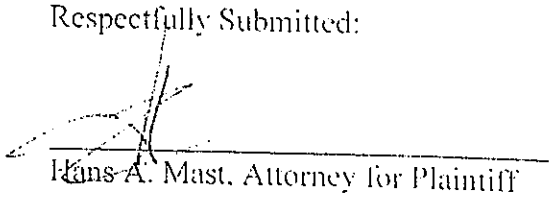
1. This suit arises from injuries suffered by the Plaintiff, PAUL DULBERG, on June 28, 2011, when he was negligently struck by a "chain saw" operated by DAVID GAGNON while working on behalf and/or at the request of the Defendants, CAROLINE McGUIRE and BILL McGUIRE at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

2. Plaintiff's counsel would like an opportunity to photograph and inspect the subject "chain saw" and any parts, accessories and manual/paperwork pertaining to the saw and moves that this court order the "saw and its parts and accessories and paperwork/manual be preserved and protected without destruction or loss until further order of this court."



WHEREFORE, the Plaintiff, PAUL DULBERG, respectfully moves this Court to enter a protective order against the Defendants, their agents, employees, staff and/or representatives and any others under it's control, and it's attorneys, to preserve and protect the chain saw and its parts and accessories and paperwork/manual, from any destruction, alterations, modifications, or other changes from its condition as presently exists, until further order of the court and to present the saw and its parts etc within 30 days hereof to the Plaintiff's counsel for inspection and photographing.

Respectfully Submitted:



Hans A. Mast, Attorney for Plaintiff

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 W. Elm Street
McHenry, IL 60050
815/344-3797
ARDC. #06203684

S:\Mast\DULBERG, PAUL\Motions\Motion for Protective Order 7-24-13.wpd

IN THE CIR COURT OF THE TWENTY-SECON[illegible] DICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
AUG - 8 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Dulberg
Plaintiff

vs

Case Number 12 LA 178

Cognin
Defendant

# ORDER

☒ Plaintiff(s) appear in person/by attorney T. Coreman Maxwell

☐ Defendant(s) appear in person/by attorney Lisa Barch

☐ Summons not served; alias summons to issue; return date _____, 20____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ ___.m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☐ By Agreement; ☒ Court; to 9-18, 2012 at 9:00, a.m. for Status.

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☒ **COURT FURTHER ORDERS:** Plaintiff's Motion for Substitute Service is granted on oral motion. Plaintiff's Motion.

Date: _____

/ Lance A. Meyer
Judge

EXHIBIT
tabbies
B

CV-ORD13: Revised 10/01/08

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
APR - 3 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

Paul Dan Reilly vs. Bruce Campbell, et al.

Date 4/3/13 Plaintiff's Attorney [illegible] Defendant's Attorney [illegible]

**ORDER**

Cause for the parties appearing, and the Court being otherwise fully advised in the premises, Defendant's motion to dismiss pursuant to 735 ILCS 5/2-619 is granted in part and denied in part.

IT IS HEREBY ORDERED:

1. The Complaint is dismissed without prejudice pursuant to 735 ILCS 5/2-619 as to Count I, Count II, Count III, Count IV, Count V, Count VI, Count VII, Count VIII, Count IX, Count X, Count XI, Count XII, Count XIII, Count XIV, Count XV, Count XVI, Count XVII, Count XVIII, Count XIX, Count XX, Count XXI, Count XXII, Count XXIII, Count XXIV, Count XXV, Count XXVI, Count XXVII, Count XXVIII, Count XXIX, Count XXX, Count XXXI, Count XXXII, Count XXXIII, Count XXXIV, Count XXXV, Count XXXVI, Count XXXVII, Count XXXVIII, Count XXXIX, Count XL, Count XLI, Count XLII, Count XLIII, Count XLIV, Count XLV, Count XLVI, Count XLVII, Count XLVIII, Count XLIX, Count L, Count LI, Count LII, Count LIII, Count LIV, Count LV, Count LVI, Count LVII, Count LVIII, Count LIX, Count LX, Count LXI, Count LXII, Count LXIII, Count LXIV, Count LXV, Count LXVI, Count LXVII, Count LXVIII, Count LXIX, Count LXX, Count LXXI, Count LXXII, Count LXXIII, Count LXXIV, Count LXXV, Count LXXVI, Count LXXVII, Count LXXVIII, Count LXXIX, Count LXXX, Count LXXXI, Count LXXXII, Count LXXXIII, Count LXXXIV, Count LXXXV, Count LXXXVI, Count LXXXVII, Count LXXXVIII, Count LXXXIX, Count XC, Count XCI, Count XCII, Count XCIII, Count XCIV, Count XCV, Count XCVI, Count XCVII, Count XCVIII, Count XCIX, Count C, Count CI, Count CII, Count CIII, Count CIV, Count CV, Count CVI, Count CVII, Count CVIII, Count CIX, Count CX, Count CXI, Count CXII, Count CXIII, Count CXIV, Count CXV, Count CXVI, Count CXVII, Count CXVIII, Count CXIX, Count CXX, Count CXXI, Count CXXII, Count CXXIII, Count CXXIV, Count CXXV, Count CXXVI, Count CXXVII, Count CXXVIII, Count CXXIX, Count CXXX, Count CXXXI, Count CXXXII, Count CXXXIII, Count CXXXIV, Count CXXXV, Count CXXXVI, Count CXXXVII, Count CXXXVIII, Count CXXXIX, Count CXL, Count CXLI, Count CXLII, Count CXLIII, Count CXLIV, Count CXLV, Count CXLVI, Count CXLVII, Count CXLVIII, Count CXLIX, Count CL, Count CLI, Count CLII, Count CLIII, Count CLIV, Count CLV, Count CLVI, Count CLVII, 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Count CCCLXX, Count CCCLXXI, Count CCCLXXII, Count CCCLXXIII, Count CCCLXXIV, Count CCCLXXV, Count CCCLXXVI, Count CCCLXXVII, Count CCCLXXVIII, Count CCCLXXIX, Count CCCLXXX, Count CCCLXXXI, Count CCCLXXXII, Count CCCLXXXIII, Count CCCLXXXIV, Count CCCLXXXV, Count CCCLXXXVI, Count CCCLXXXVII, Count CCCLXXXVIII, Count CCCLXXXIX, Count CCCXC, Count CCCXCI, Count CCCXCII, Count CCCXCIII, Count CCCXCIV, Count CCCXCV, Count CCCXCVI, Count CCCXCVII, Count CCCXCVIII, Count CCCXCIX, Count CD, Count CDI, Count CDII, Count CDIII, Count CDIV, Count CDV, Count CDVI, Count CDVII, Count CDVIII, Count CDIX, Count CDX, Count CDXI, Count CDXII, Count CDXIII, Count CDXIV, Count CDXV, Count CDXVI, Count CDXVII, Count CDXVIII, Count CDXIX, Count CDXX, Count CDXXI, Count CDXXII, Count CDXXIII, Count CDXXIV, Count CDXXV, Count CDXXVI, Count CDXXVII, Count CDXXVIII, Count CDXXIX, Count CDXXX, Count CDXXXI, Count CDXXXII, Count CDXXXIII, Count CDXXXIV, Count CDXXXV, Count CDXXXVI, Count CDXXXVII, Count 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Count DX, Count DXI, Count DXII, Count DXIII, Count DXIV, Count DXV, Count DXVI, Count DXVII, Count DXVIII, Count DXIX, Count DXX, Count DXXI, Count DXXII, Count DXXIII, Count DXXIV, Count DXXV, Count DXXVI, Count DXXVII, Count DXXVIII, Count DXXIX, Count DXXX, Count DXXXI, Count DXXXII, Count DXXXIII, Count DXXXIV, Count DXXXV, Count DXXXVI, Count DXXXVII, Count DXXXVIII, Count DXXXIX, Count DXL, Count DXLI, Count DXLII, Count DXLIII, Count DXLIV, Count DXLV, Count DXLVI, Count DXLVII, Count DXLVIII, Count DXLIX, Count DL, Count DLI, Count DLII, Count DLIII, Count DLIV, Count DLV, Count DLVI, Count DLVII, Count DLVIII, Count DLIX, Count DLX, Count DLXI, Count DLXII, Count DLXIII, Count DLXIV, Count DLXV, Count DLXVI, Count DLXVII, Count DLXVIII, Count DLXIX, Count DLXX, Count DLXXI, Count DLXXII, Count DLXXIII, Count DLXXIV, Count DLXXV, Count DLXXVI, Count DLXXVII, Count DLXXVIII, Count DLXXIX, Count DLXXX, Count DLXXXI, Count DLXXXII, Count DLXXXIII, Count DLXXXIV, Count DLXXXV, 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Count CMXCII, Count CMXCIII, Count CMXCIV, Count CMXCV, Count CMXCVI, Count CMXCVII, Count CMXCVIII, Count CMXCIX, Count M, Count MI, Count MII, Count MIII, Count MIV, Count MV, Count MVI, Count MVII, Count MVIII, Count MIX, Count MX, Count MXI, Count MXII, Count MXIII, Count MXIV, Count MXV, Count MXVI, Count MXVII, Count MXVIII, Count MXIX, Count MXX, Count MXXI, Count MXXII, Count MXXIII, Count MXXIV, Count MXXV, Count MXXVI, Count MXXVII, Count MXXVIII, Count MXXIX, Count MXXX, Count MXXXI, Count MXXXII, Count MXXXIII, Count MXXXIV, Count MXXXV, Count MXXXVI, Count MXXXVII, Count MXXXVIII, Count MXXXIX, Count MXL, Count MXLI, Count MXLII, Count MXLIII, Count MXLIV, Count MXLV, Count MXLVI, Count MXLVII, Count MXLVIII, Count MXLIX, Count ML, Count MLI, Count MLII, Count MLIII, Count MLIV, Count MLV, Count MLVI, Count MLVII, Count MLVIII, Count MLIX, Count MLX, Count MLXI, Count MLXII, Count MLXIII, Count MLXIV, Count MLXV, Count MLXVI, Count MLXVII, Count MLXVIII, Count MLXIX, Count 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STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

FILED
McHenry County, Illinois
JAN 2 2 2014

**GOOD FAITH FINDING AND ORDER OF DISMISSAL**

THIS CAUSE coming on to be heard on the Motion for Good Faith Finding and for Order of Dismissal with Prejudice filed by Defendants Bill McGuire and Carolyn McGuire, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire (improperly named Caroline) constitutes a fair and reasonable and good faith settlement within the meaning of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 0.01 et seq.

2. That the good faith settlement shall henceforth constitute a bar to any and all claims that Plaintiff Paul Dulberg and Defendant David Gagnon and other known or unknown tortfeasors may have against Defendants Bill McGuire and Carolyn McGuire on account of or arising out of the injuries, if any, sustained by Plaintiff Paul Dulberg as a result of the alleged chain saw accident that occurred on June 28, 2011, whether by way of original action, third party claim, cross-claim, counterclaim, claim for contribution or otherwise.

EXHIBIT
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3. That Defendants Bill McGuire and Carolyn McGuire be and are hereby dismissed from the above-captioned lawsuit as party defendants and cross-claimants, with prejudice, and in bar of further suit.

4. That that there is no just reason to delay the enforcement or appeal of this good faith finding and order of dismissal.

DATED: _____

JUDGE Thomas A. Meyer

Prepared by:
Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

COPY

February 12, 2014

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Counsel:

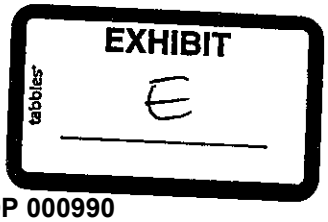
With my departure from the case I feel compelled to address the subject of the chain saw that was involved in Mr. Dulberg's injury. Early on in the case a protective order was entered which prohibited Mr. and Mrs. McGuire from destroying or otherwise disposing of the chain saw and any associated documentation. The primary purpose behind the order of protection was to preserve the chainsaw and associated documentation until such time that Plaintiff's counsel could inspect and photographs same.

On March 20, 2013, the chain saw and owner's manual were made available for inspection and photographing. Plaintiff's counsel inspected and photographed the chainsaw. Plaintiff's counsel also secured a photocopy of the owner's manual.

On April 3, 2013, the protective order was modified to allow the Plaintiffs to use the subject chainsaw, owner's manual and associated paperwork in the ordinary course. The order further provides, however, that the owners may not destroy, dispose of, or sell the items without further order of the court.

Given the above, I am concerned about the possibility of a spoliation claim in the event the McGuires destroy, dispose of, or otherwise sell the chainsaw following my departure from the case. Please advise in writing whether you believe there is any reason to maintain the protective order as it currently exists. If not, I believe it makes sense to have the April 3, 2013 version of the protective order vacated.

I look forward to hearing from both of you at your earliest convenience.



Very truly yours,

RONALD A. BARCH

RB:mj\44ltr.OC
Encl.
CC Tom Malatia (13-2779-11)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**NOTICE OF MOTION**

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the **30th day of January, 2013, at 9:00 o'clock A.M.**, or soon thereafter as Counsel may be heard, I shall appear before his Honor, Judge Thomas A. Meyer, in the room usually occupied by him as a Court Room, or in his absence, before any other Judge that may be presiding in said Court Room, in the Courthouse in McHenry County at Rockford, Illinois, and then and there present: Defendants' Motion to Compel; At which time and place you may appear, if you so desire.

Dated: January 25, 2013

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
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| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

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YOU ARE HEREBY notified that on the **30th day of January, 2013, at 9:00 o'clock A.M.,** or soon thereafter as Counsel may be heard, I shall appear before his Honor, Judge Thomas A. Meyer, in the room usually occupied by him as a Court Room, or in his absence, before any other Judge that may be presiding in said Court Room, in the Courthouse in McHenry County at Rockford, Illinois, and then and there present: Defendants' Motion for Leave to File Amended Answer and Affirmative Defense; At which time and place you may appear, if you so desire.

Dated: January 25, 2013

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

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The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
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200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
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3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

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Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

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| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**McGUIRE DEFENDANTS' MOTION FOR LEAVE TO FILE CROSS-CLAIM FOR CONTRIBUTION**

Defendants, BILL McGUIRE and CAROLYN McGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, hereby moves the Court for an Order granting them leave to file a cross-claim for contribution against Defendant David Gagnon. In support of their Motion, the movants further state as follows:

1. On May 15, 2012, Plaintiff PAUL DULBER filed a two count complaint over injuries he attributes to a chainsaw accident that occurred on June 28, 2011.

2. Defendants Bill McGuire and Carolyn McGuire owned the residential property upon which the chainsaw accident purportedly occurred. However, neither defendant witnessed the occurrence set forth in Plaintiff's Complaint.

3. On January 24, 2013, Plaintiff Paul Dulberg submitted for a discovery deposition.

4. Based upon the deposition testimony of Plaintiff Paul Dulberg, the movants reasonably believe Defendant David Gagnon was guilty of negligence in connection with the occurrence set forth in Plaintiff's complaint.

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, pray that the Court enter an Order granting them leave to file a cross-claim for contribution against Defendant

David Gagnon. A copy of the proposed Cross-Claim for Contribution is attached to this motion as Exhibit A.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

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| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON**

The Defendants, BILL McGUIRE and CAROLYN McGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their cross-claim for counterclaim for contribution against Defendant David Gagnon, state as follows:

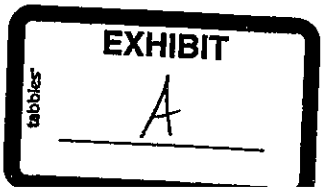
1. Plaintiff PAUL DULBERG has filed a two-count complaint against Defendants David Gagnon, Bill McGuire and Carolyn McGuire seeking damages for injuries he attributes to a chainsaw incident that purportedly occurred on June 28, 2011in the County of McHenry, State of Illinois.

2. The chainsaw incident set forth in Plaintiff's Complaint purportedly occurred on a residential parcel owned by Defendants Bill McGuire and Carolyn McGuire.

3. Defendants Bill McGuire and Carolyn McGuire were not present in the vicinity of the chainsaw incident when it occurred.

4. At the time of the alleged chainsaw incident, Plaintiff PAUL DULBERG was assisting Defendant David Gagnon as Defendant Gagnon was cutting and trimming trees and branches with a chainsaw.

5. At said time and place, Defendant David Gagnon owed a duty to exercise reasonable care at all times to avoid causing injury and property damages to others.



6. On the date and in the location set forth in Plaintiff's Complaint, the chainsaw being then and there operated by Defendant David Gagnon made contact with the right arm of Plaintiff PAUL DULBERG.

7. At the time and place alleged, notwithstanding his aforementioned duty, Defendant David Gagnon was then and there guilty of one or more of the following negligent acts and/or omissions:

a. Caused or permitted a chainsaw to make contact with Plaintiff's right arm;

b. Failed to operate said chainsaw in a safe and reasonable manner so as to avoid injuring Plaintiff's right arm;

c. Failed to maintain a reasonable and safe distance between the chainsaw he was operating and Plaintiff's right arm;

d. Failed to properly instruct Plaintiff prior to approaching him with an operating chainsaw;

e. Failed to properly warn Plaintiff prior to approaching him with an operating chainsaw;

f. Failed to maintain the chainsaw in the idle or off position when he knew or should have known that Plaintiff was close enough to sustain injury from direct contact with the subject chainsaw;

g. Failed to maintain a proper lookout for Plaintiff while operating the subject chainsaw;

h. Failed to maintain proper control over an operating chainsaw;

i. Was otherwise negligent in the operation and control of the subject chainsaw.

8. That the injuries alleged by Plaintiff PAUL DULBER, if any, were the direct and proximate result of negligence on the part of Defendant David Gagnon.

9. By virtue of those aforesaid actions, Defendant David Gagnon is a joint tortfeasor within the meaning of the Illinois Contribution Among Joint Tortfeasors Act (740 ILCS 100/0.01, et seq.) which was in full force and effect on the date of the occurrence and, as such, the State of

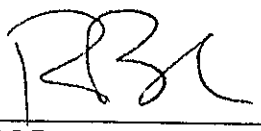
Illinois recognizes the right of contribution among joint tortfeasors.

9. Should the Defendants Bill McGuire and Carolyn McGuire be found liable for the injuries to Plaintiff PAUL DULBERG, Defendants Bill McGuire and Carolyn McGuire are entitled to contribution from Defendant David Gagnon for that portion of the total recoveries, if any, by Plaintiff PAUL DULBERG that the Defendants Bill McGuire and Carolyn McGuire are required to pay in excess of their pro rata share of the liability pursuant to the aforesaid Illinois Contribution Among Joint Tortfeasors Act.

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, demand judgment in their favor and against Defendant David Gagnon for any and all sums for which Defendants BILL McGUIRE and CAROLYN McGUIRE may be held liable to Plaintiff PAUL DULBERG, in excess of their pro rata share.

**Defendants Hereby Demands A Trial By Jury**

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By 
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 11/25/13.

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**NOTICE OF MOTION**

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the **30th day of January, 2013, at 9:00 o'clock A.M.**, or soon thereafter as Counsel may be heard, I shall appear before his Honor, Judge Thomas A. Meyer, in the room usually occupied by him as a Court Room, or in his absence, before any other Judge that may be presiding in said Court Room, in the Courthouse in McHenry County at Rockford, Illinois, and then and there present: Defendants' Motion for Leave to File Cross-Claim for Contribution against Defendant David Gagnon; At which time and place you may appear, if you so desire.

Dated: January 25, 2013

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

RBC

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**MOTION TO COMPEL**

Defendants, BILL McGUIRE and CAROLYN McGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, hereby moves the Court for an Order compelling Defendant David Gagnon to answer Interrogatories and a Request for Production previously propounded upon him. In support of their Motion, the movants further state as follows:

1. On September 27, 2012, the Defendants Bill McGuire and Carolyn McGuire served upon the Defendant David Gagnon written interrogatories and a production request to be answered within 28 days.

2. On October 29, 2012, during efforts to schedule party depositions, counsel for the movants orally requested Defendant Gagnon's discovery responses. The subject was revisited during Plaintiff Dulberg's deposition on January 24, 2013.

3. As of the date of writing, Defendant Gagnon has failed to cooperate in discovery by failing to answer the movant's written interrogatories and production request.

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, pray that the Court enter an Order compelling Defendant GAGNON to provide responses to Defendants' written discovery within seven (7) days.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

RBM

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**McGUIRE DEFENDANTS' MOTION FOR LEAVE TO FILE AMENDED ANSWER AND AFFIRMATIVE DEFENSE**

Defendants, BILL McGUIRE and CAROLYN McGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, hereby moves the Court for an Order granting them leave to file an amended answer and affirmative defense to Count I of Plaintiff's complaint. In support of their Motion, the movants further state as follows:

1. On May 15, 2012, Plaintiff PAUL DULBER filed a two count complaint over injuries he attributes to a chainsaw accident that occurred on June 28, 2011.

2. Defendants Bill McGuire and Carolyn McGuire owned the residential property upon which the chainsaw accident purportedly occurred. However, neither defendant witnessed the occurrence set forth in Plaintiff's Complaint.

3. On January 24, 2013, Plaintiff Paul Dulberg submitted for a discovery deposition.

4. Based upon the deposition testimony of Plaintiff Paul Dulberg, the movants reasonably believe Plaintiff Paul Dulberg was guilty of contributory negligence in connection with the occurrence set forth in his complaint.

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, pray that the Court enter an Order granting them leave to file an amended answer adding an affirmative defense

of comparative fault. A copy of the proposed Amended Answer and Affirmative Defense is attached to this motion as Exhibit A.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

RBC

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**AMENDED ANSWER AND AFFIRMATIVE DEFENSE BY DEFENDANTS BILL McGUIRE AND CAROLYN McGUIRE** |

## DEFENDANTS' ANSWER

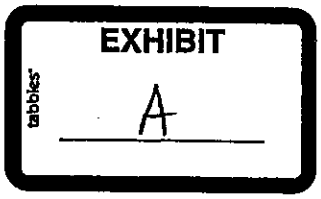
### ANSWER TO COUNT I

Defendants, BILL McGUIRE and CAROLYN McGUIRE, make no response to Count I of Plaintiff's Complaint inasmuch as said allegations are directed at a separate and distinct Defendant.

### ANSWER TO COUNT II

Defendants, BILL McGUIRE AND CAROLYN McGUIRE (improperly named Caroline), by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Answer to Count I of Plaintiff's Complaint, state as follows:

1. Defendants admit the allegations of paragraph one (1).
2. Defendants admit that on June 28, 2011, they owned and lived in a single family home located at 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois. Defendants neither admit nor deny the remaining allegations set forth in paragraph two (2) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.
3. Defendants deny the allegations of paragraph three (3).
4. Defendants deny the allegations of paragraph four (4).



5. Defendants admit that on June 28, 2011, Defendant David Gagnon was engaged in cutting, trimming and maintaining trees and brush on the premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois. Defendants admit that David Gagnon was doing so at their request, with their authority and permission and for their benefit. Defendants deny the remaining allegations of paragraph five (5).

6. Defendants admit that Defendant David Gagnon used a chain saw from time to time on June 28, 2011. Defendants admit that they owned a chain saw on June 28, 2011. Defendants deny the remaining allegations of paragraph six (6).

7. Defendants deny the allegations of paragraph seven (7).

8. Defendants deny the allegations of paragraph eight (8).

9. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations set forth in paragraph nine (9). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

10. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations of paragraph ten (10). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

11. Defendants deny the allegations of paragraph eleven (11).

12. Defendants deny the allegations of paragraph twelve (12).

13. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations of paragraph thirteen (13). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

14. The answering Defendants were not present and therefore lack sufficient

information upon which to form a belief as to the truth of the allegations of paragraph fourteen (14). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

15. Defendants make no response to the allegations set forth in paragraph fifteen (15) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

16. Defendants admit that at all relevant times they owned and lived in the premises that are the subject of Plaintiff's Complaint. Defendants neither admit nor deny the remaining allegations set forth in paragraph sixteen (16) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

17. Defendants make no response to the allegations set forth in paragraph fifteen (15) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

18. Defendants deny the allegations of paragraph eighteen (18).

19. Defendants admit that Defendant David Gagnon used a chain saw from time to time on June 28, 2011. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to whether Defendant David Dagnon was operating a chain saw with the assistance of Plaintiff Paul Dulberg. Defendants neither admit nor deny the remaining allegations set forth in paragraph nineteen (19) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

20. Defendants make no response to the allegations set forth in paragraph twenty (20) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

21. Defendants deny the allegations of paragraph twenty-one (21).

22. Defendants deny the allegations of paragraph twenty-two (22).

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, pray the court dismiss Count I of Plaintiff's Complaint and enter judgment for the Defendants for their costs of suit.

**Defendants Hereby Demand A Trial By Jury**

**DEFENDANTS' AFFIRMATIVE DEFENSE**

The Defendants, BILL McGUIRE and CAROLYN McGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Affirmative Defense to Count II of Plaintiff's Complaint, state as follows:

1. That on the date and at the place alleged in the Plaintiff's Complaint, the Plaintiff, PAUL DULBERG, was guilty of negligence by failing to exercise due care and caution for his own safety, in that he:

a. Failed to use due care and caution as he assisted Defendant David Gagnon during the trimming and cutting of trees and branches.

b. Failed to use due care and caution as he assisted Defendant David Gagnon during the trimming and cutting of trees and branches when he knew and appreciated the dangers associated with chainsaw usage.

c. Was inattentive and unobservant to surrounding conditions and dangers as he assisted Defendant David Gagnon during the trimming and cutting of trees and branches.

d. Notwithstanding a reasonable opportunity to do so, failed to maintain a safe distance between himself and an operating chainsaw.

e. Was otherwise careless and negligent as will be demonstrated by the evidence at trial.

2. That by reason of the aforesaid negligence of the Plaintiff, PAUL DULBERG, and as a direct and proximate result thereof, the Plaintiff sustained the damages claimed.

3. That pursuant to the Illinois Code of Civil Procedure, Section 5/2-613(d) and Section 5/2-1116, the Complaint of PAUL DULBERG should be dismissed in that the contributory

fault on the part of the Plaintiff was more than 50 percent and, therefore, PAUL DULBERG's Complaint is barred.

4. Or, in the alternative, that any verdict against the Defendants, BILL McGUIRE and CAROLYN McGUIRE, should be reduced in direct proportion to the percentage of PAUL DULBERG's contributory negligence causing his claimed injuries.

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, moves this Court for an Order dismissing Count I of Plaintiff's Complaint, costs being assessed to the Plaintiff.

**Defendants Hereby Demand A Trial By Jury**

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS )
) SS
COUNTY OF WINNEBAGO )

RONALD A. BARCH, being first duly sworn on oath, deposes and states that he is one of the attorneys for the Defendants, BILL McGUIRE and CAROLYN McGUIRE, that he has read the foregoing Answer signed by him; that the allegations as to insufficient knowledge are true to the best of his knowledge and belief.



RONALD A. BARCH

Subscribed and sworn to before
me on _____.

_____
Notary Public

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

FILED
McHenry County, Illinois
AUG - 8 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

## RE-NOTICE OF MOTION

To: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

On **August 8, 2012 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Thomas A. Meyer** or any judge sitting in his stead, in courtroom 201 in the Circuit Court of McHenry County in Woodstock, Illinois and shall then and there present **PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**, a copy of which is hereby served upon you

## AFFIDAVIT OF SERVICE

I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on August 1, 2012 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney ID No. 30037

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-31-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

FILED
McHenry County, Illinois
JUL 31 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

## NOTICE OF MOTION

To: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

On **July 31, 2012 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Michael T. Caldwell** or any judge sitting in his stead, in courtroom 204 in the Circuit Court of McHenry County in Woodstock, Illinois and shall then and there present **PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**, a copy of which is hereby served upon you

## AFFIDAVIT OF SERVICE

I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on July 24, 2012 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney ID No. 30037

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-24-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
JUL 3 1 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG, Plaintiff, | ) | |
| vs. | ) | No. 12 LA 178 |
| DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually, Defendants. | ) | |

**PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**

NOW COME the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C. and for his Motion for Protective Order to preserve and protect the "chain saw" involved in the underlying occurrence along with all parts and accessories and manual/paperwork, and states as follows:

1. This suit arises from injuries suffered by the Plaintiff, PAUL DULBERG, on June 28, 2011, when he was negligently struck by a "chain saw" operated by DAVID GAGNON while working on behalf and/or at the request of the Defendants, CAROLINE McGUIRE and BILL McGUIRE at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

2. Plaintiff's counsel would like an opportunity to photograph and inspect the subject "chain saw" and any parts, accessories and manual/paperwork pertaining to the saw and moves that this court order the "saw and its parts and accessories and paperwork/manual be preserved and protected without destruction or loss until further order of this court."

WHEREFORE, the Plaintiff, PAUL DULBERG, respectfully moves this Court to enter a protective order against the Defendants, their agents, employees, staff and/or representatives and any others under it's control, and it's attorneys, to preserve and protect the chain saw and its parts and accessories and paperwork/manual, from any destruction, alterations, modifications, or other changes from its condition as presently exists, until further order of the court and to present the saw and its parts etc within 30 days hereof to the Plaintiff's counsel for inspection and photographing.

Respectfully Submitted:

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 W. Elm Street
McHenry, IL 60050
815/344-3797
ARDC. #06203684

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IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

FILED
McHenry County, Illinois
JUL 31 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

## NOTICE OF MOTION

To: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

On **July 31, 2012 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Michael T. Caldwell** or any judge sitting in his stead, in courtroom 204 in the Circuit Court of McHenry County in Woodstock, Illinois and shall then and there present **PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**, a copy of which is hereby served upon you

## AFFIDAVIT OF SERVICE

I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on July 24, 2012 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney ID No. 30037

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-24-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
JUL 3 1 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

**PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**

NOW COME the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C. and for his Motion for Protective Order to preserve and protect the "chain saw" involved in the underlying occurrence along with all parts and accessories and manual/paperwork, and states as follows:

1. This suit arises from injuries suffered by the Plaintiff, PAUL DULBERG, on June 28, 2011, when he was negligently struck by a "chain saw" operated by DAVID GAGNON while working on behalf and/or at the request of the Defendants, CAROLINE McGUIRE and BILL McGUIRE at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

2. Plaintiff's counsel would like an opportunity to photograph and inspect the subject "chain saw" and any parts, accessories and manual/paperwork pertaining to the saw and moves that this court order the "saw and its parts and accessories and paperwork/manual be preserved and protected without destruction or loss until further order of this court."

WHEREFORE, the Plaintiff, PAUL DULBERG, respectfully moves this Court to enter a protective order against the Defendants, their agents, employees, staff and/or representatives and any others under it's control, and it's attorneys, to preserve and protect the chain saw and its parts and accessories and paperwork/manual, from any destruction, alterations, modifications, or other changes from its condition as presently exists, until further order of the court and to present the saw and its parts etc within 30 days hereof to the Plaintiff's counsel for inspection and photographing.

Respectfully Submitted:

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 W. Elm Street
McHenry, IL 60050
815/344-3797
ARDC. #06203684

S:\Main\DULBERG. PAUL\Motions\Motion for Protective Order 7-24-12.wpd

COPY

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

## NOTICE OF MOTION

To: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

On **July 31, 2012 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Michael T. Caldwell** or any judge sitting in his stead, in courtroom 204 in the Circuit Court of McHenry County in Woodstock, Illinois and shall then and there present **PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**, a copy of which is hereby served upon you

## AFFIDAVIT OF SERVICE

I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on July 24, 2012 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney ID No. 30037

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-24-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

**PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**

NOW COME the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C. and for his Motion for Protective Order to preserve and protect the "chain saw" involved in the underlying occurrence along with all parts and accessories and manual/paperwork, and states as follows:

1. This suit arises from injuries suffered by the Plaintiff, PAUL DULBERG, on June 28, 2011, when he was negligently struck by a "chain saw" operated by DAVID GAGNON while working on behalf and/or at the request of the Defendants, CAROLINE McGUIRE and BILL McGUIRE at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

2. Plaintiff's counsel would like an opportunity to photograph and inspect the subject "chain saw" and any parts, accessories and manual/paperwork pertaining to the saw and moves that this court order the "saw and its parts and accessories and paperwork/manual be preserved and protected without destruction or loss until further order of this court."

WHEREFORE, the Plaintiff, PAUL DULBERG, respectfully moves this Court to enter a protective order against the Defendants, their agents, employees, staff and/or representatives and any others under it's control, and it's attorneys, to preserve and protect the chain saw and its parts and accessories and paperwork/manual, from any destruction, alterations, modifications, or other changes from its condition as presently exists, until further order of the court and to present the saw and its parts etc within 30 days hereof to the Plaintiff's counsel for inspection and photographing.

Respectfully Submitted:

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 W. Elm Street
McHenry, IL 60050
815/344-3797
ARDC. #06203684

S:\Main\DULBERG, PAUL\Motions\Motion for Protective Order 7-24-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

## RE-NOTICE OF MOTION

To: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

On **August 8, 2012 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Thomas A. Meyer** or any judge sitting in his stead, in courtroom 201 in the Circuit Court of McHenry County in Woodstock, Illinois and shall then and there present **PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**, a copy of which is hereby served upon you

## AFFIDAVIT OF SERVICE

I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on August 1, 2012 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney ID No. 30037

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-31-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

FILED
McHenry County, Illinois
JUL 31 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

## NOTICE OF MOTION

To: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

On **July 31, 2012 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Michael T. Caldwell** or any judge sitting in his stead, in courtroom 204 in the Circuit Court of McHenry County in Woodstock, Illinois and shall then and there present **PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**, a copy of which is hereby served upon you

## AFFIDAVIT OF SERVICE

I certify that I served this Notice by mailing to whom it is directed at approximately 5:00 p.m. on July 24, 2012 in McHenry, IL and further that the statements set forth in this Affidavit of Service are true and correct.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney ID No. 30037

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-24-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
JUL 31 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

| | | |
|---|---|---|
| PAUL DULBERG, Plaintiff, vs. | ) | No. 12 LA 178 |
| DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually, Defendants. | ) | |

**PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**

NOW COME the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C. and for his Motion for Protective Order to preserve and protect the "chain saw" involved in the underlying occurrence along with all parts and accessories and manual/paperwork, and states as follows:

1. This suit arises from injuries suffered by the Plaintiff, PAUL DULBERG, on June 28, 2011, when he was negligently struck by a "chain saw" operated by DAVID GAGNON while working on behalf and/or at the request of the Defendants, CAROLINE McGUIRE and BILL McGUIRE at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

2. Plaintiff's counsel would like an opportunity to photograph and inspect the subject "chain saw" and any parts, accessories and manual/paperwork pertaining to the saw and moves that this court order the "saw and its parts and accessories and paperwork/manual be preserved and protected without destruction or loss until further order of this court."

WHEREFORE, the Plaintiff, PAUL DULBERG, respectfully moves this Court to enter a protective order against the Defendants, their agents, employees, staff and/or representatives and any others under it`s control, and it's attorneys, to preserve and protect the chain saw and its parts and accessories and paperwork/manual, from any destruction, alterations, modifications, or other changes from its condition as presently exists, until further order of the court and to present the saw and its parts etc within 30 days hereof to the Plaintiff`s counsel for inspection and photographing.

Respectfully Submitted:

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 W. Elm Street
McHenry, IL 60050
815/344-3797
ARDC. #06203684

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POP 001036

POP 001037



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B0000109301





POP 001043



POP 001044











POP 001049

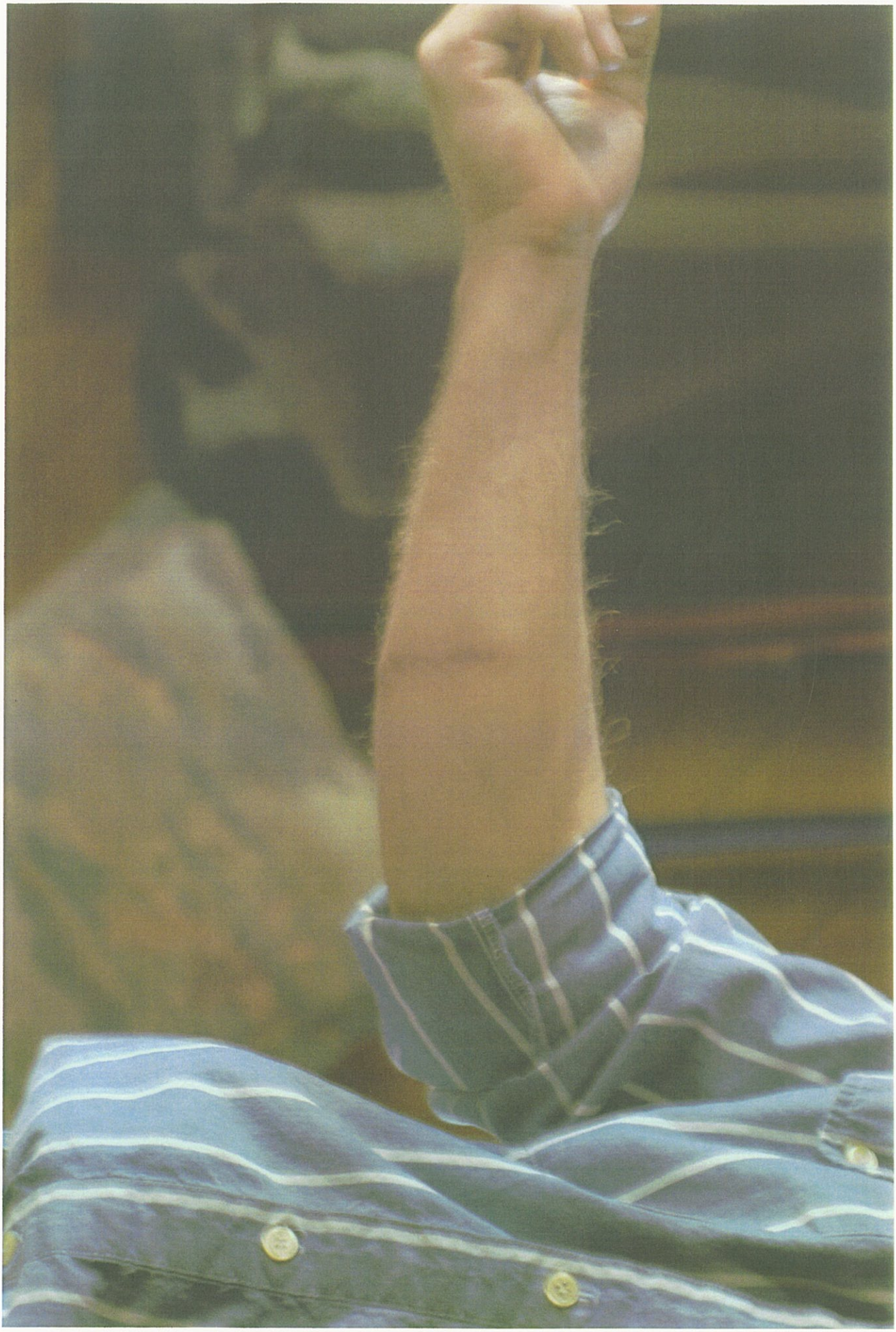


POP 001050





POP 001052





POP 001054





POP 001056




POP 001057




POP 001058



POP 001059



POP 001060



POP 001061



POP 001062



POP 001063



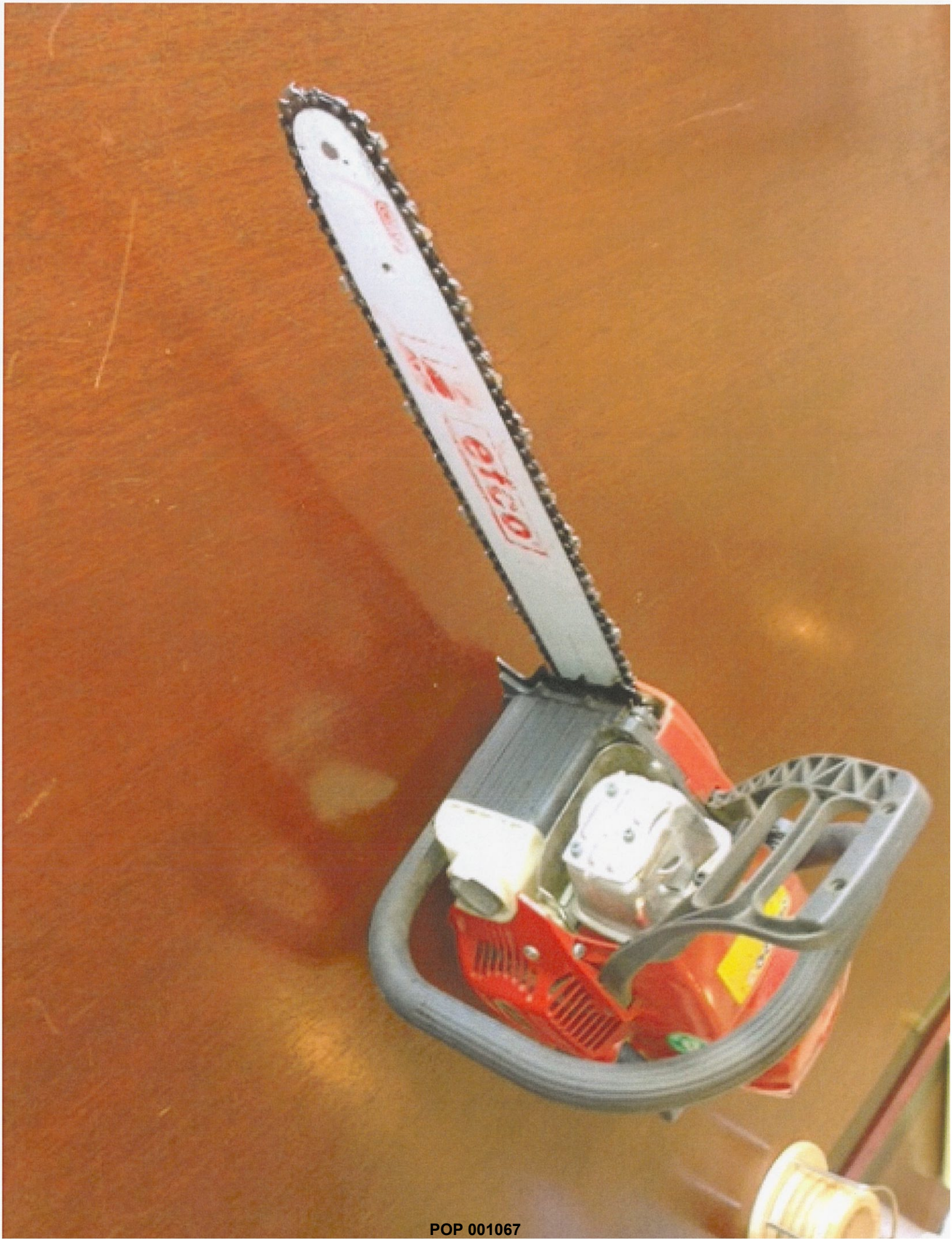

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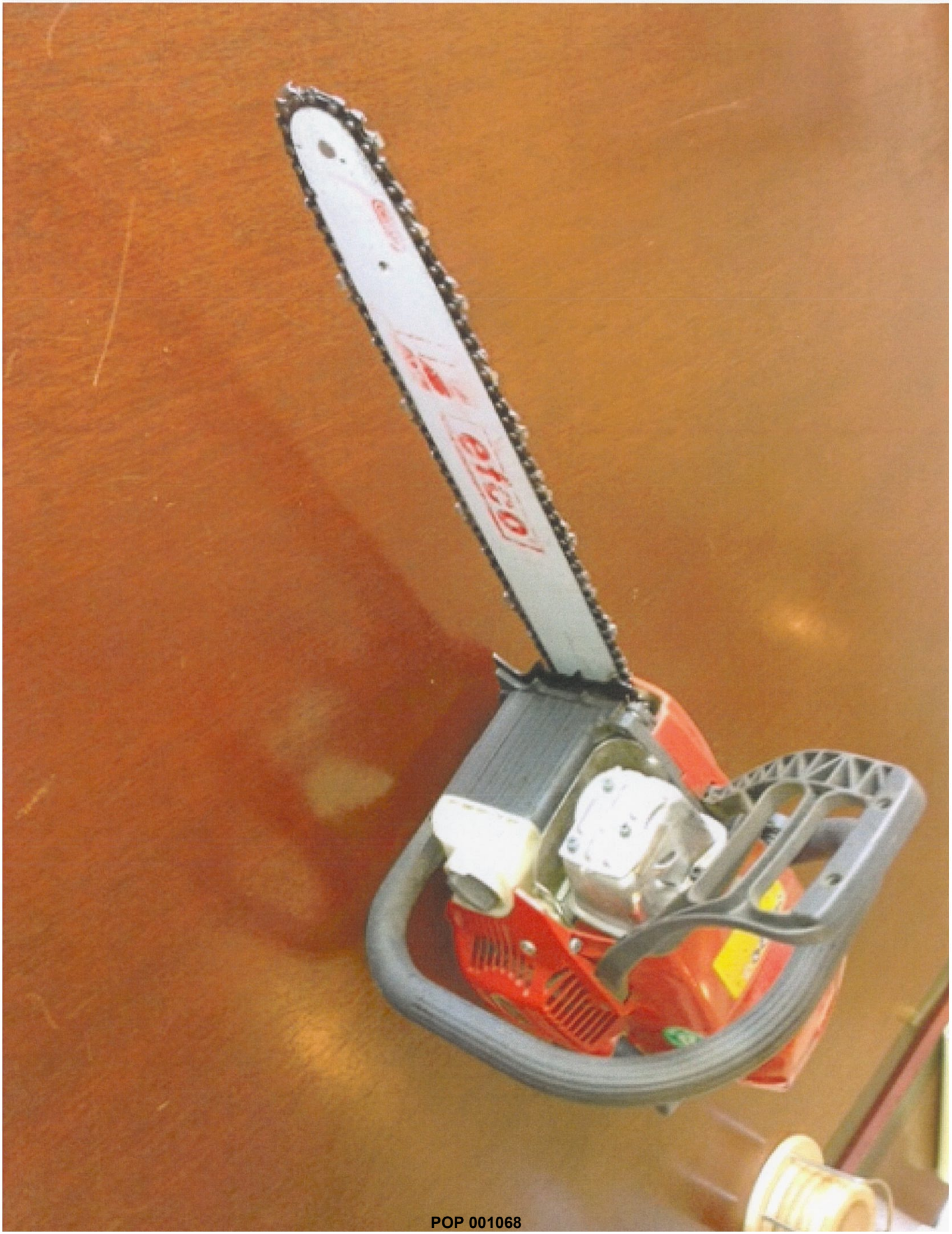
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POP 001066



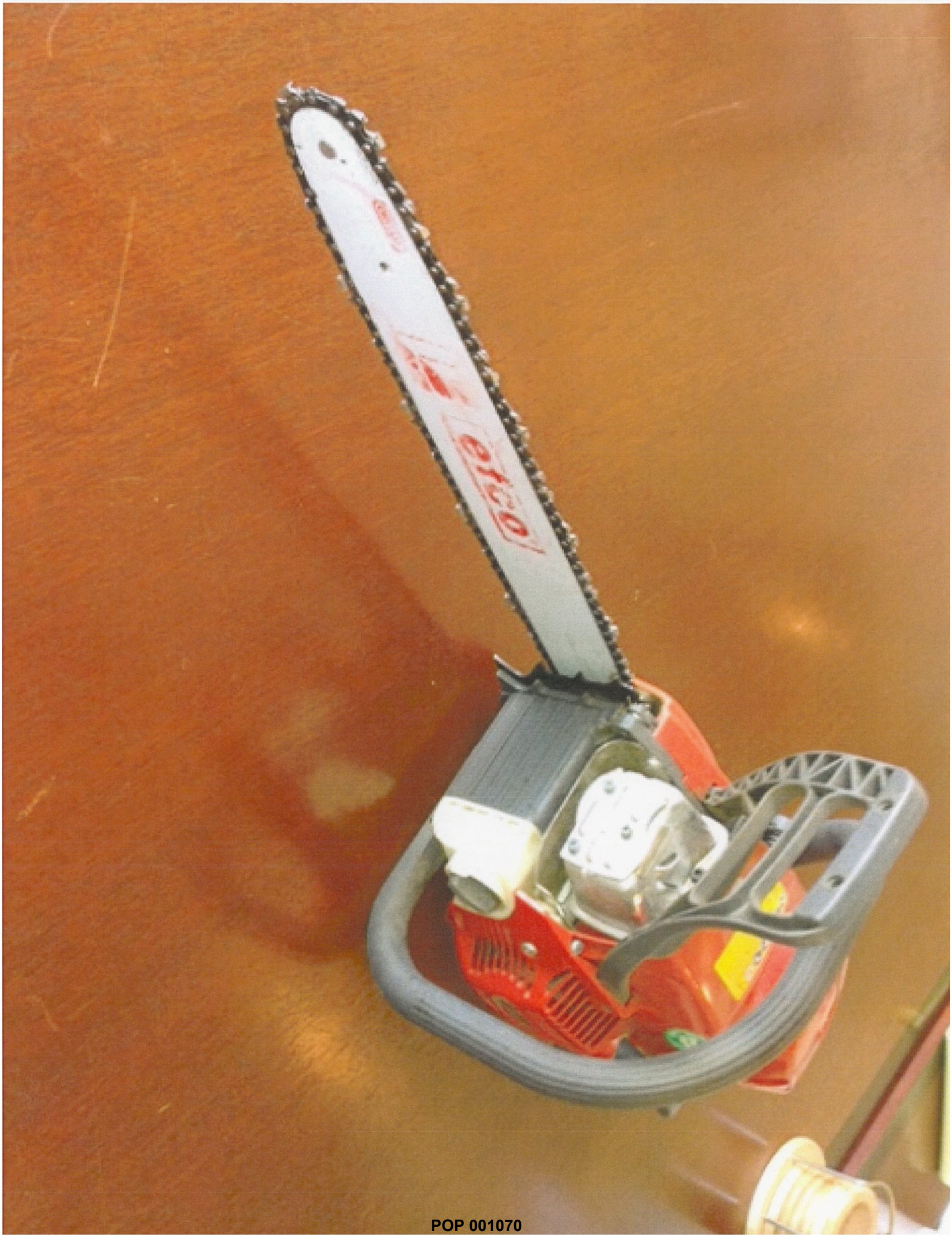
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POP 001072



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POP 001075



POP 001076



POP 001077



POP 001078



POP 001079



POP 001080



POP 001081




POP 001082




POP 001083




POP 001084




POP 001085




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POP 001090




POP 001091



POP 001092



POP 001093



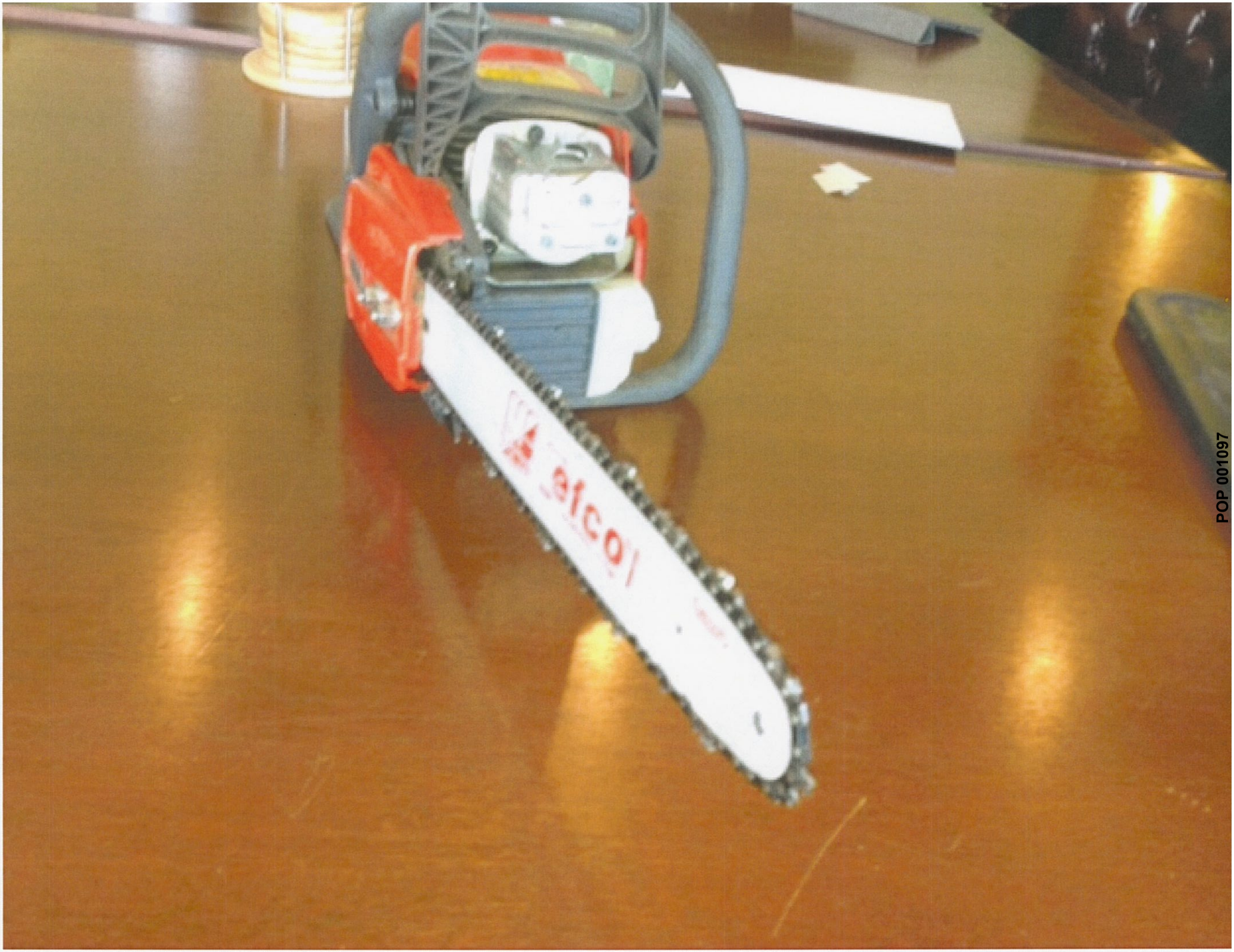
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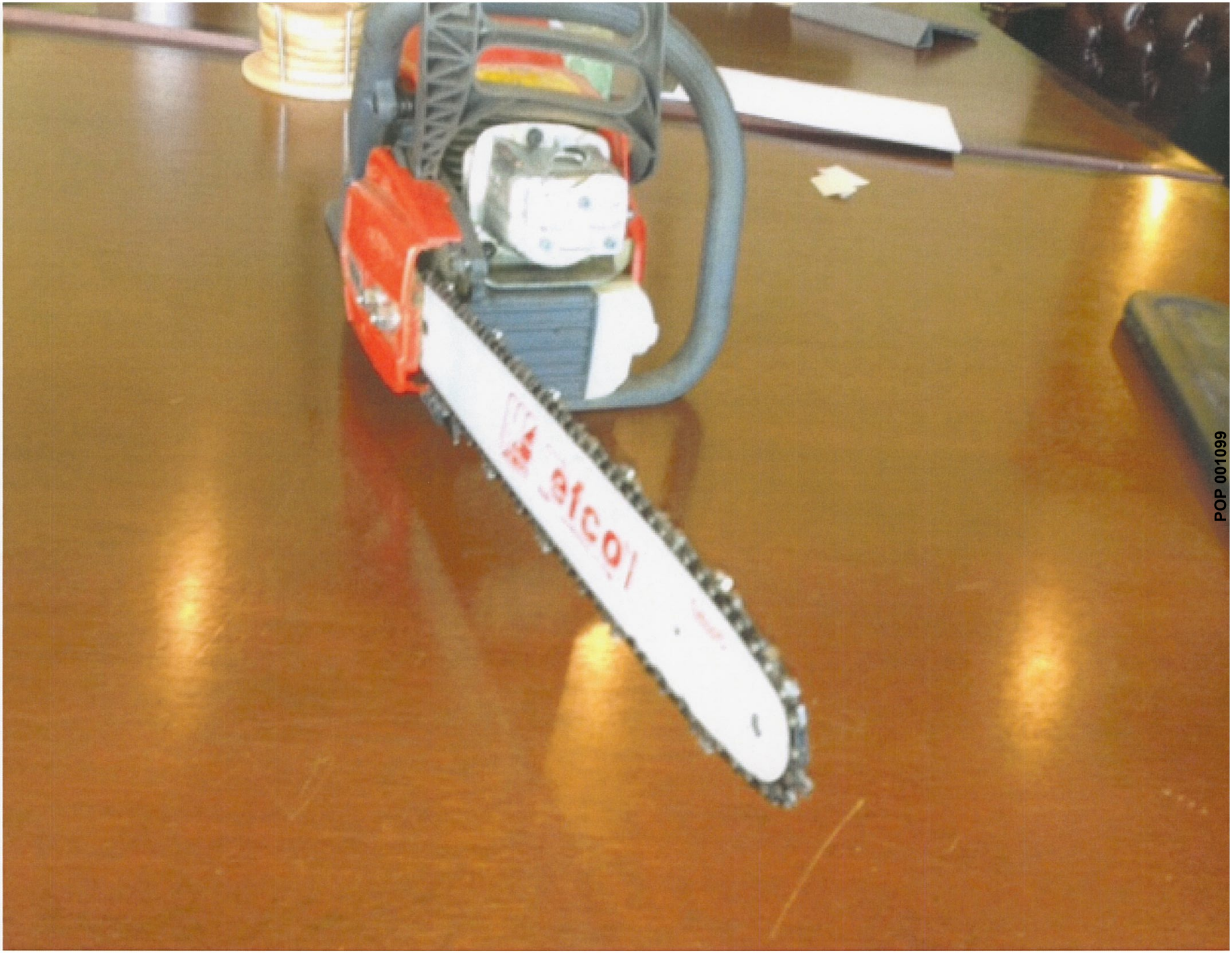
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POP 001097

POP 001098


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POP 001099




POP 001100


stihl
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POP 001102



POP 001103

POP 001104

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12 CA 176

☐ Jury ☐ Non-Jury

Dalberg vs. Bagnall et al.

Date 3/12/15 Plaintiff's Attorney Resnick Defendant's Attorney

**ORDER**

FILED
McHenry County, Illinois
MAR 13 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

This matter coming to be heard on plaintiff's Attorney, Law Office of Thomas Resnick's Motion to Withdraw with proper notice having been given and the court being fully advised in the premises it is ordered:

1. Law Office of Thomas Resnick Motion to Withdraw as Counsel for Plaintiff is granted.

2. Plaintiff Paul Dalberg shall have 21 days in which to retain new Counsel or file Supplementary Appearance

3 Matter is Continued to Apr. 10, 2015 (4/10/15) for Status of Plaintiff's New Appearance. (D)

Prepared by: R. Lauder-Resnick

Attorney for: Plaintiff

Attorney Registration No.: 6291737

4-4/9/15 pretrial is stricken.

Judge

SCANNED

POP 001105

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

P/L 1

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
FEB - 4 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12 LA 178
☐ Jury ☐ Non-Jury

Dulberg

vs. GAGNON

Date 2/04/15 Plaintiff's Attorney PoPouch Defendant's Attorney Lishosit

**ORDER**

This matter coming to be heard for status, IT IS HEREBY ORDERED:

(1) This matter is set for a pretrial settlement conference on April 9, 2015 at 1:30 p.m. in ~~C~~ 201.

**SCANNED**

Prepared by: PoPouch

Attorney for: PHF

Attorney Registration No.: _____ Judge _____

**CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT**

STATE OF ILLINOIS } SS
COUNTY OF MCHENRY }

FILED
McHenry County, Illinois
APR - 3 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

PAUL DUCBERRY

vs.

DAVID GAGNON, et al.

Date 4/3/13 Plaintiff's Attorney MAST Defendant's Attorney McGuire → Barch Gagnon → Acampado

**ORDER**

Counsel for all parties appearing, and the Court being advised that the McGuire Defendant's chainsaw and owner's manual were presented for inspection, photographing and copying on March 11, 2013,

IT IS ORDERED:

The Protective Order entered on August 17, 2012 is hereby modified and amended as follows:

The owners of said chain saw and associated parts, accessories, manuals and paperwork are free to use same in the ordinary course; provided, however, that owners shall not sell or otherwise dispose of parts, accessories, manuals or chainsaw without further order of the court.

**Prepared by:** _____

**Attorney for:** _____

**Attorney Registration No.:** _____ **Judge** _____

GAM

201
17

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

Dulberg vs. Gagnon

Date _____ Plaintiff's Attorney Mcd Defendant's Attorney _____

FILED
McHenry County, Illinois
DEC 12 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

**ORDER**

It is ordered:

(1) The case is continued for ~~status~~ and trial setting February 4, 2015 9:00am in 201. (D)

(2) Rule 213(f) witnesses to be disclosed by February 4, 2015.

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____

SCANNED

Judge _____

POP 001108

PSI #2

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Anthony
Plaintiff

vs

DAVID GAGNON, et al.
Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12 LA 178

FAXED 11/20

FILED
McHenry County, Illinois
NOV 21 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

# ORDER

☒ Plaintiff(s) appear in person/by ~~attorney~~ R. Lumbre - Rep.

☐ Defendant(s) appear in person/by attorney _____

☐ Summons not served; alias summons to issue; return date _____, 20____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ ___.m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☒ Plaintiff; ☐ Defendant; ☐ By Agreement; ☐ Court; to 12/12 2014, 20~~15~~ at 9:00 A m. for Status of 213(f)(3).

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute. disclosures

☐ Case dismissed with/without prejudice on Plaintiff's motion. pm. 2cl

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____ (D)

plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☐ **COURT FURTHER ORDERS:** _____

SCANNED

Date: _____

_____
Judge

CV-ORD13: Revised 10/01/08

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

November 21, 2014

**VIA FACSIMILE: 877/715-9317**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

* * Transmit Confirmation Report * *

P1 Nov 21 2014 11:42am

Sender:GUEST
TTl1:Law Offices T Popovich TTl Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
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| 18777159317 | FAX | Fine | 11/21 11:41am | 01'28" | 2 | * O K | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*


November 21, 2014

**VIA FACSIMILE: 877/715-9317**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure


*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

B1 It 4

Plaintiff

| Circuit Clerk Use Only |
|---|
| _____ ORD |
| _____ ORDJ |
| _____ ORDDWP |

vs

Case Number 14 LA 79

Defendant

FAXED 10/1

# ORDER

☒ Plaintiff(s) appear in person/by attorney R. Cuatro - Rosales

☐ Defendant(s) appear in person/by attorney _____

☐ Summons not served; alias summons to issue; return date _____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

FILED 20
McHenry County, Illinois
OCT - 1 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20___ at _____ ___.m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☑ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☐ By Agreement; ☐ Court; to 11/21, 2014 at 9:00 A.m. for Hard and Trial (D)

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

Setting Room 201

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☐ **COURT FURTHER ORDERS:** _____

SCANNED

Date: _____

Judge

CV-ORD13: Revised 10/01/08

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

October 1, 2014

**VIA FACSIMILE: 877/715-9317**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

* * Transmit Confirmation Report * *

P1 Oct 1 2014 01:51pm

Sender:GUEST
TTl1:Law Offices T Popovich TTI Number:1-815-344-5280

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| 18777159317 | FAX | Fine | 10/01 01:50pm | 01'30" | 2 | * O K | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*


October 1, 2014

**VIA FACSIMILE: 877/715-9317**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure


*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(5)

Dahlberg
Plaintiff

| Circuit Clerk Use Only |
|---|
| _____ ORD |
| _____ ORDJ |
| _____ ORDDWP |

vs

Gagnon
Defendant

Case Number 12LA000178

FAXED FILED

FILED
McHenry County, Illinois
AUG 13 2014
KATHLEEN A. ORTH
CIRCUIT CLERK

# ORDER

☒ Plaintiff(s) appear in person/by attorney _____

☐ Defendant(s) appear in person/by attorney _____

☐ Summons not served; alias summons to issue; return date _____, 20____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ .m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☐ By Agreement; ☐ Court; to Oct 1, 20 14 at 9:00 a.m. for trial setting.

(D)

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☐ **COURT FURTHER ORDERS:** _____

Date: SCANNED

Judge

CV-ORD13: Revised 10/01/08

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

August 13, 2014

**VIA FACSIMILE: 877/715-9317**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

* * Transmit Confirmation Report * *

P1 Aug 13 2014 01:00pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

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|---|---|---|---|---|---|---|---|
| 18777159317 | FAX | Fine | 08/13 12:59pm | 01'29" | 2 | * O K | |


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McHenry, Illinois 60050
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August 13, 2014

**VIA FACSIMILE: 877/715-9317**

Perry Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

RE: ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Accardo:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure




*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT #1, page 3

STATE OF ILLINOIS } SS
COUNTY OF MCHENRY }

FILED
McHenry County, Illinois
APR 16 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12A178

☑ Jury ☐ Non-Jury

PAUL DULBERG vs. DAVID GAGNON, et al

Date 4/16/14 Plaintiff's Attorney HANS MAST Defendant's Attorney RON BARCH - McGUIRES PERRY ACHARDO - GAGNON

**ORDER**

This cause coming on before the Court on the McGuire Defendants' Motion to Vacate Protective Order, counsel for Plaintiff & the movant present, and there being no objection,

IT IS ORDERED:

(1) The McGuire Defendants' motion to Vacate the Protective Order (entered on 8/8/12 and amended on 4/3/13) is heard and granted.

(2) Case shall remain set for 8/13/14 at 9:00 A.M.

SCANNED

Prepared by: RON BARCH

Attorney for: McGuire Defendants

Attorney Registration No.: 6209572

Judge

#2

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

DULBERG
Plaintiff

vs

GAGNON
Defendant

FILED
McHenry County, Illinois
APR - 4 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12LA178

# ORDER

☒ Plaintiff(s) appear in person/by attorney _____

☒ Defendant(s) appear in person/by attorney _____

☐ Summons not served; alias summons to issue; return date _____, 20____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ .m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☒ By Agreement; ☐ Court; to 8/13, 20 14 at 9:00 A m. for STATUS OF FILE/DISCOVERY

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $ ⓓ✓, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☐ **COURT FURTHER ORDERS:** _____

Date: 4/4/13

Judge

SCANNED

CV-ORD13: Revised 10/01/08

POP 001119

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

(2)

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
JAN - 3 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

Duberg vs. Gagnon

Date 1/3/14 Plaintiff's Attorney Matt Defendant's Attorney Acarla

**ORDER**

Now comes parties for case status:

It is ordered:

This cause is continued to April 4, 2014 at 9:00am in 201 for further status of discovery and trial setting. (D)

Prepared by:

Attorney for:

Attorney Registration No.: Judge

SCANNED

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

B1 # 2

Paul Dalberg
Plaintiff

vs

David Bajan. et al
Defendant

| Circuit Clerk Use Only |
|---|
| _____ ORD |
| _____ ORDJ |
| _____ ORDDWP |

Case Number 13 CA 178

# ORDER

☒ Plaintiff(s) appear in person/by attorney R Lumbra - Rep via

☒ Defendant(s) appear in person/by attorney Roy Accardo, Atty for Defendant

FILED
McHenry County, Illinois
OCT 30 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

☐ Summons not served; alias summons to issue; return date _____ 20

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☒ Case set for ☐ trial ☐ arbitration on _____, 20___ at _____ .m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☐ By Agreement; ☐ Court; to January 2, 20 14 at 9:00 A m. for Status Record.

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☐ **COURT FURTHER ORDERS:** _____

SCANNED

Date: _____

_____
Judge

CV-ORD13: Revised 10/01/08

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

FILED
McHenry County, Illinois
AUG 14 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12 LA 178

☐ Jury ☐ Non-Jury

Dunbar III vs. Gibson et al

Date 8/14/13 Plaintiff's Attorney T.F Defendant's Attorney

**ORDER**

This cause coming on for status on medical discovery, counsel for Plaintiff + the McGuire Defendants appearing, and the Court being advised,

IT IS ORDERED:

Cause is reset to 10/30/13 at 9:00 AM. for further status on medical discovery.

D ✓

**SCANNED**

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge _____

#5, p1

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

ILLINOIS
OF MCHENRY } SS

FILED
McHenry County, Illinois
JUN - 5 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12 LA 178
☐ Jury ☐ Non-Jury

Dulberg vs. Gagnon, et al.

Date 6-5-13 Plaintiff's Attorney ~~Hans Mast~~ R. Lumbar Defendant's Attorney Penny Accardo-Gagnon C. Bielstis for Ron Burch-McGuires

**ORDER**

This matter coming before the Court for status on non-medical fact discovery, all parties having notice and the Court being fully advised in the premises;

IT IS HEREBY ORDERED:

(1) Non-medical fact discovery is closed with the exception of witness Mike Stamas;

(2) The case is continued to 8-14-13 at 9 AM for status on F2 discovery. (D)

SCANNED

Prepared by: C. Bielstis (Ron Burch)

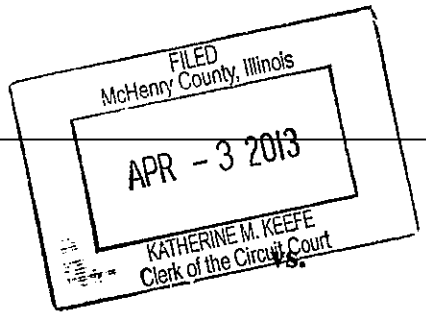
Attorney for: Defendants-McGuires

Attorney Registration No.: _____ Judge _____

POP 001123

CIRC[ ] COURT FOR THE 22ND JUDICIAL [ ]RCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS




GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

PAUL DULBERG vs. DAVID GAGNON, et al.

Date 4/3/13 Plaintiff's Attorney MAST Defendant's Attorney McGUIRES → BARCH GAGNON → ACCARDO

**ORDER**

Counsel for all parties appearing, and the Court being advised that the McGuire Defendants' chainsaw and owners' manual were presented for inspection, photographing and copying on March 11, 2013,

IT IS ORDERED:

The Protective Order entered on August 12, 2012 is hereby modified and amended as follows:

The owners of said chain saw and associated parts, accessories, manual and paperwork are free to use same in the ordinary course; provided, however, that owners shall not sell or otherwise discard parts, accessories, manuals or chainsaw without further order of the court.

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge _____

SCANNED



GAM

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12 LA 178

☐ Jury ☐ Non-Jury

PAUL DUCBERG vs. DAVID GAGNON etal

Date 4/3/13 Plaintiff's Attorney MAST Defendant's Attorney McGuires → BAECK GAGNON → Acca-do

**ORDER**

This cause coming on for status, counsel for all parties appearing, and the Court being advised,

IT IS ORDERED:

Cause is reset for status on the completion of fact discovery (non-medical) for 6/5/13 at 9:00 AM.

parties, arbitrators, witnesses

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge _____

**CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT**

STATE OF ILLINOIS } SS
COUNTY OF MCHENRY }

FILED
McHenry County, Illinois
JAN 30 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12 LA 178
☐ Jury ☐ Non-Jury

PAUL DUCBERG vs. DAVID GAGNON, et al.

Date 1/30/13 Plaintiff's Attorney MAST Defendant's Attorney BARCH → McGUIRE ACCARDO → GAGNON

**ORDER**

THIS CAUSE COMING ON FOR STATUS AND ON McGUIRE DEFENDANTS' MOTIONS FOR LEAVE TO AMEND ANSWER TO INCLUDE AFFIRMATIVE DEFENSES, MOTION FOR LEAVE TO FILE CROSS-CLAIM FOR CONTRIBUTION AND MOTION TO COMPEL AS TO DEFENDANT GAGNON, COUNSEL FOR ALL PARTIES APPEARING,

IT IS ORDERED:

(1) THE McGUIRE DEFENDANTS' MOTION FOR LEAVE TO ADD AFFIRMATIVE DEFENSE IS GRANTED;

(2) McGUIRE DEFENDANTS' MOTION TO FILE CROSS-CLAIM FOR CONTRIBUTION IS GRANTED;

(3) McGUIRE DEFENDANTS' MOTION TO COMPEL AS TO DEFENDANT GAGNON IS GRANTED; DEFENDANT GAGNON TO ANSWER WRITTEN DISCOVERY BY 2/4/13;

(4) CAUSE SET FOR A STATUS ON COMPLETION OF PARTY DEPOSITIONS FOR 4/3/13 at 9:00 AM.

SCANNED

(D)

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge _____

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Plaintiff

vs

Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number

FAXED

# ORDER

☒ Plaintiff(s) appear in person/by attorney

☐ Defendant(s) appear in person/by attorney

☐ Summons not served; alias summons to issue; return date _____, 20____

☐ Summons has been properly served on Defendant(s)

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

FILED
McHenry County, Illinois
NOV 28 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ ___.m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☒ By Agreement; ☐ Court; to 1/30, 20 13 at 9:00, A m. for Status of Discovery (P) Room 201 (P)

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☒ **COURT FURTHER ORDERS:** All Written Discovery shall be completed by 1/30/13

SCANNED

Date: _____

Judge

CV-ORD13: Revised 10/01/08

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

November 28, 2012

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Counselors:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Attys re Order 11-28-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
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| 13125589357 | Normal | 28:02:43pm | 0'29" | 2 | # O K | Brdcast |

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*Theresa M. Freeman*

November 28, 2012

**VIA FACSIMILE: 815/226-7701**

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6323 E. Riverside Blvd.
Rockford, IL 61114

**VIA FACSIMILE: 312/558-9357**

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Counselors:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

S:\MAST\DULBERG, PAUL\Letters\Letter to Attys re Order 11-28-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Dalberg
Plaintiff

vs

David Gagnon et al
Defendant

FAXED

Circuit Clerk Use Only
✓ ORD
ORDJ
ORDDWP

Case Number [redacted]

# ORDER

☒ Plaintiff(s) appear in person/by attorney R. Lumbra - Law Off. T. Reynolds

☒ Defendant(s) appear in person/by attorney _____

☐ Summons not served; alias summons to issue; return date _____ 20____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

FILED
McHenry County, Illinois
SEP 18 2012
KATHERINE M. KEEFE
CLERK OF THE CIRCUIT COURT

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ .m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☒ By Agreement; ☐ Court; to Nov 14, 2012 at 9:00 a.m. for Status - Ready.

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☐ **COURT FURTHER ORDERS:** _____

Date: _____

Judge

CV-ORD13: Revised 10/01/08

B 1 #3

IN THE CIRC[illegible] COURT OF THE TWENTY-SECOND [illegible]DICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Dulberg
Plaintiff

vs

DAVID BAGNOR et al
Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12 LA 08

# ORDER

☒ Plaintiff(s) appear in person/by attorney R. Lumbra - Law Of T. Patrick

☒ Defendant(s) appear in person/by attorney _____

☐ Summons not served; alias summons to issue; return date _____, 20____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

FILED
McHenry County, Illinois
SEP 18 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ ____.m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☒ By Agreement; ☐ Court; to Nov. 21, 2012 at 9:00 A m. for Status - Ready.

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☐ **COURT FURTHER ORDERS:** _____

Date: _____

Judge

CV-ORD13: Revised 10/01/08

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak†*
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

September 21, 2012

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Atty Barch re Order 9-21-12.wpd

*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

*†Also Licensed in Wisconsin*

** Transmit Conf. Report **

P.1
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Sep 21 2012 11:32am

| Fax/Phone Number | Mode | Start | Time | Page | Result | Note |
|---|---|---|---|---|---|---|
| 18152267701 | Normal | 21:11:30am | 1'36" | 3 | * O K | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*


September 21, 2012

**VIA FACSIMILE: 815/226-7701**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

RE: ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please find enclosed the court order entered in the above-reference matter by Judge Meyer.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

E:\data\DULBERG, PAUL\Letters\Letter to Atty Barch re Order 9-21-12.wpd


*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*


†*Also Licensed in Wisconsin*

P.2
#9

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dulberg
Plaintiff

vs

Cagnon
Defendant

FILED
McHenry County, Illinois
AUG - 8 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12 LA 178

# ORDER

☒ Plaintiff(s) appear in person/by attorney T. Freeman / Popovich

☐ Defendant(s) appear in person/by attorney Roa Barch

☐ Summons not served; alias summons to issue; return date _____, 20____

☐ Summons has been properly served on Defendant(s) _____

☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ .m. in Courtroom _____

☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.

☒ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☐ By Agreement; ☒ Court; to 9-18, 2012 at 9:00, a m. for Status.

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute. (P)

☐ Case dismissed with/without prejudice on Plaintiff's motion.

☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for $_____, plus interest of $_____ plus attorney fees of $_____ for a total of $_____ plus court costs.

☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).

☒ **COURT FURTHER ORDERS:** Plaintiff's Motion for Protective Order is granted as set forth in Plaintiff Motion.

Date: _____

/ Lonnie A. Meyer
Judge

CV-ORD13: Revised 10/01/08

# IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
# McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| **PAULO DULBERG** | ) | |
| | ) | |
| v | ) | **Case No. 12LA178** |
| | ) | |
| **DAVUID GAGNON, etc., et al.** | ) | |

## ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

_____Motion for Substitution of Judge: ____ by Right ____ for Cause

__X__ Recusal/Judicial Conflict (Reason) _____*Popovich firm*_____

_____Other: _____

**IT IS ORDERED:** that the above entitled case is referred to the office of the Presiding Judge for reassignment.

Dated: ____July 25, 2012_____ _____
JUDGE

## ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge;

**IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for _____

Status on August 8, 2012 at 9:00 a.m

__X__ Assigned to the Civil Division, Courtroom 201 (Judge Thomas A. Meyer currently assigned to that division/courtroom).

_____Assigned to the Honorable_____.

_____Case transferred to the Chief Judge for reassignment to a judge outside of McHenry County.

Dated: 7-25-12 _____
Chief Judge

Attorney Ronald Barch
6323 East Riverside Blvd
Rockford, IL 61114

Attorney Thomas Popovich
3416 W. Elm St.
McHenry, IL 60050

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: July 25 2012
Lesy Huffman

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

February 12, 2014

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire* (McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

Enclosed herewith you will find the settlement draft necessary to conclude the settlement between Mr. Dulberg and Bill and Carolyn McGuire. I am also providing you with a copy of the "Filed" stamped Good Faith Finding and Order of Dismissal.

Please feel free to call if you have any questions concerning the above or the enclosed. I otherwise wish you and Mr. Accardo well with the remainder of the case.

Very truly yours,

RONALD A. BARCH

RB:mj\42ltr.HAM
Encl.
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Perry Accardo

ORD

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

FILED
McHenry County, Illinois
JAN 2 2 2014

**GOOD FAITH FINDING AND ORDER OF DISMISSAL**

THIS CAUSE coming on to be heard on the Motion for Good Faith Finding and for Order of Dismissal with Prejudice filed by Defendants Bill McGuire and Carolyn McGuire, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire (improperly named Caroline) constitutes a fair and reasonable and good faith settlement within the meaning of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 0.01 et seq.

2. That the good faith settlement shall henceforth constitute a bar to any and all claims that Plaintiff Paul Dulberg and Defendant David Gagnon and other known or unknown tortfeasors may have against Defendants Bill McGuire and Carolyn McGuire on account of or arising out of the injuries, if any, sustained by Plaintiff Paul Dulberg as a result of the alleged chain saw accident that occurred on June 28, 2011, whether by way of original action, third party claim, cross-claim, counterclaim, claim for contribution or otherwise.

3. That Defendants Bill McGuire and Carolyn McGuire be and are hereby dismissed from the above-captioned lawsuit as party defendants and cross-claimants, with prejudice, and in bar of further suit.

4. That that there is no just reason to delay the enforcement or appeal of this good faith finding and order of dismissal.

DATED: _____

JUDGE Thomas A. Meyer

Prepared by:
Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

February 12, 2014

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

Attorney Perry A. Accardo
Law Office of Steven A. Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire* (McHenry County Case No. 12 LA 178)

Dear Counsel:

With my departure from the case I feel compelled to address the subject of the chain saw that was involved in Mr. Dulberg's injury. Early on in the case a protective order was entered which prohibited Mr. and Mrs. McGuire from destroying or otherwise disposing of the chain saw and any associated documentation. The primary purpose behind the order of protection was to preserve the chainsaw and associated documentation until such time that Plaintiff's counsel could inspect and photographs same.

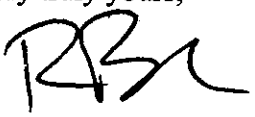
On March 20, 2013, the chain saw and owner's manual were made available for inspection and photographing. Plaintiff's counsel inspected and photographed the chainsaw. Plaintiff's counsel also secured a photocopy of the owner's manual.

On April 3, 2013, the protective order was modified to allow the Plaintiffs to use the subject chainsaw, owner's manual and associated paperwork in the ordinary course. The order further provides, however, that the owners may not destroy, dispose of, or sell the items without further order of the court.

Given the above, I am concerned about the possibility of a spoliation claim in the event the McGuires destroy, dispose of, or otherwise sell the chainsaw following my departure from the case. Please advise in writing whether you believe there is any reason to maintain the protective order as it currently exists. If not, I believe it makes sense to have the April 3, 2013 version of the protective order vacated.

I look forward to hearing from both of you at your earliest convenience.

Very truly yours,



RONALD A. BARCH

RB:mj\44ltr.OC
Encl.
CC Tom Malatia (13-2779-11)

FILED
NOV 15 2013
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,

Plaintiff,

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,

Defendants.

No. 12 LA 178

COPY

## PROOF OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that on the 13th day of November, 2013, the following described documents were served by mailing true and correct copies thereof in an envelope, addressed as is shown below, that said envelope was sealed, that sufficient U.S. postage for first-class mail was placed thereon, and the same was deposited in the U.S. Mail in McHenry, Illinois, at or about the hour of 5:00 p.m.

DOCUMENT DESCRIPTION: PLAINTIFF'S SUPPLEMENTAL ANSWERS TO INTERROGATORIES

ADDRESSED TO:

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

Perry Accardo
Law Office of Steven A.Lihosit
200 N. LaSalle Street, Suite 2550
Chicago, IL 60601-1092

HANS A. MAST, Attorney for Plaintiff

LAW OFFICES OF THOMAS J. POPOVICH
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney No. 6203684

# Law Offices of Thomas J. Popovich, P.C.
## Unbilled Costs by Job
All Transactions

| Type | Num | Date | Source Name | Memo | Account | Amount |
|---|---|---|---|---|---|---|
| **Dulberg, Paul** | | | | | | |
| Check | 19289 | 12/13/2011 | Copy-Rite, Inc | Dulberg - records from Centegra McHenry | Costs Advanced | 62.10 |
| Check | 1817 | 5/3/2012 | Associated Neurology | Dulberg - Medical Records | Costs Advanced | 33.17 |
| Check | 1918 | 5/9/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | 0.00 |
| Check | 1938 | 5/10/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | 241.00 |
| Check | 2084 | 6/12/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 0.00 |
| Bill | CH REQ ... | 8/23/2012 | Dynamic Hand & Physical Therapy | Med Records-DULBERG, PAUL-fr Dynamic Hand & Phys Ther | Costs Advanced | 58.56 |
| Check | 2576 | 9/17/2012 | MDS Investigations, Inc. | Dulberg - Personal Services | Costs Advanced | 115.00 |
| Check | 2702 | 9/26/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 14.68 |
| Check | 2785 | 10/8/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 6.56 |
| Check | 3096 | 11/26/2012 | Midwest ROI | Dulberg - Medical Records | Costs Advanced | 46.25 |
| Check | 3129 | 11/29/2012 | Minuteman Press of McHenry | Dulburg - Copies | Costs Advanced | 9.75 |
| Check | 3177 | 12/4/2012 | Northwest Community Hospital | Dulberg - Medical Records | Costs Advanced | 76.27 |
| Check | 3178 | 12/4/2012 | MidAmerica Hand to Shoulder Clinic | Dulberg - Medical Billing | Costs Advanced | 20.00 |
| Bill | 13870 | 2/4/2013 | Urbanski Reporting Company, Inc. | Deposition-DULBERG-dep of Gagnon | Costs Advanced | 772.90 |
| Check | 3557 | 2/25/2013 | Michael McArtor | Dulberg - Subpoena for Deposition | Costs Advanced | 35.00 |
| Check | 4317 | 7/2/2013 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | 86.75 |
| Check | 4399 | 7/9/2013 | Urbanski Reporting Company, Inc. | Dulberg - Deposition | Costs Advanced | 972.10 |
| Bill | 80587 | 11/19/2013 | Minuteman Press of McHenry | 163 B/W copies - Dulberg | Costs Advanced | 35.45 |
| Bill | 11-21-13 | 11/21/2013 | Deb Fisher | Deposition - DULBERG, PAUL - Dep of P Dulberg | Costs Advanced | 453.20 |
| Bill | 80723 | 12/11/2013 | Minuteman Press of McHenry | 225 b/w copies | Costs Advanced | 33.75 |
| Bill | 83076 | 1/22/2015 | Minuteman Press of McHenry | Copy Service Fees - Job 129152 | Costs Advanced | 6.15 |
| Total Dulberg, Paul | | | | | | 3,078.64 |
| **TOTAL** | | | | | | **3,078.64** |

POP 001142

Dulberg

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*Robert J. Lumber*

April 2, 2015

Brad Balke
Balke Law Office
542 S. Dearborn, Suite 310
Chicago, IL 60605

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Brad:

Please find enclosed Mr. Dulberg's medical expense report in the above-referenced matter.

Very truly yours,

COPY

**HANS A. MAST**

smq
Enclosure



*Waukegan Office*
*210 North Martin Luther King Jr. Avenue*
*Waukegan, IL 60085*

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO. 12LA000178

**NOTICE OF NAME CHANGE**

TO: Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Attorney for Plaintiff(s) Paul Dulberg

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

Attorney for Co-Defendants, Caroline and Bill McGuire

YOU ARE HEREBY NOTIFIED, that effective April 15, 2013, the Law Office of M. Gerard Gregoire will change its name, address and fax number to:

LAW OFFICE OF STEVEN A. LIHOSIT
200 N. LaSalle St., Ste 2550
Chicago, IL 60601
Telephone: 312-558-9800

Facsimile: 877-715-9317

**PROOF OF SERVICE BY MAIL**

I, PERRY A. ACCARDO, the attorney, certify that I served this notice by mailing a copy to the above named attorney(s), at the above address(s), and depositing the same in the U.S. mail at 200 North LaSalle St, Ste 2650, Chicago, Illinois, at 4:30 p.m., on 4/17/13, with proper postage prepaid.

LAW OFFICE OF STEVEN A. LIHOSIT
200 N. LaSalle St., Ste 2550
Chicago, IL 60601
Telephone: 312-558-9821
ATTORNEY Bar Number: 6228720

Signature

COPY

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
FEB - 6 2013
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

PAUL DULBERG,

Plaintiff,

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,

Defendants.

No. 12 LA 178

## NOTICE OF FILING

TO: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

YOU ARE HEREBY NOTIFIED that on February 4, 2013, or soon thereafter, there was filed with the Clerk of the Circuit Court of McHenry County, 2200 N. Seminary Avenue, Woodstock, Illinois, **PLAINTIFF'S REPLY TO DEFENDANTS, BILL AND CAROLYN MCGUIRE'S AFFIRMATIVE DEFENSE,** a copy of which is attached hereto.

## CERTIFICATE OF SERVICE

I certify that I served this Notice by mailing a copy to whom it is directed at the address above indicated by depositing it in the U.S. Mail in McHenry, Illinois before 5:00 p.m. on February 4, 2013.

HANS A. MAST, Attorney For Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, Illinois 60050
(815) 344-3798
Attorney No. 6203684

S:\Main\DULBERG, PAUL\Notices\Notice of Filing 2-4-13.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

FILED
FEB - 6 2013
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

**PLAINTIFF'S REPLY TO DEFENDANTS, BILL AND CAROLYN MCGUIRE'S AFFIRMATIVE DEFENSE IN THEIR AMENDED ANSWER**

NOW COMES, the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and for her reply to Defendants, Bill and Carolyn McGuire's Affirmative Defense in their Amended Answer, states as follows:

1. Plaintiff denies each and every allegation contained in the affirmative defense of Defendants, Bill and Carolyn McGuire.

WHEREFORE, the Plaintiff, PAUL DULBERG, moves for judgment in his favor and against the Defendants, Bill and Carolyn McGuire plus costs.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, Illinois 60050
(815) 344-3797
Attorney No. 6203684

S:\Main\DULBERG, PAUL\Documents\Reply to Aff Defenses of Def McGuire 2-4-13.wpd

COPY

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

FILED
OCT - 1 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

## NOTICE OF FILING

TO: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

YOU ARE HEREBY NOTIFIED that on September 27, 2012, or soon thereafter, there was filed with the Clerk of the Circuit Court of McHenry County, 2200 N. Seminary Avenue, Woodstock, Illinois, **PLAINTIFF'S REPLY TO DEFENDANT, DAVID GAGNON'S AFFIRMATIVE DEFENSE,** a copy of which is attached hereto.

## CERTIFICATE OF SERVICE

I certify that I served this Notice by mailing a copy to whom it is directed at the address above indicated by depositing it in the U.S. Mail in McHenry, Illinois before 5:00 p.m. on September 28 2012.

HANS A. MAST, Attorney For Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, Illinois 60050
(815) 344-3798
Attorney No. 6203684

S:\Main\DULBERG, PAUL\Notices\Notice of Filing 9-27-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

FILED
OCT - 1 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

**PLAINTIFF'S REPLY TO DEFENDANT, DAVID GAGNON'S AFFIRMATIVE DEFENSE**

NOW COMES, the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and for her reply to Defendant, David Gagnon's Affirmative Defense, states as follows:

1. Plaintiff denies each and every allegation contained in the affirmative defense of Defendant, David Gagnon.

WHEREFORE, the Plaintiff, PAUL DULBERG, moves for judgment in his favor and against the Defendant, David Gagnon plus costs.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, Illinois 60050
(815) 344-3797
Attorney No. 6203684

S:\Main\DULBERG, PAUL\Documents\Reply to Aff Defenses of Def Gagnon 9-27-12.wpd

COPY

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

**NOTICE OF FILING**

TO: Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

Perry Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle Street, Suite 2650
Chicago, IL 60601-1092

YOU ARE HEREBY NOTIFIED that on September 27, 2012, or soon thereafter, there was filed with the Clerk of the Circuit Court of McHenry County, 2200 N. Seminary Avenue, Woodstock, Illinois, **PLAINTIFF'S REPLY TO DEFENDANT, DAVID GAGNON'S AFFIRMATIVE DEFENSE,** a copy of which is attached hereto.

**CERTIFICATE OF SERVICE**

I certify that I served this Notice by mailing a copy to whom it is directed at the address above indicated by depositing it in the U.S. Mail in McHenry, Illinois before 5:00 p.m. on September 27 2012.

HANS A. MAST, Attorney For Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, Illinois 60050
(815) 344-3798
Attorney No. 6203684

S:\Main\DULBERG, PAUL\Notices\Notice of Filing 9-27-12.wpd

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

**PLAINTIFF'S REPLY TO DEFENDANT,**
**DAVID GAGNON'S AFFIRMATIVE DEFENSE**

NOW COMES, the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and for her reply to Defendant, David Gagnon's Affirmative Defense, states as follows:

1. Plaintiff denies each and every allegation contained in the affirmative defense of Defendant, David Gagnon.

WHEREFORE, the Plaintiff, PAUL DULBERG, moves for judgment in his favor and against the Defendant, David Gagnon plus costs.

Hans A. Mast, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 West Elm Street
McHenry, Illinois 60050
(815) 344-3797
Attorney No. 6203684

S:\Main\DULBERG, PAUL\Documents\Reply to Aff Defenses of Def Gagnon 9-27-12.wpd

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON**

The Defendants, BILL McGUIRE and CAROLYN McGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their cross-claim for counterclaim for contribution against Defendant David Gagnon, state as follows:

1. Plaintiff PAUL DULBERG has filed a two-count complaint against Defendants David Gagnon, Bill McGuire and Carolyn McGuire seeking damages for injuries he attributes to a chainsaw incident that purportedly occurred on June 28, 2011in the County of McHenry, State of Illinois.

2. The chainsaw incident set forth in Plaintiff's Complaint purportedly occurred on a residential parcel owned by Defendants Bill McGuire and Carolyn McGuire.

3. Defendants Bill McGuire and Carolyn McGuire were not present in the vicinity of the chainsaw incident when it occurred.

4. At the time of the alleged chainsaw incident, Plaintiff PAUL DULBERG was assisting Defendant David Gagnon as Defendant Gagnon was cutting and trimming trees and branches with a chainsaw.

5. At said time and place, Defendant David Gagnon owed a duty to exercise reasonable care at all times to avoid causing injury and property damages to others.

6. On the date and in the location set forth in Plaintiff's Complaint, the chainsaw being then and there operated by Defendant David Gagnon made contact with the right arm of Plaintiff PAUL DULBERG.

7. At the time and place alleged, notwithstanding his aforementioned duty, Defendant David Gagnon was then and there guilty of one or more of the following negligent acts and/or omissions:

a. Caused or permitted a chainsaw to make contact with Plaintiff's right arm;

b. Failed to operate said chainsaw in a safe and reasonable manner so as to avoid injuring Plaintiff's right arm;

c. Failed to maintain a reasonable and safe distance between the chainsaw he was operating and Plaintiff's right arm;

d. Failed to properly instruct Plaintiff prior to approaching him with an operating chainsaw;

e. Failed to properly warn Plaintiff prior to approaching him with an operating chainsaw;

f. Failed to maintain the chainsaw in the idle or off position when he knew or should have known that Plaintiff was close enough to sustain injury from direct contact with the subject chainsaw;

g. Failed to maintain a proper lookout for Plaintiff while operating the subject chainsaw;

h. Failed to maintain proper control over an operating chainsaw;

i. Was otherwise negligent in the operation and control of the subject chainsaw.

8. That the injuries alleged by Plaintiff PAUL DULBER, if any, were the direct and proximate result of negligence on the part of Defendant David Gagnon.

9. By virtue of those aforesaid actions, Defendant David Gagnon is a joint tortfeasor within the meaning of the Illinois Contribution Among Joint Tortfeasors Act (740 ILCS 100/0.01, et seq.) which was in full force and effect on the date of the occurrence and, as such, the State of

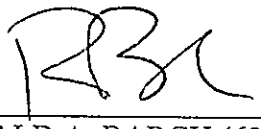
Illinois recognizes the right of contribution among joint tortfeasors.

9. Should the Defendants Bill McGuire and Carolyn McGuire be found liable for the injuries to Plaintiff PAUL DULBERG, Defendants Bill McGuire and Carolyn McGuire are entitled to contribution from Defendant David Gagnon for that portion of the total recoveries, if any, by Plaintiff PAUL DULBERG that the Defendants Bill McGuire and Carolyn McGuire are required to pay in excess of their pro rata share of the liability pursuant to the aforesaid Illinois Contribution Among Joint Tortfeasors Act.

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, demand judgment in their favor and against Defendant David Gagnon for any and all sums for which Defendants BILL McGUIRE and CAROLYN McGUIRE may be held liable to Plaintiff PAUL DULBERG, in excess of their pro rata share.

**Defendants Hereby Demands A Trial By Jury**

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By 
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 11/25/13.

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**AMENDED ANSWER AND AFFIRMATIVE DEFENSE BY DEFENDANTS BILL McGUIRE AND CAROLYN McGUIRE** |

## DEFENDANTS' ANSWER

### ANSWER TO COUNT I

Defendants, BILL McGUIRE and CAROLYN McGUIRE, make no response to Count I of Plaintiff's Complaint inasmuch as said allegations are directed at a separate and distinct Defendant.

### ANSWER TO COUNT II

Defendants, BILL McGUIRE AND CAROLYN McGUIRE (improperly named Caroline), by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Answer to Count I of Plaintiff's Complaint, state as follows:

1. Defendants admit the allegations of paragraph one (1).
2. Defendants admit that on June 28, 2011, they owned and lived in a single family home located at 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois. Defendants neither admit nor deny the remaining allegations set forth in paragraph two (2) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.
3. Defendants deny the allegations of paragraph three (3).
4. Defendants deny the allegations of paragraph four (4).

5. Defendants admit that on June 28, 2011, Defendant David Gagnon was engaged in cutting, trimming and maintaining trees and brush on the premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois. Defendants admit that David Gagnon was doing so at their request, with their authority and permission and for their benefit. Defendants deny the remaining allegations of paragraph five (5).

6. Defendants admit that Defendant David Gagnon used a chain saw from time to time on June 28, 2011. Defendants admit that they owned a chain saw on June 28, 2011. Defendants deny the remaining allegations of paragraph six (6).

7. Defendants deny the allegations of paragraph seven (7).

8. Defendants deny the allegations of paragraph eight (8).

9. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations set forth in paragraph nine (9). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

10. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations of paragraph ten (10). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

11. Defendants deny the allegations of paragraph eleven (11).

12. Defendants deny the allegations of paragraph twelve (12).

13. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations of paragraph thirteen (13). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

14. The answering Defendants were not present and therefore lack sufficient

information upon which to form a belief as to the truth of the allegations of paragraph fourteen (14). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

15. Defendants make no response to the allegations set forth in paragraph fifteen (15) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

16. Defendants admit that at all relevant times they owned and lived in the premises that are the subject of Plaintiff's Complaint. Defendants neither admit nor deny the remaining allegations set forth in paragraph sixteen (16) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

17. Defendants make no response to the allegations set forth in paragraph fifteen (15) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

18. Defendants deny the allegations of paragraph eighteen (18).

19. Defendants admit that Defendant David Gagnon used a chain saw from time to time on June 28, 2011. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to whether Defendant David Dagnon was operating a chain saw with the assistance of Plaintiff Paul Dulberg. Defendants neither admit nor deny the remaining allegations set forth in paragraph nineteen (19) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

20. Defendants make no response to the allegations set forth in paragraph twenty (20) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

21. Defendants deny the allegations of paragraph twenty-one (21).

22. Defendants deny the allegations of paragraph twenty-two (22).

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, pray the court dismiss Count I of Plaintiff's Complaint and enter judgment for the Defendants for their costs of suit.

**Defendants Hereby Demand A Trial By Jury**

**DEFENDANTS' AFFIRMATIVE DEFENSE**

The Defendants, BILL McGUIRE and CAROLYN McGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Affirmative Defense to Count II of Plaintiff's Complaint, state as follows:

1. That on the date and at the place alleged in the Plaintiff's Complaint, the Plaintiff, PAUL DULBERG, was guilty of negligence by failing to exercise due care and caution for his own safety, in that he:

a. Failed to use due care and caution as he assisted Defendant David Gagnon during the trimming and cutting of trees and branches.

b. Failed to use due care and caution as he assisted Defendant David Gagnon during the trimming and cutting of trees and branches when he knew and appreciated the dangers associated with chainsaw usage.

c. Was inattentive and unobservant to surrounding conditions and dangers as he assisted Defendant David Gagnon during the trimming and cutting of trees and branches.

d. Notwithstanding a reasonable opportunity to do so, failed to maintain a safe distance between himself and an operating chainsaw.

e. Was otherwise careless and negligent as will be demonstrated by the evidence at trial.

2. That by reason of the aforesaid negligence of the Plaintiff, PAUL DULBERG, and as a direct and proximate result thereof, the Plaintiff sustained the damages claimed.

3. That pursuant to the Illinois Code of Civil Procedure, Section 5/2-613(d) and Section 5/2-1116, the Complaint of PAUL DULBERG should be dismissed in that the contributory

fault on the part of the Plaintiff was more than 50 percent and, therefore, PAUL DULBERG's Complaint is barred.

4. Or, in the alternative, that any verdict against the Defendants, BILL McGUIRE and CAROLYN McGUIRE, should be reduced in direct proportion to the percentage of PAUL DULBERG's contributory negligence causing his claimed injuries.

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, moves this Court for an Order dismissing Count I of Plaintiff's Complaint, costs being assessed to the Plaintiff.

**Defendants Hereby Demand A Trial By Jury**

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS )
) SS
COUNTY OF WINNEBAGO )

RONALD A. BARCH, being first duly sworn on oath, deposes and states that he is one of the attorneys for the Defendants, BILL McGUIRE and CAROLYN McGUIRE, that he has read the foregoing Answer signed by him; that the allegations as to insufficient knowledge are true to the best of his knowledge and belief.

RONALD A. BARCH

Subscribed and sworn to before
me on 1-25-13.

Tina A. Fink
Notary Public

OFFICIAL SEAL
TINA A FINK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/05/14

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

COPY
FILED
MAY 15 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

STATE OF ILLINOIS )
)SS
COUNTY OF McHENRY )

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,

Plaintiff,

vs. No.: 12LA178

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendants.

**COMPLAINT**

NOW COMES the Plaintiff, PAUL DULBERG, by his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and complaining against the Defendants, DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE, and CAROLINE McGUIRE and BILL McGUIRE, individually, and states as follows:

**Count I**

**Paul Dulberg vs. David Gagnon, individually, and as Agent of Caroline and Bill McGuire**

1. On June 28, 2011, the Plaintiff, PAUL DULBERG, lived in the City of McHenry, County of McHenry, Illinois.

2. On June 28, 2011, Defendants CAROLINE McGUIRE and BILL McGUIRE lived, controlled, managed and maintained a single family home located at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

NOTICE
BY LOCAL RULE 3.10
THIS CASE IS HEREBY SET FOR SCHEDULING
CONFERENCE IN COURTROOM 204 ON
7/18 20 12, AT 9 AM PM
FAILURE TO APPEAR MAY RESULT IN THE CASE
BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

NOTICE
BY LOCAL RULE 3.10
THIS CASE IS HEREBY SET FOR SCHEDULING
CONFERENCE IN COURTROOM ON
20 , AT AM PM
FAILURE TO APPEAR MAY RESULT IN THE CASE
BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

3. On June 28, 2011, the Defendant, DAVID GAGNON, was living and/or staying at his parent's home at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

4. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE contracted, hired the Defendant, DAVID GAGNON, to cut down, trim and/or maintain the trees and brush at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

5. On June 28, 2011, and at the request and with the authority and permission of the Defendants CAROLINE McGUIRE and BILL McGUIRE, and for their benefit, the Defendant, DAVID GAGNON, was working under their supervision and control while engaged in cutting, trimming and maintaining trees and brush at the premises at 1016 W. Elder Avenue, in the City of McHenry. County of McHenry, Illinois.

6. On June 28, 2011, as part of his work at the subject property, the Defendant, DAVID GAGNON, was authorized, instructed, advised and permitted to use a chainsaw to assist him in his work for Defendants, CAROLINE McGUIRE and BILL McGUIRE, which was owned by the McGuires.

7. On June 28, 2011, the Defendant, DAVID GAGNON, was under the supervision and control of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was working as their apparent and actual agent, and was then acting and working in the scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE.

8. On June 28, 2011, and while the Defendant, DAVID GAGNON, was working in the course and scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was under their supervision and control, Defendant, DAVID GAGNON was in use of a chainsaw while trimming a tree and branch.

9. On June 28, 2011, and while Defendant, DAVID GAGNON, was in use of a chainsaw while trimming a tree and branch, Defendant, DAVID GAGNON, asked for and/or requested the assistance of the Plaintiff, PAUL DULBERG, to hold the tree branch while Defendant, DAVID GAGNON, trimmed the branch with the chainsaw.

10. On June 28, 2011, and while Defendant, DAVID GAGNON, was in sole control, use and operation of the subject chainsaw, the chainsaw was caused to strike and injure the Plaintiff, PAUL DULBERG.

11. At all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew of Defendant, DAVID GAGNON's use of the chainsaw in the presence of the Plaintiff, PAUL DULBERG, and knew that such created a danger to the Plaintiff, PAUL DULBERG's safety.

12. That at all relevant times, the Defendants, DAVID GAGNON, as agent of CAROLINE McGUIRE and BILL McGUIRE, owed a duty to use care and caution in his operation of a known dangerous instrumentality.

13. On June 28, 2011, the Defendant, DAVID GAGNON, was negligent in one or more of the following ways:

a. Failed to maintain control over the operating of the chainsaw;

b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;

c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant, DAVID GAGNON's inability to control the chainsaw;

d. Failed to keep a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;

e. Otherwise was negligent in operation and control of the chainsaw.

14. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

15. That at the above time and date, the Defendant's negligence can be inferred from the circumstances of the occurrence as the instrument of the injury was under the control of the Defendant and therefore, negligence can be presumed under the doctrine of *Res Ipsa Loquitur*.

WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants, DAVID GAGNON, and CAROLINE McGUIRE and BILL McGUIRE in an amount in excess of $50,000.00, plus costs of this action.

**Count II**

**Paul Dulberg vs. Caroline McGuire and Bill McGuire**

1 - 15. That the Plaintiff, PAUL DULBERG, restates and realleges paragraphs 1 through 14, in Count I, above, as paragraphs 1 through 15 of Count II, as if fully alleged herein.

16. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, owned, controlled, maintained and supervised the premises whereat the accident to the Plaintiff, PAUL DULBERG, occurred.

17. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were in control of and had the right to advise, instruct and demand that the Defendant, DAVID GAGNON, act or work in a safe and reasonable manner.

18. That at all relevant times, the Defendant, DAVID GAGNON, was acting as the agent, actual and apparent, of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was acting at their request and in their best interests and to their benefit as in a joint enterprise.

19. That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew DAVID GAGNON was operating a chainsaw with the assistance of the Plaintiff, PAUL DULBERG, and had the right to discharge or terminate the Defendant, DAVID GAGNON's work for any reason.

20 That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, owed a duty to supervise and control Defendant, DAVID GAGNON's activities on the property so as not to create a unreasonable hazard to others, including the Plaintiff, PUAL DULBERG.

21. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were negligent in one or more of the following ways:

a. Failed to control operation of the chainsaw;

b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;

c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant's inability to control the chainsaw;

d. Failed to keep the chainsaw a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;

e. Otherwise was negligent in operation and control of the chainsaw.

22. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants, CAROLINE McGUIRE and BILL McGUIRE, in an amount in excess of $50,000.00, plus costs of this action.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

One of the Attorneys for Plaintiff

Hans A. Mast
LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
Lake, Illinois 60050
(815) 344-3797
ARDC No. 06203684

STATE OF ILLINOIS )
)SS
COUNTY OF McHENRY )

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | No.: |

AFFIDAVIT

I, HANS A. MAST, being first duly sworn on oath, depose and state as follows:

1. That I am one of the attorneys responsible for the prosecution of the above-entitled case.

2. That on behalf Plaintiff, PAUL DULBERG, I am hereby requesting money damages in an amount not to exceed $50,000.00, together with the costs of this action, against each of the above-named Defendants.

FURTHER, Affiant sayeth naught.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.

Hans A. Mast
LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, Illinois 60050
(815) 344-3797
ARDC No. 06203684

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178<br><br>**ANSWER TO COMPLAINT - DEFENDANT BILL McGUIRE AND DEFENDANT CAROLYN McGUIRE** |

**ANSWER TO COUNT I**

Defendants, BILL McGUIRE and CAROLYN McGUIRE, make no response to Count I of Plaintiff's Complaint inasmuch as said allegations are directed at a separate and distinct Defendant.

**ANSWER TO COUNT II**

Defendants, BILL McGUIRE AND CAROLYN McGUIRE (improperly named Caroline), by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Answer to Count I of Plaintiff's Complaint, state as follows:

1. Defendants admit the allegations of paragraph one (1).
2. Defendants admit that on June 28, 2011, they owned and lived in a single family home located at 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois. Defendants neither admit nor deny the remaining allegations set forth in paragraph two (2) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.
3. Defendants deny the allegations of paragraph three (3).
4. Defendants deny the allegations of paragraph four (4).
5. Defendants admit that on June 28, 2011, Defendant David Gagnon was engaged in cutting, trimming and maintaining trees and brush on the premises at 1016 W. Elder

Avenue, in the City of McHenry, County of McHenry, Illinois. Defendants admit that David Gagnon was doing so at their request, with their authority and permission and for their benefit. Defendants deny the remaining allegations of paragraph five (5).

6. Defendants admit that Defendant David Gagnon used a chain saw from time to time on June 28, 2011. Defendants admit that they owned a chain saw on June 28, 2011. Defendants deny the remaining allegations of paragraph six (6).

7. Defendants deny the allegations of paragraph seven (7).

8. Defendants deny the allegations of paragraph eight (8).

9. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations set forth in paragraph nine (9). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

10. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations of paragraph ten (10). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

11. Defendants deny the allegations of paragraph eleven (11).

12. Defendants deny the allegations of paragraph twelve (12).

13. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations of paragraph thirteen (13). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

14. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to the truth of the allegations of paragraph fourteen (14). Defendants therefore neither admit nor deny said allegations but demand strict proof thereof.

15. Defendants make no response to the allegations set forth in paragraph fifteen (15) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

16. Defendants admit that at all relevant times they owned and lived in the premises that are the subject of Plaintiff's Complaint. Defendants neither admit nor deny the remaining allegations set forth in paragraph sixteen (16) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

17. Defendants make no response to the allegations set forth in paragraph fifteen (15) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

18. Defendants deny the allegations of paragraph eighteen (18).

19. Defendants admit that Defendant David Gagnon used a chain saw from time to time on June 28, 2011. The answering Defendants were not present and therefore lack sufficient information upon which to form a belief as to whether Defendant David Dagnon was operating a chain saw with the assistance of Plaintiff Paul Dulberg. Defendants neither admit nor deny the remaining allegations set forth in paragraph nineteen (19) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

20. Defendants make no response to the allegations set forth in paragraph twenty (20) as said allegations call for the admission of a conclusion of law rather than an allegation of fact.

21. Defendants deny the allegations of paragraph twenty-one (21).

22. Defendants deny the allegations of paragraph twenty-two (22).

WHEREFORE, the Defendants, BILL McGUIRE and CAROLYN McGUIRE, pray the court dismiss Count I of Plaintiff's Complaint and enter judgment for the Defendants for their costs of suit.

**Defendants Hereby Demand A Trial By Jury**

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS )
) SS
COUNTY OF WINNEBAGO )

RONALD A. BARCH, being first duly sworn on oath, deposes and states that he is one of the attorneys for the Defendants, BILL McGUIRE and CAROLYN McGUIRE, that he has read the foregoing Answer signed by him; that the allegations as to insufficient knowledge are true to the best of his knowledge and belief.

RONALD A. BARCH

Subscribed and sworn to before
me on July 10, 2012.

Tina A. Fink
Notary Public

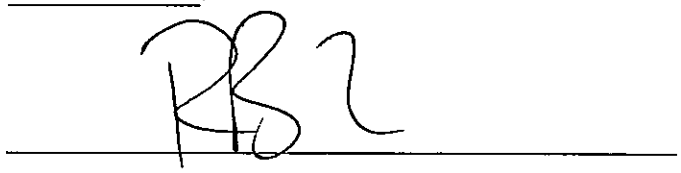
OFFICIAL SEAL
TINA A FINK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/05/14

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 7/10/12.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**DEMAND FOR JURY**

The Defendants, BILL McGUIRE and CAROLYN McGUIRE (improperly named Caroline), in the above-entitled cause, hereby demand a jury for the trial of said cause.

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By _____
RONALD A. BARCH (6209572)

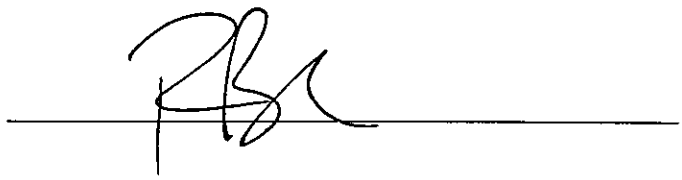
Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 7/10/12.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

FILED
SEP 05 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO.: 12 LA 178

AMOUNT CLAIMED: $50,000

## APPEARANCE

PLEASE TAKE NOTICE that the undersigned hereby appears as counsel for Defendant(s), DAVID GAGNON, in the above entitled cause.

I certify that a copy of the within instrument was served on all parties who have appeared and have not heretofore been found by the Court to be in default for failure to plead.

LAW OFFICE OF M. GERARD GREGOIRE
200 N LaSalle St Ste 2650
Chicago, IL 60601-1092
Telephone: 312-558-9821

By: _____
PERRY A. ACCARDO
Firm No.: **46878**
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

0245281968.1/SKO/ACCARDO/mr

**STATE OF ILLINOIS** )
) SS
**COUNTY OF MCHENRY** )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

FILED
SEP 05 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO. 12 LA 178

AMOUNT CLAIMED: $50,000

**JURY DEMAND**
**12 PERSON JURY**

The Defendant(s), DAVID GAGNON, demand(s) a trial by jury.

LAW OFFICE OF M. GERARD GREGOIRE

By: _____
PERRY A. ACCARDO
Firm No.: **46878**
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

LAW OFFICE OF M. GERARD GREGOIRE
200 N LaSalle St Ste 2650
Chicago, IL 60601-1092
Telephone: 312-558-9821

0245281968.1/SKO/ACCARDO/mr

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

FILED
SEP 05 2012
KATHERINE M. KEEFE
MCHENRY COUNTY, CIR. CLK.

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

PAUL DULBERG,

Plaintiff(s),

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,

Defendant(s).

CASE NO. 12LA000178

## ANSWER TO COMPLAINT

Defendant(s), DAVID GAGNON, by and through the undersigned counsel, answer(s) the Complaint as follows:

Defendant(s) deny/denies the allegation(s) in all paragraphs unless otherwise specifically admitted.

COUNT I.

1. Defendant admits each and every allegation as set forth in paragraph one.
2. Defendant admits each and every allegation as set forth in paragraph two.
3. Defendant denies each and every allegation as set forth in paragraph three.
4. Defendant denies each and every allegation as set forth in paragraph four.
5. Defendant admits each and every allegation as set forth in paragraph five.
6. Defendant admits each and every allegation as set forth in paragraph six.
7. Defendant admits each and every allegation as set forth in paragraph seven.
8. Defendant admits each and every allegation as set forth in paragraph eight.
9. Defendant admits asking Plaintiff to assist in trimming a tree/branch.
10. Defendant admits contact between the chainsaw and the Plaintiff.
11. Defendant denies each and every allegation as set forth in paragraph eleven.
12. Defendant admits to his legally mandated duty to the Plaintiff under Illinois Law but herein denies committing any breach whatsoever of said duty to the Plaintiff.

13. Defendant denies each and every allegation as set forth in paragraph thirteen. Further answering, Defendant denies remaining allegations as set forth in sub-paragraphs (a) through (e).

14. Defendant denies each and every allegation as set forth in paragraph fourteen.

15. Defendant denies each and every allegation as set forth in paragraph fifteen.

COUNT II.

Defendant makes no answer to the allegations set forth in Count II. of the Plaintiff's Complaint at Law as the allegations contained therein are not directed against this Defendant.

WHEREFORE, Defendant(s) pray(s) for judgment and costs in this lawsuit.

**AFFIRMATIVE DEFENSE**

Defendant(s) DAVID GAGNON, by and through the undersigned counsel, and pursuant to 735 ILCS 5/2-613d, as an Affirmative Defense state(s) and allege(s) as follows:

1. That before and at the time of the occurrence it was the duty of the Plaintiff to use ordinary care for the safety of the Plaintiff(s).

2. That the negligence of the Plaintiff was the proximate cause of the occurrence and the injuries or damages alleged.

3. That the Plaintiff was guilty of one or more of the following negligent acts or omissions which were the proximate cause of the injuries or damages alleged:

a) Failed to use caution while assisting Defendant trimming a tree and branches.

b) Failed to proceed with caution when Plaintiff knew or should have known that a danger;

c) Was inattentive and unobservant to surrounding conditions while assisting with the trimming of the branches/trees;

d) Was otherwise careless and negligent as will be demonstrated by evidence at trial.

4. That the negligence of the Plaintiff exceeded 50% of the proximate cause of the alleged injuries and, therefore, pursuant to 735 ILCS 5/2-1116, the Plaintiff is barred from recovery.

5. Pleading in the alternative, the negligence of the Plaintiff contributed in whole or in part to the injury of which Plaintiff complains.

WHEREFORE, Defendant(s) pray(s) that the Complaint at Law be dismissed should the finder of fact determine that the negligence of the Plaintiff exceeded 50% of the proximate cause of the alleged injuries of the Plaintiff; or, in the alternative, that any judgment entered in favor of the Plaintiff and against the Defendants(s), DAVID GAGNON, be reduced in proportion to the percentage of fault attributed by the trier of fact to the negligence acts and omissions of the Plaintiff.

PERRY A. ACCARDO
ATTORNEY AT LAW

I HEREBY CERTIFY that on September 5, 2012, a true and correct copy of the foregoing Answer and Affirmative Defenses filed with the Clerk of the Circuit Court of McHenry County and mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Attorney for Plaintiff(s) Paul Dulberg

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

Attorney for Co-Defendants, Caroline and Bill McGuire

LAW OFFICE OF M. GERARD GREGOIRE
200 N LaSalle St Ste 2650
Chicago, IL 60601-1092
Telephone: 312-358-9821

By:
PERRY A. ACCARDO
Firm No.: **46878**
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

*SUMMONS – 30 DAY*
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(Name all parties)

PAUL DULBERG,

Plaintiff(s)

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually

Defendant(s)

Case Number 12LA178

Amount Claimed $ 50,000.00+

Please Serve:
David Gagnon
39010 90th Plaza
Powers Lake, WI 53159

# SUMMONS

**To each Defendant:**

**YOU ARE SUMMONED** and required to file an answer in this case, or otherwise file your appearance, in the office of the Clerk of this court, McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois, 60098, within 30 days after service of this summons, not counting the day of service. **IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

**To the officer:**

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

TWENTY-SECOND JUDICIAL CIRCUIT COURT
McHENRY COUNTY ILLINOIS

WITNESS MAY 15 2012 20

Katherine M Keefe
Clerk of the Circuit Court

Plaintiff's attorney or plaintiff if he is not represented by an attorney

Name Law Offices of Thomas J Popovich
Attorney for Plaintiff
Address 3416 W. Elm Street
City, State Zip McHenry, IL 60050
Telephone 815-344-3797

Prepared by Hans A. Mast
Attorney for Plaintiff
Attorney Registration No. 06203684

*SUMMONS – 30 DAY*
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(Name all parties)

PAUL DULBERG,

Plaintiff(s)

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually

Defendant(s)

Case Number 12LA178

Amount Claimed $ 50,000.00+

Please Serve:
Caroline McGuire
1016 W. Elder Avenue
McHenry, IL 60051

# SUMMONS

**To each Defendant:**

**YOU ARE SUMMONED** and required to file an answer in this case, or otherwise file your appearance, in the office of the Clerk of this court, McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois, 60098, within 30 days after service of this summons, not counting the day of service. **IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

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TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

WITNESS MAY 15 2012 20____

Katherine M Keefe

Clerk of the Circuit Court

Plaintiff's attorney or plaintiff if he is not represented by an attorney

Name Law Offices of Thomas J Popovich

Attorney for Plaintiff

Address 3416 W. Elm Street

City, State Zip McHenry, IL 60050

Telephone 815-344-3797

Prepared by Hans A. Mast

Attorney for Plaintiff

Attorney Registration No. 06203684

*SUMMONS – 30 DAY*
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(Name all parties)

PAUL DULBERG,

Plaintiff(s)

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually

Defendant(s)

Case Number 12LA178

Amount Claimed $ 50,000.00+

Please Serve:
Bill McGuire
1016 W. Elder Avenue
McHenry, IL 60051

# SUMMONS

**To each Defendant:**

**YOU ARE SUMMONED** and required to file an answer in this case, or otherwise file your appearance, in the office of the Clerk of this court, McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois, 60098, within 30 days after service of this summons, not counting the day of service. **IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

**To the officer:**

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TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

WITNESS MAY 15 2012 20

Katherine M Keefe

Clerk of the Circuit Court

Plaintiff's attorney or plaintiff if he is not represented by an attorney

Name Law Offices of Thomas J Popovich

Attorney for Plaintiff

Address 3416 W. Elm Street

City, State Zip McHenry, IL 60050

Telephone 815-344-3797

Prepared by Hans A. Mast

Attorney for Plaintiff

Attorney Registration No. 06203684

*SUMMONS – 30 DAY*
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(Name all parties)

PAUL DULBERG,

Plaintiff(s)

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually

Defendant(s)

Case Number 12LA178

Amount Claimed $ 50,000.00+

Please Serve:
David Gagnon
39010 90th Plaza
Powers Lake, WI 53159

# SUMMONS

**To each Defendant:**

**YOU ARE SUMMONED** and required to file an answer in this case, or otherwise file your appearance, in the office of the Clerk of this court, McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois, 60098, within 30 days after service of this summons, not counting the day of service. **IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

**To the officer:**

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TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

WITNESS MAY 15 2012 20

Katherine M. Keefe

Clerk of the Circuit Court

Plaintiff's attorney or plaintiff if he is not represented by an attorney

Name Law Offices of Thomas J Popovich
Attorney for Plaintiff
Address 3416 W. Elm Street
City, State Zip McHenry, IL 60050
Telephone 815-344-3797

Prepared by Hans A. Mast
Attorney for Plaintiff
Attorney Registration No. 06203684



06/15/2012 15:22 18153444831 INVESTIGATIONS PAGE 01/04
POP 001187

AFFIDAVIT OF SERVICE

**STATE OF ILLINOIS**
**In the**
**Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois**
**Paul Dulberg vs David Gagnon**
CASE NO: **12LA178**

On Thursday, June 14, 2012, at 4:26 PM, I served the within described Summons Together With A Copy Of The Complaint In This Action in the manner described below;

I served the within named David Gagnon by leaving a true copy of the Summons Together With A Copy Of The Complaint In This Action at the usual place of abode of the defendant with Pam Gagnon, wife a co-resident.

Said service was effected at 39010 90th Pl, Powers Lake, WI 53159 David Gagnon's last and usual abode.

Pam Gagnon is a White Female approximately 40 years of age, 5' 6" Tall and approximately 120-130 pounds with Blonde hair.

I know the person I served was Pam Gagnon, wife because she so stated it.

An additional copy of the within Summons Together With A Copy Of The Complaint In This Action was mailed to David Gagnon at the within service address (first class, postage prepaid).

I Mark R. Schneider, swear that I am an adult over the age of 18 years and I am not a party to the above entitled action. Furthermore, I am employed as a Private Detective under Illinois Licensed Agency number 117-000870.

**Mark R. Schneider**, Licensed Private Detective

**MDS INVESTIGATIONS, INC.**
P.O. Box 309
McHenry, IL, 60051
(815) 344-4657 (800) 988-6374 , (815) 344-4831

Subscribed and Sworn to before me, June 15, 2012,

Notary Public, State of ~~Wisconsin~~ ILLINOIS
My Commission Expires :

Our Job Serial Number: 59137

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
DAWN SCHNEIDER
MY COMMISSION EXPIRES
APRIL 8, 2014

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendants. | ) | Case No. 12 LA 178 |

**APPEARANCE**

We hereby enter our Appearance for the Defendants, CAROLINE MCGUIRE and BILL MCGUIRE, in the above-entitled cause.

CAROLINE MCGUIRE and BILL MCGUIRE,
Defendants,
By CICERO, FRANCE, BARCH & ALEXANDER, P.C.,
their Attorneys

By _____
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 815/226-7701

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on June 12, 2012.

Ronald A Barch

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 815/226-7701

*SUMMONS – 30 DAY*
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(Name all parties)

PAUL DULBERG,

Plaintiff(s)

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and

Defendant(s)

BILL MCGUIRE, Individually

Case Number 12LA178

Amount Claimed $ 50,000.00+

Please Serve:
Bill McGuire
1016 W. Elder Avenue
McHenry, IL 60051

# SUMMONS

**To each Defendant:**

**YOU ARE SUMMONED** and required to file an answer in this case, or otherwise file your appearance, in the office of the Clerk of this court, McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois, 60098, within 30 days after service of this summons, not counting the day of service. **IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

**To the officer:**

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

TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

WITNESS MAY 15 2012 20

Katherine M. Keefe

Clerk of the Circuit Court

Plaintiff's attorney or plaintiff if he is not represented by an attorney

Name Law Offices of Thomas J Popovich
Attorney for Plaintiff
Address 3416 W. Elm Street
City, State Zip McHenry, IL 60050
Telephone 815-344-3797

Prepared by Hans A. Mast
Attorney for Plaintiff
Attorney Registration No. 06203684

CV-SUM9; Revised 12/01/06



06/05/2012 13:55 8153444831 INVESTIGATIONS PAGE 03/04
POP 001191

AFFIDAVIT OF SERVICE

**STATE OF ILLINOIS**
**In the**
**Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois**
**Paul Dulberg vs Bill McGuire**
CASE NO: **12LA178**

On Sunday, June 3, 2012, at 6:14 PM, I served the within described Summons Together With A Copy Of The Complaint In This Action in the manner described below;

I served the within named Bill McGuire by leaving a true copy of the Summons Together With A Copy Of The Complaint In This Action at the usual place of abode of the defendant with Caroline McGuire a co-resident.

Said service was effected at 1016 W Elder Ave, McHenry, IL 60051 Bill McGuire'S last and usual abode.

Caroline McGuire is a White Female approximately 55 years of age, 5' 7" Tall and approximately 160-170 lbs with Brown hair.

I know the person I served was Caroline McGuire because she so stated it.

An additional copy of the within Summons Together With A Copy Of The Complaint In This Action was mailed to Bill McGuire at the within service address (first class, postage prepaid).

I Mark R. Schneider, swear that I am an adult over the age of 18 years, and I am not a party to the above entitled action.

Furthermore, I am employed as a private detective under Illinois Agency License #117-000870.

**Mark R. Schneider**, Licensed Private Detective

**MDS INVESTIGATIONS, INC.**
P.O. Box 309
McHenry, IL, 60051
(815) 344-4657 (800) 988-6374 , (815) 344-4831

Subscribed and Sworn to before me,
June 4, 2012,

Notary Public, State of Illinois
My Commission Expires :

OFFICIAL SEAL
DAWN SCHNEIDER
MY COMMISSION EXPIRES
APRIL 8, 2014

Our Job Serial Number: 59135

*SUMMONS – 30 DAY*
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(Name all parties)

PAUL DULBERG,

Plaintiff(s)

vs.

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually

Defendant(s)

Case Number 12LA178

Amount Claimed $ 50,000.00+

Please Serve:
Caroline McGuire
1016 W. Elder Avenue
McHenry, IL 60051

# SUMMONS

**To each Defendant:**

**YOU ARE SUMMONED** and required to file an answer in this case, or otherwise file your appearance, in the office of the Clerk of this court, McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois, 60098, within 30 days after service of this summons, not counting the day of service. **IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

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TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

WITNESS MAY 15 2012 20

Katherine M. Keefe

Clerk of the Circuit Court

Plaintiff's attorney or plaintiff if he is not represented by an attorney

Name Law Offices of Thomas J Popovich

Attorney for Plaintiff

Address 3416 W. Elm Street

City, State Zip McHenry, IL 60050

Telephone 815-344-3797

Prepared by Hans A. Mast

Attorney for Plaintiff

Attorney Registration No. 06203684



06/05/2012 13:55 18153444831 INVESTIGATIONS PAGE 01/04

POP 001193

AFFIDAVIT OF SERVICE

**STATE OF ILLINOIS**
**In the**
**Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois**
**Paul Dulberg vs Caroline McGuire**
CASE NO: **12LA178**

On Sunday, June 3, 2012, at 6:14 PM, I served the within described Summons Together With A Copy Of The Complaint In This Action in the manner described below;

I served the within Summons Together With A Copy Of The Complaint In This Action upon the within named Caroline McGuire by giving a true copy to Caroline McGuire personally.

Said service was effected at 1016 W Elder Ave, McHenry, IL 60051.

Caroline McGuire is a White Female approximately 55 years of age, 5' 7" Tall and approximately 160-170 lbs with Brown hair.

I know the person I served was Caroline McGuire because she so stated it.

I Mark R. Schneider, swear that I am an adult over the age of 18 years, and I am nota party to the above entitled action. Furthermore, I am employed as a private detective under Illinois Agency License #117-000870.

**Mark R. Schneider**, Licensed Private Detective

**MDS INVESTIGATIONS, INC.**
P.O. Box 309
McHenry, IL, 60051
(815) 344-4657 (800) 988-6374 , (815) 344-4831

Subscribed and Sworn to before me,
June 4, 2012,

Notary Public, State of Illinois
My Commission Expires:

OFFICIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
DAWN SCHNEIDER
MY COMMISSION EXPIRES
APRIL 8, 2014

Our Job Serial Number: 59136

SETTLEMENT MEMORANDUM (12/30/13)
**PAUL DULBERG**

| | | | |
|---|---|---|---|
| **GROSS SETTLEMENT AMOUNT:** | | | **$ 5,000.00** |
| LESS: | | | |
| | *TOTAL EXPENSES* | (see attached) | $ (1,718.63) |
| LIENS / OUTSTANDING BALANCES | | | |
| Hand Surgery Associates | | $ (9,444.00) | |
| Northwest Community Hospital | | $ (6,366.00) | |
| MedChex | | $ (3,390.00) | |
| Karen Levin, MD | | $ (2,420.00) | |
| Dynamic Hand Therapy | | $ (24,604.00) | |
| Northern Illinois Medical Center | | $ (1,323.75) | |
| | *TOTAL LIENS* | | $ (47,547.75) |
| | *TOTAL ATTORNEY FEES (1/3 of Gross Settlement)* | | $ (1,666.67) |
| **NET SETTLEMENT TO CLIENT** | | | **$ (45,933.05)** |

**I UNDERSTAND AND APPROVE ALL OF THE ITEMS AND AMOUNTS LISTED ABOVE. I ALSO UNDERSTAND AND AGREE THAT IF THERE ARE ANY ADDITIONAL BILLS OR LIENS WHICH MAY NEED TO BE PAID IN THE FUTURE, I AM SOLELY RESPONSIBLE FOR THE PAYMENT OF SAID BILLS OR LIENS. I AGREE TO REIMBURSE THE LAW OFFICES OF THOMAS J. POPOVICH IF THEY ARE REQUIRED TO PAY ANY SUCH BILL OR LIEN NOW OR IN THE FUTURE. THE LAW OFFICES OF THOMAS J. POPOVICH HAS ADVISED ME THAT THEY HAVE NOT RECEIVED ANY LIENS FROM ANY HEALTH CARE PROVIDERS OR HEALTH INSURANCE CARRIERS OTHER THAN THOSE LISTED ABOVE, BUT THAT HEALTH OR AUTOMOBILE INSURANCE MAY HAVE PAID SOME/ALL OF THE MEDICAL BILLS AND MAY BE ENTITLED TO REIMBURSEMENT DEPENDING ON THE POLICY PROVISIONS AND WHETHER OR NOT I HAVE SIGNED A REIMBURSEMENT AGREEMENT. I HEREBY AUTHORIZE THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. TO ENDORSE MY NAME TO ANY SETTLEMENT DRAFTS FOR PURPOSES OF DEPOSITING SUCH DRAFTS AND DISBURSING SETTLEMENT FUNDS PURSUANT TO THIS SETTLEMENT MEMORANDUM.**

**DATED THIS _____ DAY OF _____, 2013.**

_____
**Paul Dulberg**

*I have taken my medical records from the Law Offices of Thomas J. Popovich.* _____
*I request that the Law Offices of Thomas J. Popovich destroy my medical records.* _____

THIS DOCUMENT HAS A COLORED BACKGROUND AND WATERMARK IN THE BORDER

OWNERS INSURANCE CO. - CLAIM PAYMENT CHECK

**Auto-Owners Insurance**

Life Home Car Business

*The "No Problem" People®*

353319777

BANK OF AMERICA, NA
CHICAGO IL 60610

70-2328
719 IL

02/10/2014

FIVE THOUSAND AND 00/100 DOLLARS

PAY TO THE
ORDER OF PAUL DULBERG & HIS ATTORNEYS
THOMAS J POPOVICH PC

| INSURED: WILLIAM MCGUIRE & CAROLYN MCGUIRE | |
|---|---|
| CLAIM NUMBER | LOSS DATE |
| 013-0002779-2011 | 06/28/2011 |
| POLICY NUMBER | AGENCY |
| 48 010965 01 | 04-0517-00 |

$****5,000.00

IN PAYMENT OF:
PAYMENT ON BEHALF OF PAUL DULBERG
FULL AND FINAL SETTLEMENT

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈0353319777⑈ ⑆071923284⑆ 876581814 9⑈

POP 001196

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
James P. Tutaj
Robert J. Lumber
Theresa M. Freeman

FAXED

January 31, 2014

**VIA FACSIMILE: 815/226-7701**
**& FIRST CLASS MAIL:**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please find enclosed with this letter the executed Release in the above-referenced matter. Please forward the settlement draft to my attention at your earliest convenience.

As I understand it, you have no liens on the file other than our attorney's lien.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

# GENERAL RELEASE AND SETTLEMENT AGREEMENT

NOW COMES PAUL DULBERG, and in consideration of the payment of Five-Thousand ($5,000.00) Dollars to him, by or on behalf of the WILLIAM MCGUIRE and CAROLYN MCGUIRE (aka Bill McGuire; improperly named as Caroline McGuire) and AUTO-OWNERS INSURANCE COMPANY, the payment and receipt of which is hereby acknowledged, PAUL DULBERG does hereby release and discharge the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, and any agents or employees of the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, of and from any and all causes of action, claims and demands of whatsoever kind or nature including, but not limited to, any claim for personal injuries and property damage arising out of a certain chain saw incident that allegedly occurred on or about June 28, 2011, within and upon the premises known commonly as 1016 West Elder Avenue, City of McHenry, County of McHenry, State of Illinois.

IT IS FURTHER AGREED AND UNDERSTOOD that there is presently pending a cause of action in the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois entitled "Paul Dulberg, Plaintiff, vs. David Gagnon, Individually, and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, Individually, Defendants", Cause No. 2012 LA 178, and that this settlement is contingent upon WILLIAM McGUIRE and CAROLYN McGUIRE being dismissed with prejudice as parties to said lawsuit pursuant to a finding by the Circuit Court that the settlement between the parties constitutes a good faith settlement for purposes of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/0.01, *et seq.*

IT IS FURTHER AGREED AND UNDERSTOOD that as part of the consideration for this agreement the undersigned represents and warrants as follows (check applicable boxes):

- ☑ I was not 65 or older on the date of the occurrence.
- ☑ I was not receiving SSI or SSDI on the date of the occurrence.
- ☐ I am not eligible to receive SSI or SSDI.
- ☑ I am not currently receiving SSI or SSDI.

IT IS FURTHER AGREED AND UNDERSTOOD:

a. That any subrogated claims or liens for medical expenses paid by or on behalf of PAUL DULBERG shall be the responsibility PAUL DULBERG, including, but not limited to, any Medicare liens. Any and all reimbursements of medical expenses to subrogated parties, including Medicare's rights of reimbursement, if any, shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released herein.

b. That any outstanding medical expenses are PAUL DULBERG's responsibility and all payment of medical expenses hereafter shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released

c. That PAUL DULBERG agrees to save and hold harmless and indemnify the parties released herein against any claims made by any medical providers, including, but not limited to Medicare or parties subrogated to the rights to recover medical or Medicare payments.

IT IS FURTHER AGREED AND UNDERSTOOD by the parties hereto that this agreement contains the entire agreement between the parties with regard to materials set forth herein, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the executors, conservators, administrators, guardians, personal representatives, heirs and successors of each.

IT IS FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a doubtful and disputed claim and no liability is admitted as a consequence hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the dates set forth below.

Dated: 1-29-2014

PAUL DULBERG

STATE OF ILLINOIS )
) SS.
COUNTY OF MCHENRY )

PAUL DULBERG personally appeared before me this date and acknowledged that she executed the foregoing Release and Settlement Agreement as his own free act and deed for the uses and purposes set forth therein.

Dated this 29th day of January, 2014.

Notary Public

OFFICIAL SEAL
SHEILA M QUINLAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/13/14

* * Transmit Confirmation Report * *

P1 Jan 31 2014 03:45pm

Sender:GUEST
TTI1:Law Offices T Popovich TTI Number:1-815-344-5280

| Destination | Type | Mode | Start Time | Time | Page Note | Result | Details |
|---|---|---|---|---|---|---|---|
| 18152267701 | FAX | Fine | 01/31 03:44pm | 01'29" | 3 | * O K | |


The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*
*Hans A. Mast*
*John A. Kornak*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*


January 31, 2014

**VIA FACSIMILE: 815/226-7701**
**& FIRST CLASS MAIL:**

Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 E. Riverside Blvd.
Rockford, IL 61114

**RE:** ***Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire***
**McHenry County Case: 12 LA 178**

Dear Mr. Barch:

Please find enclosed with this letter the executed Release in the above-referenced matter. Please forward the settlement draft to my attention at your earliest convenience.

As I understand it, you have no liens on the file other than our attorney's lien.

Thank you for your cooperation.

Very truly yours,

**HANS A. MAST**

smq
Enclosure


*Waukegan Office*
*210 North Martin Luther*
*King Jr. Avenue*
*Waukegan, IL 60085*

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

January 22, 2014

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

As you likely know, on January 22, 2014, the trial court granted my Motion for Good Faith Finding and Dismissal. I understand that copies of the signed original order should be available through the Circuit Clerk's office within a few days.

My clients and I are interested in wrapping up our settlement as soon as possible. All I need from you at this time is the fully executed release and a fully executed IRS Form W-9. I supplied both original documents to you under cover dated January 9, 2014. Please attend to these items at your earliest convenience. Thank you.

Very truly yours,

RONALD A. BARCH

RB:mj\40ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)
Attorney Perry Accardo

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

January 9, 2014

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

Dear Mr. Mast:

In view of the settlement documented by your letter of December 26, 2013, I am enclosing herewith a Notice of Motion and a Motion for Good Faith Finding and Dismissal. The motion is scheduled for presentation before Judge Thomas A. Meyer on Wednesday, January 22, 2014, at 9:00 a.m.

Enclosed herewith you will also find a proposed General Release and Settlement Agreement for execution by Mr. Dulberg. Please have Mr. Dulberg execute the release before a Notary Public and return it to me. In the alternative, please call me with any questions or requested modifications you may have.

Based upon our earlier exchange of communications on the subject, it does not appear that we have any known liens to deal with other than your Attorneys' Lien. That being the case, I can secure a single settlement draft payable to you and your client as soon as I receive and executed IRS Form W-9. I am enclosing a blank IRS Form W-9 to facilitate your quick response. If you return the executed W-9 right away I may have the settlement draft by the time you are in a position to furnish me with the executed release.

Please do not hesitate to call me if you have any questions concerning the above or the enclosed. I otherwise look forward to receiving the executed IRS Form W-9 and the executed release at your earliest convenience. I will also see you or one of your colleagues on January 15.

Very truly yours,

RONALD A. BARCH

RB:mj\39ltr.HAM
Encl.
cc Tom Malatia (Claim No. 13-2779-11)

**CICERO, FRANCE, BARCH & ALEXANDER, P.C.**
**A Professional Corporation**
**Attorneys at Law**

**6323 RIVERSIDE BLVD.**
**ROCKFORD, IL 61114**
**TELEPHONE: (815) 226-7700**
**FACSIMILE: (815) 226-7701**

**FACSIMILE TRANSMISSION**

| | | | |
|---|---|---|---|
| DATE: | November 18, 2013 | TIME: | 11:45 a.m. |
| RECEIVING LOCATION: | | Law Offices of Thomas J. Popovich, PC | |
| RECEIVER'S FACSIMILE NUMBER: | | 815/344-5280 | |
| **ATTENTION:** | | **Attorney Hans A. Mast** | |
| FROM: | | RONALD A. BARCH | |

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 4

COMMENTS AND/OR SPECIAL INSTRUCTIONS: **SEE ATTACHED**

IF PROBLEMS OCCUR DURING TRANSMISSION,
PLEASE CALL (815) 226-7700 AS SOON AS POSSIBLE.

TO THE RECIPIENT:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

THANK YOU.

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
A Professional Corporation
Attorneys at Law
6323 EAST RIVERSIDE BOULEVARD
ROCKFORD, ILLINOIS 61114

PAUL R. CICERO
JOHN W. FRANCE
RONALD A. BARCH
CHARLES P. ALEXANDER

CHANTEL R. BIELSKIS
ANDREW T. SMITH

TEL: (815) 226-7700
FAX: (815) 226-7701

November 18, 2013

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich, PC
3416 West Elm Street
McHenry, IL 60050

**Case:** *Paul Dulberg v. David Gagnon, Caroline McGuire and Bill McGuire*
(McHenry County Case No. 12 LA 178)

**Issued For Settlement Purposes Only**

Dear Mr. Mast:

I am writing to confirm our telephone conversation earlier this morning, wherein I advised you that I was authorized to propose settlement of Mr. Dulberg's claim against Carolyn and Bill McGuire for a lump-sum total of $5,000.00. The settlement would of course be contingent upon customary settlement documents, including a release, a good faith settlement finding and dismissal.

Pursuant to your request, I searched my file materials for lien notices. The only notice of lien contained in my file at this time is your Attorney's Lien (enclosed). I have asked my contact at Auto-Owners Insurance Company to confirm no lien notices have arrived on his end since Mr. Dulberg's case was assigned to me for the defense of Mr. and Mrs. McGuire. I do not anticipating any lien notices, but just wanted to be safe.

I understand that you intend to run my settlement proposal by Mr. Dulberg. I look forward to hearing from you once you have had a chance to confer with him.

Very truly yours,

RONALD A. BARCH

RB:mj\37ltr.HAM
cc Tom Malatia (Claim No. 13-2779-11)
Encl.

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
Telephone: 815.344.3797
Facsimile: 815.344.5280
www.popovichlaw.com

*Thomas J. Popovich*

*Hans A. Mast*
*John A. Kornak*†
*Diana M. Reiter*

*Mark J. Vogg*
*James P. Tutaj*
*Robert J. Lumber*
*Theresa M. Freeman*

December 5, 2011

**VIA CERTIFIED MAIL:**

Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tallgate Road, Suite D
Elgin, IL 60123

DEC - 7 2011

RE: Claimant: Paul Dulberg
Your Insured: Caroline and Bill McGuire
Claim No.: 13-2779-11
DOA: 06/28/11

Dear Mr. Malatia:

Please be advised that I have been retained to represent Paul Dulberg for personal injuries he suffered in a chainsaw accident on June 28, 2011. Enclosed is our Notice of Attorney's Lien.

Please contact me to discuss this matter as soon as possible.

Very truly yours,

**HANS A. MAST**

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to Auto Owners Ins dol's ins 12-5-11.wpd

*Also licensed in Wisconsin and Indiana
†Also licensed in Wisconsin



Waukegan Office
210 North Martin Luther
King, Jr. Avenue
Waukegan, IL 60085

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**
3416 WEST ELM STREET
MCHENRY, IL 60050
PHONE: 815-344-3797
FAX: 815-344-5280

## NOTICE OF ATTORNEY'S LIEN

TO: Auto Owners Insurance
Tom Malatia, Adjuster
6000 Tailgate Road, Suite D
Elgin, IL 60123

| | | |
|---|---|---|
| RE: | Claimant: | Paul Dulberg |
| | Your Insured: | Caroline and Bill McGuire |
| | Claim No.: | 13-2779-11 |
| | DOA: | 06/28/11 |

You are hereby notified that **PAUL DULBERG**, has placed in my hands as his attorney, for suit or collection, a claim, demand or cause of action against the Defendant in the above matter growing out of a certain accident that occurred on or about **June 28, 2011, at 1016 W. Elder Avenue, McHenry, Illinois, McHenry County** and has agreed to pay me for my services certain legal fees not exceeding one-third of whatever amount may be recovered therefrom by suit, settlement or otherwise, plus costs and that a lien is hereby made and placed upon said claim, demand or cause of action of such fee.

Hans A. Mast

I, Han A. Mast, an attorney, on oath state that I served this Notice by mailing a true and correct copy of the same to the party(s) listed above and depositing the same in the U.S. Mail at McHenry, Illinois before 5:00 p.m. on December 5, 2011.

Hans A. Mast

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, IL 60050
815-344-3797

S:\Main\DULBERG, PAUL\Documents\Auto Owners Ins def's ins 12-5-11.wpd

# MEMORANDUM

TO: Jennifer

C: File

FROM: Hans

DATE: November 20, 2013

SUBJECT: **PAUL DULBERG** LF

Hi Jen,

We have a co-defendant that is not really responsible in this case and they have offered a nominal settlement of $5,000 in the case. I would like to accept it but I want to have a settlement memo prepared first to show how the money will be disbursed for the client to sign. Therefore, we will not need to call on the balances but we will only need to provide a settlement memo containing only any liens listed on the settlement memo.

Can you please prepare the settlement memo for me as soon as possible so that I can talk to the client about the offer.

Thanks,

Hans

# Law Offices of Thomas J. Popovich, P.C.
## Unbilled Costs by Job
### All Transactions

| Type | Date | Source Name | Memo | Account | Billing... | Amount |
|---|---|---|---|---|---|---|
| **Dulberg, Paul** | | | | | | |
| Check | 12/13/2011 | Copy-Rite, Inc | Dulberg - records from Centegra ... | Costs Advanced | Unbilled | 62.10 |
| Check | 5/3/2012 | Associated Neurology | Dulberg - Medical Records | Costs Advanced | Unbilled | 33.17 |
| Check | 5/9/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | Unbilled | 0.00 |
| Check | 5/10/2012 | McHenry County Circuit Clerk | Dulberg - Filing Fee | Costs Advanced | Unbilled | 241.00 |
| Check | 6/12/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | Unbilled | 0.00 |
| Check | 9/17/2012 | MDS Investigations, Inc. | Dulberg - Personal Services | Costs Advanced | Unbilled | 115.00 |
| Check | 9/26/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | Unbilled | 14.68 |
| Check | 10/8/2012 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | Unbilled | 6.56 |
| Check | 11/26/2012 | Midwest ROI | Dulberg - Medical Records | Costs Advanced | Unbilled | 46.25 |
| Check | 11/29/2012 | Minuteman Press of McHenry | Dulburg - Copies | Costs Advanced | Unbilled | 9.75 |
| Check | 12/4/2012 | Northwest Community Hospital | Dulberg - Medical Records | Costs Advanced | Unbilled | 76.27 |
| Check | 12/4/2012 | MidAmerica Hand to Shoulder Clinic | Dulberg - Medical Billing | Costs Advanced | Unbilled | 20.00 |
| Check | 2/25/2013 | Michael McArtor | Dulberg - Subpoena for Deposition | Costs Advanced | Unbilled | 35.00 |
| Check | 7/2/2013 | Minuteman Press of McHenry | Dulberg - Copies | Costs Advanced | Unbilled | 86.75 |
| Check | 7/9/2013 | Urbanski Reporting Company, Inc. | Dulberg - Deposition | Costs Advanced | Unbilled | 972.10 |
| Total Dulberg, Paul | | | | | | 1,718.63 |
| **TOTAL** | | | | | | **1,718.63** |

POP 001208

# MEMORANDUM

TO: File

FROM: Hans

DATE: November 20, 2013

SUBJECT: **PAUL DULBERG**

On November 20, 2013, I met with Paul and his friend to discuss the McGuire's $5,000 settlement offer and other issues with regard to this case. I also told them there is a dispute as to McGuire's liability, as they maintain that they were not directing Dave's work. Paul maintains that the McGuire's controlled everything that Dave was doing. I told him that that's not what the evidence seems to show. I told them the McGuire's could possibly get out of the case on motion, and the alternative is to accept the $5,000 offer. Paul wants to read the deps of the McGuire's and also wants us to order his and Dave's dep to review. I agreed to do so.

By copy of this memo, I ask **Sheila** to order copies of Paul and Dave's deps. I think defense counsel ordered them, so all we need to do is get copies. Please let me know if the copies have not been already ordered so we don't have to order the originals.

Thanks,

Hans

IN THE CIRCUIT COURT

FOR THE 22ND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

PAUL DULBERG, )
Plaintiff, )
vs. ) No. 12 LA 178
DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, individually, )
Defendants. )

The deposition of CAROLYN McGUIRE, taken in the above-entitled cause, before Paula Ann Erickson, Certified Shorthand Reporter, Registered Professional Reporter and Notary Public, on March 20, 2013, at 3421 West Elm Street, McHenry, Illinois, at the approximate hour of 1:00 p.m.

REPORTED BY: PAULA A. ERICKSON

C.S.R. LICENSE NO. 084-003899



INDEX


| WITNESS | PAGE |
|---|---|
| CAROLYN McGUIRE | |
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| BY MR. BARCH..... | 103 |


EXHIBITS

(NO EXHIBITS MARKED)



APPEARANCES:

MR. HANS MAST
LAW OFFICES OF THOMAS J. POPOVICH
3416 W. Elm Street
McHenry, Illinois 60050
(815) 344-3797

Appeared on behalf of the Plaintiff.

MR. RONALD A. BARCH
CICERO, FRANCE, BARCH & ALEXANDER, PC
6323 East Riverside Boulevard
Rockford, Illinois 61114
(815) 226-7700

Appeared on behalf of the Defendants, Carolyn and Bill McGuire.

MR. PERRY A. ACCARDO
LAW OFFICE OF M. GERARD GREGOIRE
200 North LaSalle Street
Suite 2650
Chicago, Illinois 60601
(312) 558-9821

Appeared on behalf of the Defendant, David Gagnon.

* * * *



THE REPORTER: Ma'am, can you raise your right hand, please?

CAROLYN McGUIRE,

after being first duly sworn, deposeth and saith as follows:

EXAMINATION

BY MR. MAST:

Q. All right. Please state your name.

A. Carolyn McGuire.

Q. Okay. And you are Dave Gagnon's mother?

A. Yes.

Q. And you know why we are here today I assume?

A. Yes.

Q. About the chain saw accident?

A. Yes.

Q. Okay. And I represent Paul Dulberg.

A. Okay.

MR. MAST: This is the discovery deposition of Carol McGuire -- Carolyn McGuire.

THE WITNESS: It's Carolyn, right.

MR. MAST: It's what?

THE WITNESS: It is Carolyn. I know it was written -- It's C-A-R-O-L-Y-N.

MR. MAST: Okay. Very good. Taken pursuant to

notice, in the course of the applicable rules.

I am just going to ask you some questions about this incident. I am trying to find out what you know, so if you don't know things, that's fine, too, but I will just ask you some questions and, please let me finish my question before you answer so we don't talk over each other and if you don't understand the question, let me know and I will try to rephrase it for you, okay?

THE WITNESS: Okay.

BY MR. MAST:

Q. What's your date of birth?

A. November 26, 1946.

Q. Okay. That makes you, what, 65?

A. 66.

Q. 66. Okay. And what's your address?

A. 1016 West Elder, that's E-L-D-E-R, Avenue, McHenry, Illinois, 60051.

Q. And who do you live there with?

A. My husband, William McGuire.

Q. Okay. How long have you been married?

A. Let's see. We got married in 1993.

Q. 20 years?

A. That would be 20 years I guess, yeah.



Q. Okay. And I understand that William is David's stepfather, right?

A. Yes.

Q. And what's his father's name?

A. His real father's name was Alan, A-L-A-N, A., Gagnon, G-A-G-N-O-N.

Q. Were you married?

A. Yes. We were married.

Q. Did he pass?

A. Yes. He has passed on.

Q. When did he pass on?

A. He died when he was 50 so that was 16 years ago so 1990 --

Q. So was there a divorce?

A. Oh, we were divorced. Yeah.

Q. Okay. Do you have any other children?

A. I have two daughters. I have a Diane Lutz, L-U-T-Z. She is my oldest.

Q. Where does she live?

A. She lives at 4708 Wilmot Road, McHenry, Illinois.

Q. Okay.

A. And then I have another daughter. Her name is Donna Giovanni, G-I-O-V-A-N-N-I, and she lives on



Terrace in Johnsburg. I am trying to think of their address. I can't think of it right offhand.

Q. Okay. And Dave is married?

A. David is married.

Q. How long has he been married?

A. It was four years.

Q. What's his wife's name?

A. Pam.

Q. Okay. So they live up in where?

A. They live -- Well, their mailing address is Geneva, Wisconsin.

Q. Lake Geneva?

A. But they don't live in Lake Geneva. Oh -- No. It's Genoa. What am I saying. It's Genoa, Genoa, Wisconsin.

Q. Right near Lake Geneva?

A. Right. It's close.

Q. Okay. And before being married to Pam four years ago, did he live with you two?

A. No. They lived in that house where they live now but they weren't married.

Q. How long did they live at that house?

A. At least 12 years.

Q. Oh, that long?



A. Yeah. Maybe 12 years.

Q. So 12 years ago was David living with you?

A. Yeah. He lived with me then.

Q. For how long?

A. His whole life until he left. He was there a long time.

Q. How old is Dave?

A. Dave is 45 right now.

Q. Okay. So he lived with you over 30 years then?

A. Probably. Yeah. Yeah.

Q. Right?

A. 30. Yes. Yep.

Q. What does Dave do for a living?

A. He does auto body work.

Q. Does he do it for somebody or out of his house?

A. He is self-employed.

Q. Out of his house then?

A. Yeah. Right.

Q. Okay. You are aware of this chain saw accident involving my client Paul Dulberg at your house, right?

A. Correct.

Q. And I think it happened in June of 2011. Does that make sense?
A. Yes.
Q. Okay. Do you know the day?
A. I believe it was the 28th or the 29th of June. It was towards the end there.
Q. Okay. And the incident occurred I think -- and just generally now, we are going to go into the details, but I think Paul was helping Dave with some tree, cutting down some branches or something on your property, right?
A. Correct.
Q. Okay. And Dave has already been deposed and I don't have -- I am just trying to remember what he said.
A. Uh-huh.
Q. But so I am going to ask you a little bit about what your understanding was that he was doing but as I recall, he said that he was taking a tree down for you. Does that sound right?
A. Yeah. There was two trees in the back there. They were evergreens.
Q. So there were two trees that you wanted him to take down?



A. Yes. Because we were going to put a shed up back there.
Q. Okay. So at some point I am assuming neither you nor your husband are able to take a tree down with a chain saw, right?
A. No.
Q. Is that right?
A. That's correct. We did not.
Q. Well, you aren't even able to do it because you are just not -- you don't know how to do a chain saw?
A. I am afraid of a chain saw.
Q. Probably your husband is the same?
A. Yes. He never used one either, yeah.
Q. So you knew that Dave had some experience with chain saws?
A. Yes.
Q. Okay. If I were to go through what level of experience he had in using chain saws before Paul's accident, would you know?
A. He has used them many a times. If you go from a one to a ten, I'd have to say a ten because he has taken down trees at his house and so -- big trees.
Q. This is what I am asking, though --



A. Okay.
Q. Let me ask it this way: Before Paul's accident, do you know how long Dave has had experience using chain saws? A year, five years, ten years, twenty years, do you have any idea?
A. Well, I'd have to say probably as long as he was probably on his own property because he had cut down trees then and anything prior to that, I really don't remember.
Q. Okay. So you are saying for at least the last 12 years?
A. At least, yes.
Q. Okay. So as soon as Dave began living up in Genoa from that time until Paul's accident you knew he was using chain saws?
A. Right.
Q. Before he began living up in Genoa 12 years ago, what experience he had with chain saws you are not sure; is that correct?
A. No, because like you said, he lived with me for how many years and the only thing we ever cut down on our property was the apple tree in the back.
Q. And did he do that?
A. Yeah. He did that.



Q. With a chain saw?
A. With a chain saw, so that was before this accident happened the timeframe.
Q. So I want to get a summary of what you have just said just so I understand.
A. Okay.
Q. So you are saying for the past 12 years while Dave was living up in Genoa, you believed he has used a chain saw regularly because that would be needed on his property?
A. Uh-huh.
Q. Right?
A. Right.
Q. Okay. But 12 years ago, before 12 years ago when he lived with you, you knew he took down a tree but other than that, you are not aware of what experience he had with chain saws; is that right?
A. No. I don't know if he had any.
Q. Is that correct what I just said?
A. That's correct. That's correct.
Q. I am going to say it again because the no and the yeah messed it up.
A. Okay.
Q. Before 12 years ago --

A. All right.
Q. -- prior to that, other than Dave cutting down a tree on your property while he was living with you, you are not aware of any other experience he had using a chain saw during -- before 12 years ago; is that correct?
A. Correct.
Q. Okay. And how long did it take him to cut that tree down more than 12 years ago on your property?
A. Well, that wasn't even 12 years ago. That tree was -- Okay. I'm sorry. The tree was actually cut down before -- you know, not long before this accident happened.
MR. BARCH: You got to listen to his questions because he was asking you if the apple tree was cut down more than 12 years ago so you got to listen to his question.
MR. MAST: Let me say it again.
THE WITNESS: I was going to break in but then --
BY MR. MAST:
Q. I am happy to go through this to make sure you understand it but if you don't understand it, you got to let me know so we don't get it taken down



wrong, okay?
A. All right.
Q. So let's go back over that. All right. Over the last 12 years while Dave was living up in Genoa with his wife, you have known Dave to regularly use a chain saw not only at his property but for you, right? Is that correct?
A. Okay. Correct.
Q. Okay. Prior to 12 years ago when Dave was living with you for the rest of his life pretty much, have you ever known what experience he has in use of a chain saw?
A. No.
Q. Okay. Do you know if he ever used a chain saw more than 12 years ago?
A. I don't know.
Q. Okay. So the answer is the first time you are aware that Dave has used a chain saw was after he moved from your house and moved up to Genoa and lived with his wife?
A. Right.
Q. His soon to be wife, right?
A. Right.
Q. And that was for the last 12 years, correct?



A. Correct.
Q. Before that you are not sure what experience or use he had of a chain saw, fair enough?
A. Fair enough. Right.
Q. Okay. So I am assuming, and you can correct me if I am wrong, did you ever see Dave use a chain saw over at his house?
A. No. I would --
Q. You just knew he did?
A. Right. I seen a tree down.
Q. Did he have his own chain saw?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. You can't block your mouth because we have to make sure you say it loud for us, all right?
A. Yes.
Q. I am assuming, and you can correct me if I am wrong, the only time you saw Dave use a chain saw has been on your property?
A. Yes.
Q. And that would have been within the last 12 years?
A. Yes.



Q. Okay. All right. So my next question obviously is then before Paul's accident, how many times have you known Dave to use a chain saw on your property?
A. Twice.
Q. Okay. One was for the apple tree and the other was for this accident, right?
A. No, and the other one was the tree in the front we had taken down before this, too, within, you know, a span of maybe a couple months and we had somebody come and take down the whole tree but this was like big pieces. It was a huge tree.
Q. Got it.
A. And so David and Paul were helping. They were using Paul's chain saw.
Q. All right. I am going to get to that. It's a little bit more wordy than I was asking. My question was: How many times before Paul's accident had Dave cut or used the chain saw on your property and your answer is three?
A. Well, twice. The apple tree and the big tree in the front.
Q. And he was also working on your property before --

A. Right, and --
Q. We can't talk over each other, though. You got to let me come to an end, okay, and then you can answer. I will let you say whatever you want but you got to let me come to an end.
Would it be fair to say that Paul has used a chain saw on your property in the last 12 years three times, three separate times?
A. Did you just say Paul?
Q. I'm sorry I did, didn't I?
MR. ACCARDO: Yes.
MS. MAST: See, she is listening to me.
BY MR. MAST:
Q. Is it fair to say over the last 12 years Dave has used a chain saw on your property on three separate occasions?
A. Correct. Yes.
Q. Okay. The one occasion was in conjunction with the work he was doing before Paul's accident?
A. Yes.
Q. The other was the apple tree?
A. Uh-huh.
Q. Yes?
A. Yes.



Q. And the other was that tree in the front that you had cut down and he had to cut it up?
A. Correct.
Q. Is that right?
A. Yes.
Q. All right. So now I want to try to get a timeframe for those three occasions. I know when the third occasion was because that's in June of 2011, right? Right?
A. Right.
Q. Okay. So give me the timeframe of the other two occasions if you can generally.
A. Well, let's see.
Q. Because you were talking about months before and stuff.
A. Yeah. Probably months in between. I would have to say this was -- I'd probably have to say maybe the beginning of May was the real big tree in the front that he did help at the end cut up.
Q. May of what year?
A. The same year, 2011.
Q. I need you to say it, though. I don't want to say it.
A. Okay. May 2011.



Q. Okay.
A. And the apple tree, too, it was in 2011 and it was probably shortly after that. Maybe the beginning of June.
Q. Okay. Very good. Is the apple tree kind of a smaller fruit tree that we are talking about then?
A. Yes. It was probably like that, the trunk, yeah.
Q. I get it. Maybe about 6 or 8 inches?
A. Yeah. Diameter.
Q. Diameter.
A. Yes.
Q. So the first tree that Paul had to cut or the first use of a chain saw on your property before Paul's accident would have been that same year a month before?
A. Uh-huh.
Q. Yes?
A. Correct. Correct.
Q. All right.
A. Yes.
Q. And that was where the big tree in the front was taken down already, Paul didn't -- or Dave didn't have to do that, right?



A. No.
Q. Is that right?
A. Correct. He did not cut it down.
Q. But you asked him -- you asked Dave to cut up the trunk after the tree was already cut down; is that right?
A. Can I elaborate on that and say something?
Q. Well, you can elaborate any time you want but I'd first ask you to answer my question so that the answer is shown on the record.
A. No. I did not ask him to cut it.
Q. Okay. What did you ask him to do?
A. But after the tree was removed, this big huge tree by a tree company, there was a big huge stump out there and what happens is they didn't take the wood away because that would cost extra money and we knew that Paul would probably want it for his fireplace which he did and these things were huge so they were cutting them into smaller pieces.
Q. Who is "they were"?
A. My son and Paul.
Q. So the stumps were left by the tree company in May 2011 after they cut the tree down --
A. Uh-huh.

Q. -- and Paul and Dave you didn't ask them to but they -- Paul wanted to keep some of that wood so he asked Dave and they worked together to cut up those stumps?

A. Right. To cut up the big rounds. You know, they took away branches and stuff but they left big chunks and that's what they cut up.

Q. You mean "they" took away, the tree company took away the branches?

A. Right. The branches.

Q. But left the stumps?

A. Okay. The stump. Well, the stump, right. The stump. Yeah. The stump is still there.

Q. Well, there is other little stumps that are cut apart, right?

A. Yeah. They were trunks of the tree, you know, yeah. Uh-huh.

Q. All right. So after the tree company cut the tree down in May of 2011, there were sections of the tree that were cut up by the tree company that were left behind?

A. Correct.

Q. And Paul and Dave cut them up so Paul could use it as firewood at his house?



A. No.

Q. Okay. Other than Paul and yourself, is there anyone else Paul -- I'm sorry. Other than Paul, Dave and yourself, is there anyone else that would have to your knowledge seen Dave use a chain saw before Paul's accident?

A. Well, I'd have to say no because I can't remember actually.

Q. That's fine.

A. I seen him cut the tree.

Q. I'm not asking you to put your name in there.

A. Nobody else, no.

Q. Okay. How long did Paul and Dave work on those tree sections cutting them up? How long did that take? One day, more than a day?

A. Couple hours.

Q. Okay. So just one day then?

A. I believe.

Q. Okay. And was anything left after they cut those stumps up?

A. No. Paul took it all.

Q. Okay. Did he pay you for it?

A. No. I gave it as a gift. He said he wanted it.



A. Yes.

Q. Do you know if Paul was using a chain saw during that time?

A. Well, it was his chain saw.

Q. But you know what I am asking, right?

A. Yeah. You know, I can't really remember if they were both doing it or --

Q. All you have to say is I know or I don't know.

A. I don't know. I really don't know.

Q. That's all you got to say and I will move on.

Had you ever seen -- Before Paul's accident, had you ever seen Paul use a chain saw?

A. No.

Q. Okay. So whether he used it properly or dangerously prior to Paul's accident you don't know if Paul did or didn't?

A. No.

Q. You seen Dave use it on occasion before Paul's accident as we already talked about, right?

A. Right.

Q. Did you believe he used it safely?

A. Yes.

Q. Ever see him use it unsafely, this chain saw?



Q. Very good. Okay. But who cut it up with the chain saw you don't know, right?

A. I don't remember if they both did it or if David just did.

Q. Okay. Do you know -- Again, I am just asking what you know. If you don't know, you can just say I don't know.

Do you know between Paul and Dave before Paul's accident who was more experienced on the chain saw?

A. No.

Q. Okay. Then after that big tree in the front was cut up, there was the apple tree that was cut up shortly after that, right?

A. Correct.

Q. Also in May or June of 2011, right?

A. Correct.

Q. And that is a 6 to 8-inch diameter and were there any branches off the tree had to be cut up or just the tree cut down?

A. No. There was branches.

Q. Okay. Do you know -- Did you see that being cut down?

A. Yeah. David was out there trimming.

Q. Who cut the apple tree down?
A. David did.
Q. Did Paul -- Was Paul involved in the apple tree being cut at all?
A. I believe no.
Q. Okay. So David did all that work?
A. Yes.
Q. How tall was that apple tree?
A. As tall as my house, 20 feet.
Q. And, again, that might have taken a couple hours and that was over then?
A. Yes.
Q. And who took the wood from that tree?
A. I believe we put it in the back. We have it piled up.
Q. Okay. So that was -- Those are two tree projects that we just talked about in May or June of 2011, right?
A. Correct. Yes.
Q. The third project is the two trees that you said were in the backyard that you wanted to put a shed back there so you wanted those trees cut down, right?
A. Yes.



Q. And that was a project where you asked Dave to do again, right?
A. Yes.
Q. You didn't ask Paul to do it, did you?
A. No.
Q. Okay. Sometime in June you told Dave, hey, we need those two trees cut down in back, right?
A. Correct. Yes.
Q. And you asked him to do it, right?
A. Right.
Q. And he said he would do it for you?
A. Right.
Q. Okay. And the reason they had to be cut down is you wanted to put a shed back there?
A. Right, and we didn't want to of course put a shed up first and then take the trees down.
Q. Right. I understand. Okay. What was the diameter of that -- of the two trees that were the evergreens that were going to be taken down, if you know?
A. Well, I'd have to say that they were probably both at least 60 feet tall.
Q. Okay.
A. And the base of them was -- I don't know.



Q. A foot or so around?
A. Yeah. Maybe more.
Q. Well, if you measure -- Hold on.
A. Okay.
Q. If you measure it from one side to the other side, is that about a foot wide?
A. No. It was more.
Q. More than a foot wide?
A. More than a foot wide.
Q. A foot and a half wide?
A. Yes. At least.
Q. Both of the trees were the same size?
A. About the same.
Q. Okay. Okay. And when Paul's accident occurred, had both of the trees already been cut down?
A. David had gone up the trees by, you know, and cut down --
Q. We are going to start there later, but I am asking you right now by the time of Paul's accident, were both of the evergreen trees already cut down or was he going limb by limb?
A. David was cutting limb by limb but I believe Paul came over when David needed him to help him.
Q. You are going too far away. I am just asking



you right now at the time of Paul's accident what the condition of those two standing evergreens were. Were they both still standing?
A. There was branches on the ground already.
Q. Were the trunks still standing?
A. Okay. Yes.
Q. Okay. That's what I am trying to find out.
A. Okay.
Q. Do you know the process Dave was choosing to cut the trees down? Was he going first up the tree and cutting the limbs down first and then he was going to do the trunk or do you know?
A. He was going up the tree and cutting down the branches.
Q. Okay. And then after the branches were cut down, he would take the bases down and cut the trunks down?
A. He didn't do that. We hired someone to take the tree down the rest of it because they were so tall.
Q. I got you.
A. Okay.
Q. So you asked Dave then his job with regard to these two evergreens in the backyard was just to take the branches down?

A. Yes.
Q. Right?
A. Correct.
Q. And since the trunk was so big, you didn't want Dave doing that because this was a big project. You had a tree company come in to do that.
A. Right.
Q. Okay. And I am assuming there is countless branches on both of these evergreens, right?
A. Right.
Q. Do you know the size of the bigger branches that came off the tree?
A. Probably at least that big.
Q. Maybe about four inches from one side to the other, yes?
MR. BARCH: I want to get -- I think we are just -- I want to make sure that you are giving estimates when you are or an accurate number. Just clarify for when you are estimating or not. I don't want you guessing.
BY MR. MAST:
Q. Now listen, I know you didn't go out with a tape measure. What I'm asking is if you can estimate. If you can't, if it's just a guess, then fine but hold



on. Let me ask the question.
My question is: If you put your fingers on both sides of the heavier bigger branches on these evergreens and you measured one finger to the other --
A. Right.
Q. -- what is the approximate distance you think you'd have for the width of those branches, the bigger ones?
A. I would say maybe three inches.
Q. Okay. All right. And those would have been -- the bigger ones would have been at the bottom or closer to the base of the tree, the thinner ones up at the top, right?
A. Yes.
Q. Okay. Now, and, again, if you don't know, that's fine. I keep saying that because I don't want you to guess but I am trying to find out what you know. So my question is: By the time of Paul's accident, the day of Paul's accident, was that the first day Dave was beginning work on those two trees?
A. It's been awhile and I really can't remember. I think he did come by the one day to start it and because there was all these branches piled up, then Paul came over the next day and helped.



Q. Okay. And I think that might have been even what he said so that sounds accurate.
A. Yeah, because he had to go someplace that day.
Q. So Paul to your knowledge -- Strike that.
To your knowledge, Dave had worked out at your house on these two evergreens the day before Paul's injury cutting some branches down.
A. Right.
Q. And then Paul came over the next day to help?
A. Right.
Q. Is that your understanding?
A. Yes.
Q. Okay. Did Dave ask you if Paul could come over and help or did he ever go through that with you or did he just do that on his own?
A. He did it on his own.
Q. Were you going to pay Paul or not Paul. I keep getting the names mixed up.
Were you going to pay Dave to do this work for you?
A. He came over as a favor of my son to cut the trees down and for his time I was going to give him something for gas. He had to come up, you know, from



his house and that I was going pay him something.
Q. Was it predetermined what you were going to pay him?
A. No. I didn't know. I just figured I'd give him something.
Q. Like 20 bucks or something for gas?
A. Money to just --
Q. So you were going to pay him, how much, you don't know and it wasn't going to be a large amount, fair enough?
A. Right. Yes.
Q. So the first day that Dave started the work the day before Paul's accident was cutting some branches down from the two evergreens?
A. Yes.
Q. Was he starting on one evergreen first or was he going to do both kind of in tandem together, if you know?
A. Well, there was a big pile of branches. I really can't remember if when Paul came in both were already trimmed up or if he had just done one of the bigger ones.
Q. So the answer is I don't know.
A. I don't know.

Q. Okay.
A. Right. I can't remember.
Q. All right. So the next question is: When Paul came over the next day of this tree work that Dave was doing, the status of the trees and how far up one or more of them were cut you don't know; is that correct?
A. Correct.
Q. Okay. But by the time Paul got there the day of his accident, the second day in to doing the work, some branches Dave had already cut the day earlier?
A. I can't remember. I don't know.
Q. Were there some branches on the ground already?
A. They were on the ground but as he was cutting and they were just falling down, okay?
Q. Right.
A. But I don't remember if he actually had started to cut up branches himself that very first day he was there, that it was just one big pile.
Q. Okay. And maybe I didn't word it properly but my question was: By the time Paul arrived at your house on the day of the accident, there were already branches that had been cut down from the tree that



were on the ground?
A. Right.
Q. Were they piled up yet or were they all just scattered on the ground?
A. I don't remember.
Q. Okay. And you don't know -- I think what you were saying is you don't know if Dave had already begun to cut up those branches that had been cut down from the tree or whether they were still all together in full lengths, right?
A. Yes.
Q. Okay. Do you know when Paul arrived at your house the day of his accident?
A. I can't give you a precise time. It was probably later morning, early afternoon.
Q. Other than late morning, early afternoon, that's as specific as you can give me?
A. Right. I can't give you a time exactly.
Q. Okay. Late afternoon -- Late morning, early afternoon seems to be around 12:00 or 1:00. Does that sound about right?
A. Yeah.
Q. And did you greet or see Paul when he arrived first at the house?



A. I saw his truck in front so I knew he was over.
Q. But how long he had been there when you first saw the truck you don't know; is that correct?
A. I don't remember, no.
Q. Is that correct then what I just said?
A. Correct. Uh-huh.
Q. Okay. All right. When you saw Paul's truck out in front, that would have been the 12:00 to 1:00 kind of timeframe?
A. Right.
MR. BARCH: Well, I need to object. It's an approximation. I don't want it to be looked at we are using that as if that is the time so I object to form of the question.
BY MR. MAST:
Q. I said earlier we are thinking somewhere around 12:00 to 1:00 generally, fair enough?
A. Yes.
Q. And that's the first time you saw Paul's truck in your drive, correct?
A. Uh-huh.
Q. Yes?
A. Yes.



Q. So whether Paul was there before you saw his truck or how long you saw his truck, you don't know, correct?
A. No.
Q. Is that correct?
A. Correct.
Q. What Paul was doing by the time you saw his truck around 12:00 to 1:00 generally out at your property, you don't know, correct? Is that correct?
A. Correct.
Q. Okay. You know he was helping Dave but exactly what Paul's tasks were, do you know?
A. No.
Q. Did you at any time that day before Paul's accident observe their work?
A. I went out there to give them some water because it was a hot day but that was it.
Q. Did you go out there to give both Paul and Dave water?
A. Yeah. I gave them water.
Q. A glass of water?
A. Probably a bottle, like this.
Q. Okay. And how many times did you do that before Paul's accident?

A. Maybe once. I don't exactly -- Once. Say once.
Q. Okay. Okay. And when you went out there, how long were you out there?
A. Probably a few minutes. I talked to him. Said hello and --
Q. Were Dave and Paul working at any point while you were out there giving them water?
A. No. Not that I can remember, no.
Q. Okay. So what Paul's tasks were doing -- Strike that.
What Paul's tasks were during the work and what Dave's tasks were during the work, you did not observe; is that correct?
A. Correct.
Q. All right. So now I am going to summarize this, and you can correct me if I am wrong, but before Paul's accident, is it fair to say you only went out of the house and saw what they were -- saw the progress of the work once; is that correct?
A. Correct.
Q. And that was to deliver water to him for a couple of minutes you were out there?
A. Correct.



Q. And during the time you were out there for a couple minutes delivering water that one time, you did not see either of them do any work that you can recall, correct?
A. Correct.
Q. Okay. So as far as who was doing what work before Paul's chain saw accident on your property that day, you don't know who was doing what, correct?
A. No.
Q. Is that correct?
A. Correct.
Q. Okay. When you say no, that's why I have to ask to make sure you understand my question. Is that correct?
A. Correct.
Q. Okay. Do you know if Paul -- at any point that day of his accident at your house, do you know if Paul operated that chain saw that they were using to trim these branches, do you know if he did?
A. No.
Q. Okay. You know that Dave was using the chain saw, correct?
A. Yes.
Q. Okay. Other than the chain saw -- Well, strike that.
The chain saw Dave was using to cut the branches up at your house the day of Paul's accident, was that the chain saw that was your chain saw?
A. Yes.
Q. Do you know if Paul had his own -- Strike that.
Do you know if Dave had his own chain saw?
A. Not with him.
Q. He had his own but it was at home, right?
A. Yes.
Q. Okay. Instead of him bringing his chain saw, he used yours, right?
A. Yes.
Q. Is there a reason he decided to use yours as opposed to bringing his own?
A. Ours was new.
Q. Is yours the one that's sitting here on the table today?
A. Yes.
Q. Okay. At the time of Paul's accident at your house with the chain saw, did you own more than one chain saw?





A. We have an electric one in the basement but we didn't use it.
Q. Okay. So at the time of Paul's accident --
A. Yes. I'm sorry.
Q. Once I start I am assuming you are done. Okay. At the time of Paul's accident, you owned and had available to use an electric chain saw and a gas chain saw, correct?
A. Yes.
Q. The electric chain saw was in the basement and was not being used for any of the work that Dave and Paul were doing, correct?
A. Yes.
Q. All right. Why was that not being used?
A. It wasn't big enough and the chain on it was dull.
Q. Okay. So Dave chose to use the gas one at your house, correct?
A. Yes.
Q. That was by his choice. You didn't make him, did you?
A. No. I didn't make him. Yeah. I know you don't want me to elaborate. No. He chose to use that one. It was new and it had never been used and the

blade was sharp.
Q. And, again, it's not that I don't want you to elaborate. I want you to elaborate if you think it's necessary. All I am saying is if you are not answering the question, then I need to ask the question again, okay? Okay. You can say whatever you want to say, okay?
A. Okay.
Q. So the chain saw we have today here on the table is the gas chain saw that Dave was using to cut up the branches when Paul was injured, correct?
A. Yes.
Q. Okay. And this was the only gas saw you had present and available and that you owned on your property at the time of Paul's injury, correct?
A. Yes.
Q. Had Dave ever used this particular chain saw before the day of Paul's accident?
A. I can't remember if he actually did use it to cut up the apple tree or not. I don't remember.
Q. When you say it was new, you mean it was -- Wait. I just started my question.
When you say this chain saw was new as of the day of Paul's accident, are you saying it had



never been used or you don't know if it had been used?
A. I don't remember. All I know is it was new and we bought it in that year.
Q. You bought it in 2011?
A. Yes.
Q. Where did you buy it from?
A. It's on the manual inside the date where it was purchased at and everything.
Q. I am asking you.
A. I don't remember but it's written on the manual so if you want that information, I don't know.
Q. Listen, I can get it anyway. I am asking you. If you don't know, you can just say.
A. I don't remember. It was just in 2011 we purchased it.
Q. All right. And why did you purchase it?
A. Because we had trees that we knew needed to be cut down.
Q. Okay. Did you purchase it, however, though, for you or your husband to use or for somebody else to use that might have to use on your property?
A. I guess we purchased to have a chain saw that worked well and was new and had a sharp blade and I didn't particularly buy it for, you know what I mean,



say, oh, I am buying a new chain saw here. We bought it because we needed a chain saw.
Q. This is my question: I'm sorry if you think my questions are funny but my question is this: Did you purchase it expecting that you or your husband was going to use it or that somebody else other than you and your husband were going to use it?
A. Someone else.
Q. Okay. Not necessarily Dave but somebody else other than you and your husband?
A. Right.
Q. Okay. And whether this chain saw, this gas chain saw, that you purchased new in 2011 had been used prior to cutting these two evergreens down in June, 2011 you are not sure, correct?
A. I don't remember, no.
Q. Okay. If it had been used prior to the two evergreens, that job in June of 2011, it had only been used once before and that might have been the apple tree job, correct?
A. Yes.
Q. Okay. Where these evergreens were and where Dave and Paul were working, that would have been in the backyard of your house?



A. Yes.
Q. If you -- What were you doing that day? I am sure you were in the house, correct?
A. Right.
Q. You weren't working outside, were you?
A. I was outside for awhile playing with his dog in the backyard but, I mean, I didn't stay out there for any length of time and I was in the house most of the time.
Q. Okay. So other than delivering water to Paul and Dave before Paul's accident and maybe being out of the house to run around with the dog for a few minutes, everything else, all of your other activities would have been inside the house that day, correct?
A. Yes. Yes.
Q. Okay. And if you ran the dog outside for a few minutes, do you recall doing that before Paul's injury or not?
A. Yeah.
Q. Do you know how long? It was just a few minutes?
A. Yeah. Probably. I mean, just throw a ball around and get a bone.
Q. And would that have been near where Dave and

Paul were working?
A. Yeah. I mean, my yard is not that big. Yes. It's near.
Q. Okay. Do you recall having any observations of what they were doing at the time you were outside playing with the dog?
A. No. I don't remember. No. I would say no.
Q. Okay. Was that after you saw Paul's truck in the drive that you said you first noticed Paul would have been over by that time around 12:00 or 1:00, somewhere around there?
A. Yes. It was after I was out there with the dog.
Q. Okay. Do you know about what time -- How did you first learn Paul was injured?
A. They came running in the house. He was bleeding and I gave him a clean towel to wrap around his arm and David drove him to the hospital in Paul's truck.
Q. Okay.
A. It was fast. I mean, they didn't waste any time getting to the hospital.
Q. Okay. We are going to go through all that step by step. About what time was that that Paul ran



in the house?
A. I don't remember. It was maybe an hour, maybe it was 2:00. I don't know, an hour later.
Q. An hour later meaning -- hold on -- an hour after you first saw Paul's truck was in the drive around 12:00 or 1:00 or approximately sometime around there?
A. Right. They were working.
Q. So I am trying to get the chronology of this and I understand it's not exact, I get that, but you are saying again very generally 12:00 or 1:00 was when you saw Paul's truck in the drive. An hour from whenever that was later was approximately when Paul ran in the house and said he was injured?
A. Right.
Q. And he was bleeding from what arm, if you know?
A. I don't remember. I think it was his right arm.
Q. Okay. You are not positive or are you sure about that?
A. I am not positive.
Q. Okay. Hold on a minute. All right. So during that approximate hour time that you knew Paul



and Dave were working on those -- on the trees, you had been out there just a couple minutes outside running with the dog and then delivering water during that one hour time?
A. Yes.
Q. Okay. Were you doing anything in particular inside the house?
A. What I usually do every day.
Q. What's that?
A. Dishes, wash clothes, clean up, whatever. I don't remember, you know, but working inside the house, yeah.
Q. Okay. What was your husband doing?
A. Probably watching television.
Q. Okay. Do you remember what day of the week this was?
A. I think it was during the week.
Q. And I didn't ask you this before but are you retired?
A. I am.
Q. Okay. Is your husband retired as well?
A. Uh-huh.
Q. Yes?
A. Yes.



Q. Okay. What kind of work did you do before you retired?
A. I worked at Intermatic.
Q. What is that?
A. It was in Spring Grove. I worked in production.
Q. What kind of company is that?
A. They made lighting sets, timers.
Q. Is that like factory type work?
A. It was factory, yeah.
Q. Okay. And what was your husband's kind of job he did before he retired?
A. He was a carpenter.
Q. Okay. I didn't even ask this. William, how old is William?
A. He was born in 1953. He will be 60 this year.
Q. Okay. Is he in good health?
A. Huh?
Q. Is he in good health?
A. He is on Social Security disability.
Q. For what kind of disability?
A. For he got injured at work.
Q. What?

A. His back.
Q. Okay. So he is not able to be real active?
A. No. He can't lift up heavy things.
Q. That's what I am trying to understand.
A. Yeah.
Q. Okay. Are you healthy?
A. Yeah. I am all right. I am living. That's about it.
Q. Do you have any disabilities?
A. No. I am not -- I am on Social Security but -- Okay. No. I am not.
Q. All right. Let me just ask the question. Do you have any physical disabilities whatsoever?
A. I am okay.
Q. Okay. All right. The work that you were doing in the house, if you wanted to, would you have been able to just look out the window and see the work that Paul and Dave were doing or were they doing it at a spot where you really couldn't see them?
A. I couldn't see them.
Q. So even in the house had you looked out a certain part of the house, you wouldn't have been able to visualize them outside working; is that correct?
A. Correct.



Q. Okay. So in order to see what they are doing, you'd have to go outside and take a look?
A. Yes.
Q. Right?
A. Yes.
Q. And you didn't do that except for when you went to deliver water. That's the only time you went outside in the area where they were working, correct?
A. Right and played with the dog twice. That was it.
Q. Right but playing with the dog you weren't even paying attention to what you were doing, correct?
A. Yeah. I was paying attention to the dog. No, I wasn't.
Q. Is that correct?
A. Yes. That's correct.
Q. So the only time you would have been in the area to observe what they were doing is when you delivered the water?
A. Right.
Q. And that's the time you remember telling me you don't remember seeing what they were doing; is that correct?
A. No. I don't remember.



Q. Is that correct?
A. Correct. Correct.
Q. All right. Did your husband ever go outside while Dave and Paul were working?
A. I don't remember.
Q. Okay.
A. I don't remember.
Q. Did you ever talk to your husband about the incident with Paul?
A. You mean about this whole thing?
Q. Yes.
A. Yes.
Q. Well, not --
A. Oh.
Q. Hold on. Not about what happened as a result of the incident, meaning the lawsuit and things like that. I am asking about did you ever talk to your husband about how the incident may have occurred?
A. I probably -- Well, I wasn't there to see it so I couldn't really tell him how I thought it happened.
Q. Well, did you ask him if he saw it or --
A. He didn't see nothing, no.
Q. Okay. All right. When Paul came in, ran in



the house as you described from being injured --
A. Right.
Q. -- you offered him to wrap his arm?
A. Yes.
Q. And then so how long was he in the house physically or did he just run in and run out with Dave?
A. I have to say it might have been a minute. I ran immediately, got a clean towel, put it on his arm and they went to hospital.
Q. Did you visualize the injury? Did you see it?
A. I could see the cut.
Q. That's what I am asking.
A. Yes. I could see the cut.
Q. How long was the cut?
A. Probably like this I would think.
Q. About six inches or so?
A. Yeah. He -- probably like that on the forearm.
Q. Approximately six?
A. Yeah. Maybe on his forearm.
Q. And did you do anything to determine how deep the cut was?

A. No. I got a towel and no, I didn't.
Q. Okay. All right. So although you know it's about six inches long, you don't know how deep it was; is that correct?
A. No. I don't know.
Q. Is that correct?
A. Correct.
Q. After wrapping it, and this is all within a minute, Paul runs out with Dave and Dave takes him to the hospital?
A. Correct.
Q. What hospital?
A. McHenry.
Q. NIMC?
A. Yes. NIMC.
Q. Do you know how long they were at the hospital?
A. Well, I called -- I don't know. I don't know. I called the hospital to see.
Q. What?
A. I called probably after they got there. What does it take, 15 minutes to get there. Maybe a half hour or something I called after.
Q. Just to find out the status?



A. Yeah. See how he was doing.
Q. Did you learn anything?
A. Yes.
Q. What did they tell you?
A. In the emergency room they told me that as far as they could -- their knowledge, he didn't have any damage done other than a superficial wound that they would clean up and stitch up and give him medication, you know, for pain and antibiotics for infection.
Q. That's what the nurse people told you, the people attending in the ER?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. Okay. And then did you -- Did Dave or Paul have a cell phone with them when they went to the hospital?
A. I can't recollect for sure.
Q. Does Dave have a cell phone?
A. Yes, he does.
Q. Did he have it at the time?
A. I don't remember.
Q. Okay. Did either of them -- Well, strike



that.
After Dave and Paul went to the hospital right after the accident occurred, did you hear from either of them while they were at the hospital?
A. No. When they came back, no.
Q. Okay. It wasn't until they came back from the hospital?
A. To my house.
Q. Was that Dave or both Dave and Paul?
A. Both Dave and Paul were at my house afterwards.
Q. Do you know how long that was after the time they left to go to the hospital that they arrived back at your house?
A. The length of time he was gone I am not quite sure.
Q. What did you say?
A. I am not quite sure. Maybe an hour and a half or something I mean by the time they did their job and --
Q. Okay. All right. So it's your understanding that Paul was injured, he runs into the house. Does Dave run into the house, too?
A. He is right behind him.



Q. So they both run into the house, right? Yes? Yes?
A. Yes.
Q. You wrap the arm, then they run back out. They go to the hospital. They are at the hospital approximately, and I know you didn't time it, but approximately an hour and a half at the ER?
A. Uh-huh.
Q. And they come back to your house, correct?
A. Correct. Yes.
Q. And then Paul and Dave come into the house again?
A. Yeah.
Q. Okay. And do you sit down and talk to him or what happens?
A. Well, Paul needed medication to have refilled and he didn't have any insurance and didn't have any money on him so I gave him $50 to go get the prescriptions refilled.
Q. Okay.
A. Not knowing how much they would cost but you know.
Q. So as I understand it, Paul comes back to your house from the ER and says, hey, I need to refill

this prescription for pain medication and don't have any money and you give him $50?
A. Yes.
Q. Okay. So he asked -- Did he ask -- Hold on. Did he -- It looks like you want to talk. Did he ask you for the $50 or did you just offer it to him?
A. I offered it to him. He didn't ask.
Q. How long was Paul in the house when he returned from the ER until he left to get the prescription filled?
A. They weren't there maybe a few minutes and they went to the drug store.
Q. So Dave then took Paul in Paul's truck and went to the drug store to fill the prescription?
A. Uh-huh.
Q. And then when Dave returned, did he return alone or with Paul again?
A. I believe he took Paul home.
Q. Right.
A. And he could walk from Paul's house.
Q. Right. So it's your belief that Dave would have walked from Paul's house back to home and that's when he arrived home then?
A. Right.



Q. Was that within the hour?
A. I don't know how long he was at Paul's house once he --
Q. Okay. But after Dave and Paul left in Paul's truck to go fill the prescription, Dave then returned next alone to the house, right?
A. Back to my house.
Q. Yes.
A. Yes, because he --
Q. So it was your feeling that he probably dropped Paul after and left the truck at Paul's house?
A. Yeah. It was his truck. Paul's truck.
Q. I understand.
A. Okay.
Q. All right. Okay. Now, let's go back a little bit and let me ask a couple follow-up questions. When Paul ran into the house after the accident, okay --
A. Uh-huh.
Q. -- with the injury, did he say anything about how it happened?
A. There wasn't time. No.
Q. I understand there might not be time. I am just asking if. If they didn't you can just say they



didn't.
A. No.
Q. Let me ask the question again because you didn't answer it directly. When Paul arrived into the house --
MR. BARCH: I know you are frustrated with the way she answers questions but I think she is trying her best.
MR. MAST: There is no question she is trying her best.
BY MR. MAST:
Q. I'm not saying you are not trying your best.
A. I'm sorry. I know.
Q. You are doing fine actually. It's just actually when you do answer it kind of indirectly, I need to go back and I'm telling you why I need to go back. You are doing fine. There is no problem with what you are doing. I just need you to understand why I am asking the question again.
So when Paul runs in the house after being injured for the first time, I think you said Dave followed, right?
A. Uh-huh.
Q. Yes?



A. Yes.
Q. You saw the injury, you wrapped it and then they left immediately to go to the hospital, right?
A. Yes.
Q. During the time after the accident before they left to go to the hospital, did Paul say anything about how the accident occurred?
A. No.
Q. Did Dave say anything how the accident occurred?
A. No.
Q. So by the time Paul and Dave left to the hospital to the emergency room to treat Paul's injury, you did not know how it happened other than you assumed I am assuming you felt it was probably due to the chain saw, right?
A. Yes.
Q. But you didn't know that?
A. No.
Q. And they never -- either of them never told you how it happened, correct? Is that correct?
A. Correct.
Q. Okay. So they are at the hospital. You don't talk to them now until they arrive back at your

house after the ER, right?
A. Correct.
Q. And they are only there for a couple of minutes until they go fill the prescription for pain medication, right?
A. Right.
Q. And while they are there for a couple of minutes at your house before filling the pain prescription, does Dave or Paul tell you anything more about how the accident occurred?
A. No.
Q. Okay. I am assuming you put the dots together and you felt it was because of the chain saw but nobody told you that, fair enough?
A. Correct. Right.
Q. Is that correct?
A. Yes.
Q. Okay. So by the time Dave now returns home alone after dropping Paul off, you have not yet heard from Dave or Paul at that point how the accident occurred; is that correct?
A. Well, Dave would have had to come back to my house.
Q. That's where I am starting this question. By



the time he returns to your house, by that time you still have not talked to either of them about how it happened, correct?
A. No.
Q. Is that correct?
A. Correct.
Q. Okay. So Dave returns to your house alone and we are probably talking now, what, in the evening hours?
A. Yeah. Early evening.
Q. Maybe 4:00 to 5:00, somewhere in that general area?
A. Right. Yes.
Q. Okay. 4:00 to 5:00 p.m., Dave arrives home approximately and is there a conversation about what happened?
A. I can't remember.
Q. Okay. Any time the rest of that day does Dave make any statement about what happened?
A. Can I say something?
Q. Sure. If you want to.
A. In the aspect of all this thing happening so fast, coming into the house, literally wrapping his arm and rushing him to the hospital because he was really



concerned, when they came back to the house, they were only there a few minutes also. I gave them the money. When David came back obviously he drove Paul home because it was his truck, he came back to my house because that's where his car was, he was all upset and everything. I don't remember that anything really was said, you know, that Paul -- you know, little bit about Paul, you know, as far as not how the accident happened, how he was doing, you know, and that they got the prescriptions and then he went home but he didn't ever at that point at that time on that day, so.
Q. All you are saying then in summary is Dave never mentioned how the accident happened?
A. Not on that day.
Q. Hold on. You got to let me finish my question -- my statement. All you are saying is on the day of Paul's accident at no time did you hear from Dave or Paul for that matter how the accident occurred?
A. No.
Q. Is that correct?
A. Correct.
Q. Okay. So even when Dave arrived back from dropping Paul off, he stayed, what, for a few minutes?



A. Yeah. He didn't stay long. I can't really remember, you know, but he probably did stay, you know.
Q. Stayed for awhile?
A. For a bit, yeah.
Q. Did he ever go back and finish the work up?
A. No. He went home.
Q. So by the time Dave left for now home the day of Paul's accident, he still never told you what his version of the accident was; is that correct?
A. No.
Q. Is that correct?
A. Correct.
Q. Did you see Dave the following day?
A. I can't remember but he must have come back because the branches. You know, this is a year and a half ago, no.
Q. Listen, Carolyn, you don't have to tell me why. I have been doing this long enough. I know that memories aren't the best sometimes so you don't need to tell me why. My job, though, is to find out what you know.
A. No, I don't.
Q. So I have to go through this with you, okay? So let's just get through this. You are doing the

best you can. Let's just keep going.

Did you ever at any time after Paul's accident at your house ever talk to Dave about how it happened?

A. Yes. He did tell me.

Q. Okay. How many times have you talked to Dave where you heard Dave's version of it? Just once or more than once?

A. Maybe more than once.

Q. How many times?

A. I don't know. Twice.

Q. Okay. When was the first time after the accident that you spoke to Dave about how it happened? The next day, days later, how soon after the accident?

A. I don't remember.

Q. Do you know if it was within days of the accident?

A. No. I don't remember.

Q. Okay. Was it within at least a month after the accident?

A. Yeah. Probably.

Q. Okay. And was it at your house?

A. Or was it on the phone. I don't remember if it was.



Q. So it was either in person or on the phone?

A. Right.

Q. Okay. Do you know if anybody else was a party to that conversation meaning overheard that conversation?

A. No. Just me.

Q. So Dave would have either called you or he would have been at your house and he would have told you this, right?

A. Right. Correct.

Q. Okay. What did he tell you?

A. What happened. That he was out there with Paul, that Paul was helping him. David was using the chain saw and Paul was holding the branches and they had been cutting out there for awhile branches and everything seemed to be okay and then the one branch that when the accident happened that Paul was holding, Paul had repositioned his hand at the split second and moved his hand up on the branch because I guess it was flexing and he just instantly and then David was in the position, it only takes a second and that's how he ended up injuring his arm because Paul had moved his hand out of the position.

Q. So Dave blamed Paul for the accident then?



A. If he didn't move his hand -- They had been cutting for an hour and everything was going fine until this one incident happened, yeah.

Q. So the reason for the accident then according to Dave was because Paul was moving his hand and he didn't know he was moving his hand and he cut the hand or the arm with the chain saw, correct?

A. Right. Right.

Q. And, again, and if you don't know, that's fine but you don't know how long after the incident occurred that Dave first told you this, do you?

A. Well, it wasn't that day because he was all upset.

Q. I am just asking how long, if you know.

A. I don't know. Maybe a couple weeks. I don't know or next week, the week after.

Q. Okay. And you said maybe a couple times Dave had told you this, correct?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. When was the next time?

A. Well, I don't know. He probably told -- I don't know. Maybe before -- Well, I think it was



probably before he got the letter from you in December, you know. Up to that point, you know, he just thought that things would not end up this way not knowing, you know, and then when he found out the way he knew it happened and he told me and he knew what Paul had said the way it happened, he was kind of upset.

Q. Okay. But my question was: When is the next time you spoke to him? Hold on. You got to let me --

A. I am thinking.

Q. My question is: When is the next time after this first time of one or two weeks after the accident when is the next time you heard Dave express his version of the accident?

A. Probably a couple months went by.

Q. Okay. And that was after he heard Paul's version of the incident or not?

A. I think so. Yeah.

Q. And Dave got mad after he heard Paul's version of the incident?

A. He was kind of upset.

Q. Did he tell you why he was upset?

A. For what's written -- because he figured if Paul hadn't moved his arm forward to reposition on the branch David would have never cut him.

Q. Is that what Dave said to you?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. See, this is what I am trying to find out. I am trying to find out everything that Dave said describing the incident and his feelings versus Paul's version of the incident. That's what I am trying to find out.
A. Right.
Q. I don't want to know your version. I want to know what Dave said.
A. No.
Q. So Dave told you he is upset because he heard of Paul's version which is different from his version of the incident, correct?
A. Uh-huh.
Q. Is that correct?
A. Yes.
Q. Anything else that Dave discussed with you regarding how the incident occurred or his feelings regarding how Paul described the incident?
A. No. I mean, no. He just -- What he had said what his version was and knowing what Paul had said.



Q. Do you know what Paul's version is? Do you?
A. Well, I don't know if I put my foot in my mouth now because --
MR. BARCH: I think he is asking you what you have heard about Paul's version.
THE WITNESS: The version that I know is that Paul is saying that he was holding the branch and threw it down on the ground, that David had revved up the chain saw and came towards him to cut the branch that he didn't even have. He had already thrown the branch down on the ground. What would that make it seem like, David didn't even see his arm was there and that the branch --
BY MR. MAST:
Q. Carolyn, I don't want to get into an argument about what happened, okay. That's not my purpose here. What I am trying to find out is who told you what, when and how. Okay. That's what I am trying to find out. What you think makes sense or what I think makes sense is not the topic today, okay.
The version that you just described, whose version is that?
A. That's what Paul had said in his -- one of his -- Paul had said.



Q. In what? When did he tell you?
A. No. To your -- you, to the lawyer or in some kind of --
Q. How do you know that?
A. Because my lawyer told me.
Q. Okay. All right. Sorry.
MR. BARCH: Here's the thing, let me just say this, Carolyn, if he is asking you questions which require you to relate what I have told you --
THE WITNESS: Yes.
MR. BARCH: -- don't give that information. He is asking you about other people. Not about what you and I have talked about.
BY MR. MAST:
Q. All right. So let's go back. Okay. What I want to try to find out is this: I want to know everything Dave told you and everything Paul told you and everything anybody else might have told you other than your attorneys, okay? That's what I am trying to find out, three things. We have gone pretty far with regard to Dave so I am going to follow that up by saying: Have you told me everything that Dave has told you concerning the accident or Paul's injuries?
A. Yes.



Q. Is there anything else you want to add to that other than what you have already told me?
A. No.
Q. Regarding Dave now. Is that it?
A. Yes.
Q. Okay. So Dave has never told you more about what he thinks as far as Paul's injuries, nothing more? You have never told me anything about that.
A. You mean if David knew the extent of Paul's injuries?
Q. Yes. Has he discussed that with you at all?
A. He only knew, too, the day of when it happened what I had told him what I learned from the --
Q. ER?
A. -- from the hospital, from the ER.
Q. That's all Dave knows?
A. That's all he knew until all this started to unroll, right.
Q. Right. So you have told me now everything that Dave has ever told you regarding the incident and how it occurred and medically how Paul was injured from it, correct?
A. Yes.
Q. Okay. And there are only two times that Dave

really discussed the specifics of how it happened and both times he told you that Paul was shifting his hands when he was lifting this chain saw up and caught Paul on the arm, correct?

A. Correct.

Q. Okay. Dave never accepted responsibility for this accident then in your view, correct? He did not believe he was responsible for it; is that correct?

A. Correct.

Q. Okay. And he never accepted responsibility for it to you as far as you knew, correct?

A. Correct.

Q. Okay. How many times now have you talked to Paul about the incident after his accident?

A. I have never talked to Paul. The only time I talked to Paul was after it happened a few days and I went by to see how he was feeling and when he was going to get his stitches out and I maybe talked to him on the phone maybe once.

Q. All right. Well, see, this is my confusion. I asked you how many times you talked to Paul since the accident about this and you said I never had and you mentioned two times.

A. Well --



Q. Stop. Stop. So we got to go through those, okay? So it's your testimony that you only spoke to Paul twice after this accident?

A. Yes. Twice.

Q. Right?

A. Right.

Q. Not any other times than two times, right?

A. Just twice.

Q. Okay. Before the accident, let's say a year before the accident, how many times did you talk to Paul?

A. I don't know. A few times.

Q. Okay. So talking to him twice after the accident, is that within a year of the accident, after the accident?

A. The time span which I did talk to him was probably when it happened into the late part of the year. Well, no. It was probably when I first talked to him --

Q. You are not listening to the question.

A. I know. I am going off the edge again.

MR. BARCH: He is talking about a different timeframe than you are.



BY MR. MAST:

Q. From the day of Paul's accident during the time that you talked to him these two occasions about the accident, how much time elapsed? Just --

A. A couple weeks only.

Q. Okay. So the two times -- the two times you talked to Paul about his accident with the chain saw was within a couple of weeks of his accident, yes?

A. Right. Correct.

Q. And that would have been sometime still in July of 2011, right?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. And you have not talked to Paul since July, 2011 until today, correct?

A. I did in September.

Q. So there is another time?

A. He came by my house.

Q. September of what?

A. 2011, that year.

Q. So there is three times you talked to Paul?

A. Uh-huh.

Q. Yes?



A. Yes.

Q. So since September of 2011, have you talked to Paul until today?

A. No.

Q. From the time of Paul's accident until today you have talked to him only three times?

A. Correct. Yes.

Q. Have they all been in person?

A. Two are in person.

Q. One was on the phone?

A. One was on the phone that I remember.

Q. Okay. All right. So let's start with the first time you talked to Paul after his accident about the incident, okay?

A. Uh-huh.

Q. You say that was a couple weeks later?

A. It was probably -- It's before he had stitches out even so it was within a week.

Q. Okay.

A. When I had seen him in person.

Q. And was it at your house or where?

A. At his house.

Q. You visited him?

A. Uh-huh.

Q. Yes?
A. Yes.
Q. And how long were you at his house?
A. I don't know.
Q. Couple minutes?
A. Maybe. I don't know. I was visiting maybe an hour.
Q. Okay. And how much time did you spend of that hour talking about the incident?
A. I only asked him how he was doing.
Q. Okay. And what did he say?
A. He says that he seems he is doing okay but of course it hurts and I says, well, I can understand that, you know, and that was about it. He didn't go on and elaborate anything.
Q. Okay. At any time during that first visit with him, within a week of the incident, was it ever discussed how the accident occurred?
A. No.
Q. Okay. And other than him saying, okay, it still hurts, did you ever talk more about his injury?
A. No. Other than that one time I called him on the phone.
Q. No. No. I am just talking about --



A. No. No.
Q. You met with him --
A. No.
Q. When you met with him a week after the accident and visited for about an hour at his house, the only thing you talked about regarding his injury was, okay, it still hurts. That's all he said?
A. Right. Correct.
Q. So the rest of that visit was unrelated to this incident or his injury, correct?
A. Correct.
Q. It was just being friendly talk?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. Okay. Who was present during that visit?
A. His mother.
Q. Was she -- Was she able to hear the words that were exchanged between you two?
A. She was sitting right next to me.
Q. Okay. Anybody else present?
A. I don't remember. I think she was just home.
Q. Did Paul ever suggest at any time since his accident that he was wanting you or Dave or anybody to



say something in order so that he can get a lot of money in the case? Did he ever say anything like that to you?
A. To me, no.
Q. Did he say it to somebody else?
A. You mean so he could -- Well, you can say it's hearsay again. How can I prove it? Paul had said something to David.
Q. And Dave told you that?
A. David told me that.
Q. So I understand that. I know that already but you didn't hear Paul say that. You heard Dave tell you that he said that?
A. Right.
Q. You knew they were -- Hold on. You are not -- you did not -- Let me say the question again. You have not heard Paul at any time say anything like that, correct?
A. Correct.
Q. You have not heard Paul ever say since his accident that he wanted to try and make money, he wanted to try to stay off of work, he wanted to try to get people to help him get the money or anything like that? You never heard any of those conversations from



Paul, have you?
A. No.
Q. Okay. You heard them indirectly from Dave to you, correct?
A. Right.
Q. Okay. So you are not a witness to what anything Paul said regarding those issues of trying to make money or trying to not have to work the rest of his life or any of those kind of things, you never heard any of those things from Paul, did you?
A. No.
Q. Okay. And the only person you have heard that from is from Dave, correct?
A. Right.
Q. All right. Wherein Dave said, hey, Paul told me he wants me to say this to try to get him more money, something like that?
A. Uh-huh.
Q. Right?
A. Right.
Q. Did you ever report that to anybody that Paul said that?
A. I don't know if I mentioned it to Ron or not.
Q. Your attorney?

A. Yeah. My attorney.
Q. Okay. Did you ever mention it to anybody else?
A. Well, if I mentioned it to my husband, he probably won't remember anything.
Q. Okay. Anybody else?
A. No.
Q. Okay. All right. So far we talked about that one visit, the first visit, with Paul after the accident about a week later, you had an hour over at his house and there wasn't a lot discussed about the accident, correct?
A. No.
Q. Correct?
A. Correct.
Q. Okay. The second time you met with him it was again in person?
A. Yes. It was in the end of September of 2011.
Q. No. I thought you met with him two times, though.
A. Yes. When he -- you wrote down three times in that year. It was three times.
Q. We are on the second time. September was the third time.



A. Okay. It was on the phone.
Q. Let's go back because now we are all unclear again because of that.
The first time you spoke to Paul after the accident was when you visited in his home about a week later for that hour for that visit, right?
A. Correct.
Q. The second time was on the phone call?
A. Yes.
Q. How long after that first visit with him was that phone call?
A. Not long. I can't say.
Q. A day, a week, a month, a year?
A. I don't know. Maybe two weeks.
Q. Okay. And that was a telephone call did you make to him or he made to you?
A. I called him.
Q. Why did you call him?
A. Just to see how he was doing. How -- He had his stitches out, you know.
Q. So what was said?
A. Well, he says the stitches are out and he seems he is doing okay and left it at that.
Q. Did he say he is recovered?



A. No. I can't -- No. No.
Q. Did you know if he still had problems with the injury or not or you don't know?
A. I don't know.
Q. Okay. How long was that conversation on the phone?
A. Probably a few minutes only.
Q. Did Paul ever discuss the specifics of how his chain saw accident occurred?
A. No. Not to me, no.
Q. Did he tell you what he thinks Dave did wrong in that accident or causing his injury or anything like that?
A. No.
Q. Did he ever suggest that he wants to try to make money out of this case in that conversation?
A. No.
Q. Or any other conversation did he ever suggest that?
A. No.
Q. Okay. Did he ever ask you for your insurance information?
A. I offered it to him.
Q. When?



A. Right after the accident happened.
Q. You mean while he was still on the way to the ER or that week later?
A. No. After the fact. Yeah. Maybe after a week. After a week later.
Q. I am trying to find out when.
A. A week later.
Q. When you went to his house?
A. Possibly. I gave him -- yes.
Q. Wait.
A. I can't remember.
Q. Hold on. We are talking about the times you spoke to Paul and there was only three times. It's got to be the first time, the second time or the third time that you offered your insurance information to him.
A. It must have been when I went over to the house then because I remember writing stuff down.
Q. The first time?
A. The first time.
Q. Okay. So during that hour conversation with Paul at his house, you said, here, I will give you my insurance information, right?
A. Right.

Q. Did he thank you for it?
A. I guess. Yeah.
Q. Was he polite?
A. He was polite, yes.
Q. Was he trying to make more out of the case than you thought?
A. No.
Q. Did Paul ever make you feel uncomfortable in the way he described his accident or what his injuries were?
MR. BARCH: I object. She said he didn't describe it to her.
BY MR. MAST:
Q. Well, in any way that he described his injuries or the accident did he ever make you feel uncomfortable like he was trying to make more out of it than he should?
A. No.
Q. Okay. So we talked about your first visit with him at his house for an hour. We talked two weeks later the telephone call for a few minutes and all he said was he is doing okay and that was about all that was discussed, right?
A. Right.



Q. No specifics regarding the accident?
A. Okay.
Q. Then the third and final conversation you had with Paul was in person, correct?
A. Yes.
Q. September, 2011?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. And where was that?
A. At my house.
Q. So he came over to your house?
A. Yes.
Q. Was he alone?
A. Yes.
Q. Was anyone else other than you and him present?
A. Just me and him.
Q. Okay. And how long was that conversation?
A. Well, he wasn't there too long. He was taking a tiller off the back of his truck by himself that's two and a half feet off the ground.
Q. Off the back like a pickup truck?
A. Yeah. The vehicle that Mike came in here. I



don't know what you would call it. It's like a suburban and he had a flatbed on the back of it attached.
Q. He had a trailer on it?
A. Yes. A flatbed.
Q. And the tiller was it one of those garden tillers?
A. No. It was a big tiller.
Q. Well --
A. It's not a Mantis. A Mantis is a little tiny thing. This is a full size tiller, probably about this wide.
Q. Three feet wide?
A. Yes.
Q. Does it have wheels?
A. Wheels? You mean --
Q. Does it have wheels to roll it on?
A. Yeah. When you have to till, you got to have wheels. Okay. It got wheels on it. It's a tiller, yeah.
Q. All right. Do you know how much it weighs?
A. I asked him if he needed help.
Q. That's not what my question was.
A. No. I don't know. It probably weighed,



what, 200 pounds at least.
Q. Okay. Had you ever lifted it or moved it around yourself?
A. No.
Q. Who was going to use it?
A. Paul used it at his house to till his garden.
Q. Who was going to use it at your house?
A. He brought it back to my house so David could pick it up and bring it back to his house.
Q. So Dave was going to use it?
A. It was his.
Q. It was Dave's tiller?
A. It's Dave's tiller.
Q. So apparently Dave had let Paul use it before the accident, right?
A. No. It was after the accident. He had a big garden. It was time to till the garden --
Q. You are not letting me take you through this because I got to ask the question before you are answering me otherwise your answer doesn't mean anything.
A. I know. Okay.
Q. Do you know when Dave first lent this tiller to Paul?

A. Probably the beginning of September I'd say.
Q. Do you know that for sure?
A. I am only basing it on the fact that the garden was done and he wanted to till up his garden.
Q. Who is "he"?
A. Paul wanted to till up his garden and he asked David if he could use his big tiller.
Q. Do you know when Dave asked or when Paul asked Dave to use the big tiller?
A. Beginning of September maybe.
Q. Why? Were you there when Paul asked Dave that? How do you know that?
A. He brought the tiller back from his house the day --
Q. Paul did?
A. -- that David had borrowed him.
Q. I need names so I know who you are talking about.
A. David's tiller he borrowed to Paul to till up his garden.
Q. This is my question: Do you know when Paul borrowed the tiller?
A. In the beginning of September.
Q. How do you know that?



A. Because David said that Paul had the tiller.
Q. Okay. That's what I am trying to find out.
A. Okay. All right.
Q. So your -- the basis for what -- your thinking that Paul used the tiller beginning in September of 2011 was what Dave told you, right? You didn't have direct knowledge of that. You just knew it from Dave, right?
A. Right. I just knew that Paul had it. Right.
Q. Okay.
A. Yes.
MR. BARCH: Just, Carolyn, you don't have to feel bad if you don't know when he got it or how he got it. It's okay.
MR. MAST: It's not a big deal. I am just trying to find out.
THE WITNESS: Okay. So probably. Yeah.
MR. MAST: I am just trying to find information out.
BY MR. MAST:
Q. Okay. All right. So what you are saying is sometime in September Dave said Paul is borrowing my tiller, is that what you are saying?
A. Right.



Q. Okay. When Paul began to use it, you don't know, right?
A. No.
Q. You don't know who was using it over at Paul's house?
A. No.
Q. You never saw Paul use it, did you?
A. No. No.
Q. So who used the tiller over at Paul's house you don't know?
A. No, I don't.
Q. Okay. But Paul brought it back to your house to return to Dave, correct?
A. Yes.
Q. And that was in September, 2011?
A. Correct.
Q. Okay. And how long was Paul at your house that day?
A. I don't know. Not long. A few minutes maybe.
Q. What's that mean, a few minutes?
A. Okay. 15 minutes he was there.
Q. Was he inside your house or just outside?
A. He was outside.



Q. During the 15 minutes he was at your house, were you with him that entire time?
A. Yes.
Q. Was anybody with him at that time?
A. No.
Q. So just you and him again?
A. Right.
Q. Okay. And that visit was meant only for Paul to drop off the tiller?
A. Correct.
Q. Okay. Did you and Paul engage in any conversation about the chain saw accident, how it occurred or his injuries as a result of that?
A. No.
Q. Okay. So the only conversation that you had with him pertained to returning the tiller?
A. Yes.
Q. Okay. And what was said then regarding that issue?
A. I just said that tiller looks awfully big and it's pretty heavy. I says would you like me to help you take it down and my husband I believe was not home at the time so I was there and he says no. It's okay. I can do it.

Q. Okay. Were you there when he took it down?
A. Yes.
Q. Okay. How high was the trailer off the ground? About a foot and a half, foot maybe?
A. About two feet maybe.
Q. About two feet?
A. Yeah.
Q. Okay. And is there a ramp off of the trailer or does he have to roll it off or how does he get it off?
A. There was no ramp.
Q. Okay.
A. It was just the flatbed, you know.
Q. So how did he get it off then?
A. He picked it up.
Q. Okay. He picked the whole tiller up with both arms?
A. He picked it up, yeah. How else do you pick up 200 some --
Q. Listen, Carolyn, I am just trying to find out. I am not going to assume anything so don't get upset with this but I have to go through the steps of what happened, okay?
A. Uh-huh.



Q. You watched him pick up the tiller?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. I need a yes or no, okay?
A. Yes.
Q. Did you watch him pick it up with both arms?
A. Yes.
Q. Okay. Did he wrap his arms around the engine and the wheels or just around the top handlebars?
A. Like that. Around the engine and the top so he could get it down.
Q. Okay. Was the engine of the tiller up by the edge, the rear edge of the trailer when he picked it up or was it in the middle of the trailer? Where was it?
A. It was towards the back.
Q. Did he pick it up from standing on the ground or from standing on the trailer?
A. I think he was on the ground and because it was towards the edge so he was on the ground where he could, you know, grab on to it.
Q. So as I understand from you, the tiller is at the end of or the back of the trailer which is an open



ended trailer, right?
A. Correct.
Q. Paul takes his arms and wraps it around from standing on the ground?
A. Right.
Q. Which is a foot or two feet lower than that?
A. Right.
Q. Correct?
A. Right.
Q. Wraps his arms around the engine and the wheels, that whole compartment, picks it --
MR. BARCH: I think she said he grabbed the handle and then the engine at the same time.
MR. MAST: Did he?
MR. BARCH: She reached like that.
THE WITNESS: He put his hand here and here so he'd have leverage to put the thing down on the ground.
BY MR. MAST:
Q. Here and here, I don't know what that means. Hold on. I need to follow this up with a question, okay?
Where was Paul's left hand or arm with regard to the tiller when he picked it up? Was it on



the engine part of it or was it on the handle or where?
A. I'd have to -- I don't know.
Q. Or don't you know?
A. I don't know. I know he had to use both hands to take it down.
Q. Okay. Where was his right arm when he picked up the tiller, on what part of the tiller?
A. Towards the heavier part.
Q. His right arm.
A. Where the engine is at, you know.
Q. Okay. You don't know where his left arm was but his right arm was by the heavier part of the engine?
A. Yes because, let's see, if I was standing in my driveway, yeah, and his back was that way, his right arm was here and the other arm would have been up.
Q. Up where, on what?
A. Well, towards the handle part of the tiller. It was like a bar.
Q. When you were looking at this, were you watching him do it?
A. Yes.
Q. What part of his body was facing you when he

was doing this?
A. His face was facing me. He was facing -- I was looking like I am looking at you.
Q. Right.
A. Okay. And --
Q. So let me stop you. So he had his pickup truck with him, right?
A. Uh-huh.
Q. Yes? I need a yes or a no.
A. Yes.
Q. The trailer was on the back of the pickup truck and he pulled into your driveway, right?
A. Right.
Q. And you are in the front of the house looking toward him, right?
A. Yes.
Q. So if he is at the back of the trailer, you are saying he'd be facing you, right?
A. Right.
Q. Okay. And then he'd have his left arm up somewhere maybe by the handles and his right arm surrounded the engine of the tiller, right?
A. Right.
Q. And then did he just pick it up?



A. Yeah. He picked it up and put it on the ground.
Q. Okay. How high off of the bottom of the open trailer did he pick the tiller up?
A. I am not quite sure.
Q. Okay. Then did he just shift himself around and let it straight down after he moved over from above the trailer?
A. No. He didn't -- He lifted it off and put it on the ground.
Q. That's what I am saying.
A. Yeah.
Q. When he lifted it up, did he back up ten feet? Did he just turn around and twist himself and drop it next to him? How did he drop it to the ground?
A. I don't remember the exact procedure.
Q. Okay. Okay. But after he picked it up and moved away from the trailer, he put it back on the ground then, right?
A. Right.
Q. Okay. And then what did he do with it?
A. And then we put it in the garage.
Q. "We put it," who put it?



A. I think he pushed it into the garage for me.
Q. On its wheels?
A. Yeah. On the wheels.
Q. Did it have rubber wheels, plastic wheels? What kind of wheels did it have?
A. It has rubber wheels on it I believe.
Q. And who has that tiller today?
A. David.
Q. Okay. Again, that visit in September, 2011 where Paul was dropping off the tiller never included any conversation about the chain saw accident or his injuries, correct?
A. No. No.
Q. Is that correct?
A. Yes. Uh-huh.
Q. So you have now told me everything, every communication and every visit that you have had with Paul since his accident, correct?
A. Right. Correct.
Q. At no time then did Paul ever describe for you how the specifics of the accident occurred; is that correct?
A. Correct.
Q. Okay. Okay. And how long have you known



Paul?
A. Ever since he was in high school.
Q. So for over ten years?
A. Ten years. Paul is 45 and I have known him ever since he was probably 18 or 17.
Q. So over 20 years then. Have you always known him to be a trustworthy, credible person?
A. Yeah. As far as I know, yes.
Q. Do you today -- And I know the lawsuit is here so I understand. That's fine. And you are kind of a defendant in the lawsuit so I get that but if you put the lawsuit aside, do you still consider him a friend or are you thinking of him in more negative terms now because of all of this?
A. Negative.
Q. Why do you think of him in negative terms other than the fact that you are named in a lawsuit? What's the reason?
A. Because, I mean, it happened as a bad accident of course and you know --
Q. Wait. It happened -- What?
A. It happened as a bad accident but when I heard from the ER on how the injuries went and then as time went on, many months went by, it wasn't until

December we knew that Paul had gotten your services that there was anything that would come to this recourse and he never said anything to me about the accident either thinking that his arm, you know, might just -- you know, thank God it was okay and then all of this came out, so.

Q. I mean, you are not a doctor and I am not a doctor --

A. No.

Q. -- and I guess we have to defer to what they think.

A. Uh-huh.

Q. What you are basically saying is you thought it was just a relatively small injury, right?

A. What about EKGs?

Q. Again, I am not going to get into the --

A. Medical. Forget that.

Q. -- into the medical. All I am asking you is -- My question is: Why are you now kind of feeling negative toward Paul today? What is the issue? Is it because you thought this wasn't much of an injury or you just don't think Dave did anything wrong or what? What is the reason?

A. Well, usually I have had those tests done.



Q. Listen, I don't want to get into all that.

A. It's because of the testing that he had done it proved that he didn't have any nerve damage done at one point and then along the way it all happened and then he --

Q. So your negative feelings toward Paul today is because you think that the medical treatment that he is getting isn't related to this accident but he thinks it is. Is that what you are saying?

A. I am saying that his EKG that he had done to prove nerve damage didn't show positive, so.

Q. That's up to his doctors to talk about.

A. Oh, I see. Okay.

Q. That's not him. He is not a doctor. He is not going to testify to his EKG. You know --

A. Okay. Fine.

Q. He doesn't know --

MR. BARCH: Carolyn, slow down. Answer the question. He wants to know why you view him negatively. Is it just because of the lawsuit and his claimed injuries or is there something more?

THE WITNESS: It's just the claim from the lawsuit.



BY MR. MAST:

Q. The injuries?

A. Yes.

Q. The injuries issue, right?

A. Right.

MR. MAST: Okay. I don't have any more.

MR. ACCARDO: I got nothing.

THE WITNESS: He probably had enough of me already probably. Good thing I ran out of water.

MR. BARCH: Hold on one second.

MR. MAST: How do you feel about me, negatively?

THE WITNESS: I don't feel negatively about any of you guys. I am just glad I am not a lawyer, I am not a doctor, I am not a police officer.

MR. BARCH: Let's not talk about things that are not associated with the deposition on the record at least.

THE WITNESS: Okay.

EXAMINATION

BY MR. BARCH:

Q. With respect to the tree branches, the size of the trees, the size of the branches that were being cut, those were all estimates that you gave, correct?

A. They were, yes.



Q. You didn't go out there and measure any of this stuff?

A. No.

Q. Okay. And with respect to David using the chain saw that day that Paul was injured or the day he cut the apple tree up or the day he cut up the branches from that larger tree, did you feel that you had any skill that you could give to him? Did you feel you could teach him anything about the use of chain saws because you had never used one?

A. No.

Q. Did you at any point see anything in connection with David's use of a chain saw that was a concern for you based upon what you did know, if anything, about using chain saws?

A. No.

Q. Was there anything about the way David was using a chain saw that you suspected was dangerous?

A. No.

Q. Did you feel like -- Knowing that Paul was out there that day, knowing that David was out there the day he, Paul, was hurt, did you believe there was any -- did you feel compelled to tell them that they could be hurt by a moving chain blade?

A. No.
Q. Did you think that -- did you believe that was something obvious?
A. Right.
MR. BARCH: That's all I have.
MR. MAST: Okay.
MR. BARCH: We are going to probably reserve signature on this one.
(FURTHER DEPONENT SAITH NOT.)



IN THE CIRCUIT COURT
FOR THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, )
)
Plaintiff, )
)
vs. ) No. 12 LA 178
)
DAVID GAGNON, )
Individually, and as )
Agent of CAROLINE )
McGUIRE and BILL McGUIRE )
and CAROLINE McGUIRE and)
BILL McGUIRE, )
individually, )
)
Defendants. )

I, CAROLYN McGUIRE, being first duly sworn, on oath say that I am the deponent in the aforesaid deposition taken on March 20, 2013; that I have read the foregoing transcript of my deposition, and affix my signature to same.

_____
CAROLYN McGUIRE

Subscribed and sworn to
before me this _____ day
of _____, 2019

_____
Notary Public



C E R T I F I C A T E

I, Paula Ann Erickson, Certified Professional Reporter, Registered Professional Reporter and Notary Public, do hereby certify:

That the witness in the foregoing deposition named was present at the time and place therein specified;

That the said proceeding was taken before me as a Notary Public at the same time and place and was taken down in shorthand writing by me;

That this transcript is a true and accurate transcript of my shorthand notes so taken, to the best of my ability.



I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

_____
Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this _____ day

of _____, 2019.

## $

**$50** [3] - 56:18, 57:2, 57:6

## 0

**084-003899** [1] - 108:11

## 1

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STATE OF ILLINOIS )
) SS.
COUNTY OF McHENRY )

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, )
)
Plaintiff, )
)
vs. ) No. 12 LA 178
)
DAVID GAGNON, Individually, )
and as Agent of CAROLINE )
McGUIRE and BILL McGUIRE; )
and CAROLINE McGUIRE and )
BILL McGUIRE, Individually, )
)
Defendants. )

The deposition of DAVID A. GAGNON taken before Margaret Maggie Orton, Certified Shorthand Reporter and Registered Professional Reporter, taken pursuant to the provisions of the Illinois Code of Civil Procedure and the Rules of the Supreme Court thereof pertaining to the taking of depositions for the purpose of discovery at 3421 West Elm Street, McHenry, Illinois, commencing at 1:12 p.m. on February 4, 2013.



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* * * * * *



(Witness sworn.)

MR. MAST: All right. This is the discovery deposition of David Gagnon taken pursuant to notice in accordance with the applicable rules.

WHEREUPON:

DAVID A. GAGNON,

called as a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. MAST:

Q Mr. Gagnon, I'm Hans Mast. I represent Paul Dulberg. I'm going to ask you some questions regarding this chain saw incident. Start out with some background information. I just want to make sure -- And I imagine you've never given a deposition before; is that correct?

A I have on my own behalf. I was in a car accident several years back.

Q Okay. So you know the process?

A Fairly well, yeah.

Q Okay. So really the process is simple. Questions and then you answer the questions and we go back and forth until we're done, okay?

A Okay.

Q I want to make sure, though, that your answers are responsive to my questions. So if you don't understand the question, let me know. Otherwise if you answer it, we're all going to assume that you understood the question, okay?
A I understand.
Q Okay. Let's see what else. You're aware obviously of Paul's accident that this case is all about that happened, I think, at your parents' house during some chain saw work at their house? You're aware of that?
A Yes, I'm aware of that.
Q Okay. And I believe, and you can correct me if I'm wrong on anything obviously, but I believe it happened June 28th, 2011? Does that --
A Yes.
Q -- sound right?
A Yes, that sounds correct.
Q Okay. Do you remember what day of the week that was?
A No, I do not.
Q Was it Saturday or Sunday?
A No, it was not. It was during the week, I'm quite sure.



Q Okay. I'd like to start now and go through some background information. So why don't we start with this: What's your date of birth?
A 4-3-67.
Q And that makes you how old today?
A I am 45.
Q Are you employed today?
A I am self-employed as I have been my entire life.
Q What are you self-employed in doing?
A I do auto restorations and collision repair.
Q Do you do that under your own name?
A I do that under the name of Dave's Auto Body.
Q At home?
A Yes.
Q Is that an incorporation or some type of formal --
A No.
Q -- organization?
A No. No.
Q Okay. How long have you been doing auto restoration and collision repair under Dave's Auto Body, under that name?
A Probably 20 years.



Q Has it always been full-time?
A I would have liked it to have been. As work comes, I work on that; otherwise, I fill the void with other things that I can perform.
Q All right. Have you had to fill the void with other things in the last ten years?
A Yes, and I have been employed with other people in between.
Q Okay. So we'll get to that in a minute, then, okay?
A Okay.
Q What is your current address?
A 39010 90th Place, Genoa City, Wisconsin.
Q So that's right over the border here to the north?
A Yeah. 53128 is the zip.
Q Who do you live with there?
A My wife.
Q What's her name?
A Pamela.
Q Anybody else live at that address?
A No.
Q Do you have any children?
A No, I do not.



Q And your Social Security number?
A In full?
Q Yes.
MR. CALLAHAN: Can we do this off the record then?
MR. MAST: We can do it off the record.
BY MR. MAST:
Q Let's say on the record, what are the last four digits?
A 2535.
Q 2535?
A Yes.
MR. MAST: Okay. Give it to us off the record now.
(Discussion off the record.)
BY MR. MAST:
Q Did you give us your --
MR. CALLAHAN: Back on the record?
MR. MAST: Back on the record.
BY MR. MAST:
Q Did you give us your full Social Security number off the record?
A Yes.
Q Okay. All right. Do you have any criminal

convictions on your record in the last ten years?
A No.
Q How long have you known Paul Dulberg?
A 35 years.
Q And 35 years, how did you meet him?
35 years --
A Riding bicycles in a place we had deemed called the mini trails.
Q So were you neighbors, or ...
A We lived close by. He lives in Pistakee Terrace, my mother -- or my mother lives in Pistakee Terrace; he lives in Pistakee Highlands which is about, I would say, a quarter mile maybe away from one another.
Q And the mini trails were by your mother's house?
A They were closer to his home.
Q Closer?
A They were closer to his home. They were just down the road from his home.
Q Okay. And since you kind of met at the trails and you became -- a friendship arose?
A Yeah. Yes.
Q Okay. Has that friendship been in pretty



good standing since then till today?
A Yes, and as of right now I don't know where it stands. I have not spoken with him as I was directed not to.
Q Fair enough. But at least in your mind is it still in good standing -- Hold on. Let me just finish the questions. Is your friend- -- At least in your mind, is your friendship still in good standing with Paul Dulberg today?
A No.
Q Okay. And is that because of the suit?
A Yes.
Q Okay. Fair enough. Understood about that.
Until the suit was filed, okay, was your friendship with Paul Dulberg in good standing?
A Yes.
Q Had it been all the way for those 35 years until the suit was filed?
A Yes.
Q Okay. So there was never any times where your friendship was seriously tested over that 35 years?
A No.
Q Is that correct?



A That's correct.
Q Okay. And you can correct me if I say something that's not accurate, but so is it my feeling, even though you don't know what Paul's view of your friendship is, this suit being filed against you has brought negative feelings in your mind about your friendship?
A Yes, and only recently, if I may.
Q Okay. Go ahead.
A At first when it had arisen, this situation, we were still talking to one another and I was freely submitting both insurance information, whatever he requested because, you know, there wasn't a problem at that time. But things turned as Paul had said some things that didn't really go well with me.
Q You mean in his deposition or somewhere else?
A Personally to me.
Q Well, if -- I guess I've got to ask you what those things were then.
A Okay. After bringing him to the hospital after this occurrence took place with his vehicle, we had left. Myself still being very (inaudible) and my heart being concerned as to his condition because he's my friend, he turned to me just leaving the hospital



and said that we can make a lot of money at this.
Q Okay. Was anybody else present during that conversation?
A No. No.
Q Was that in your car on the way from the hospital?
A That was in his vehicle immediately leaving the hospital and still in the parking lot at the hospital.
Q Was that the same day of your accident -- of his accident?
A Yes.
Q Okay. So that would have been June 28, 2011, he was discharged out of the hospital and he was in his car?
A Passenger's seat; I was driving, yeah.
Q Okay. Did you not have a car at the time or something?
A No. His vehicle was at my house -- my mother's house, I should say, where the occurrence happened; and when we left, he said, Just take my car, so we took his vehicle to the --
Q All right. Let me stop you because I understand what you're saying. You're saying after

his injury you drove his car with him as a passenger to the hospital?

A Yes.

Q He got treated, discharged, and then you were back in his car going back to your mom's house?

A Never left the parking lot and he said that.

Q No, I understand that --

A Yes, but that's --

Q -- but that's where you were going?

A Yes. Yes.

Q All right. Let's try not to -- I'll try and won't talk over you; you try not to talk over me.

All right. So you're leaving the hospital still in his car on the way to your mother's house, right? Right? That's on the way? That's where you were going?

A Right, that's where we were going, but we still had not left the parking lot.

Q All right. I didn't say anything about where you were. I'm saying you're in the car on the way to your mother's house, right?

A Yes.

Q Okay.

A Yes.



Q But before you left the parking lot, you're in the car in the parking lot of the hospital and that's when he made that statement?

A Yes.

Q Did he say anything else during that conversation that you -- that you didn't like?

A No.

Q Okay. So that was the extent of anything that he said about financial aspects of this case?

A Yes.

Q Is that the only time he said anything about financial aspects of this case?

A No.

Q When is the next time he said anything like that?

A I had visited him shortly after because we were still in friendship, and I stopped in his home, and ...

Q How soon after the accident?

A Oh, this is about three or four months after the accident.

Q Okay.

A It was -- Now, I remember it was cold. It was winter so I can't say exactly what day, but I was



leaving and he had mentioned that, This may possibly be the best thing that could happen to me because I won't have to work the rest of my life.

Q Any witness to that conversation?

A Yes, Michael Mcartor.

Q Who?

A Michael Mcartor, who lives with him.

Q How do you spell the last name?

A Capital M small C, Artor, A R T O R or E R; I'm not quite certain of that spelling, but he resides with Paul there at his home.

Q Where Paul's living now?

A Yes.

Q Okay. And where did that conversation take place four months after the accident?

A In his kitchen where -- In his kitchen.

Q And the extent of this conversation regarding the financial aspects that we're talking about is that he said, This might be the best thing that happened to me, and what else? Was there anything else?

A Because I may not have to work another day of my life.

Q Because I what?

A May not have to work another day of my life.



Q Did he say anything else during that conversation now about the financial aspects of this accident?

A No.

Q Did he say anything else during that conversation that you found uncomfortable or wrong?

A No. No.

Q Okay. Any other things that Paul has said that you believed were wrong or had some kind of financial component to this accident other than those two that we've -- you've already described?

A There was also another instance where he visited me at my home, I believe it was in 2012 when things were going along here; we were still in conversation with one another.

Q Okay. Let me just stop you. After the suit was filed or before the suit was filed?

A It was after the suit was filed, yeah.

Q Okay.

A And he was not -- if not coaching me, reassuring me that if I did make it easier, shall we say, or ... that I would be awarded something for my cooperation in it.

Q Was there any witnesses to that

communication?
A No. No.
Q Did he say how you would be awarded?
A No.
Q Did he promise to pay you anything in exchange for your testimony?
A Yes.
Q What did he promise to pay you?
A $10,000.
Q What did he say?
A If he got a hundred thousand dollars.
Q What was the -- I need to know the exact wording of that communication so that we all can understand what he said.
A If this goes well for me, I wouldn't have a problem with giving you $10,000 if say I was to get a hundred thousand dollars.
Q Okay. Did he, though, make that hundred -- that $10,000 conditional on what you would say or just said, If it goes well for me, I'll give you 10,000 out of the hundred thousand?
A He didn't place conditions on it.
Q Okay.
A I was assuming.



Q Okay. Fair enough. That's very honest of you. I appreciate that. This is my question then -- Well, let me go further. Did he say anything else during that conversation in 2012 about anything you felt was inappropriate or uncomfortable for you or related to financial interests that he was --
A No.
Q -- talking about?
A No, he did not.
Q Okay. Any other conversations with Paul now? We've talked three different incidents now so I want to make sure I've talked about everything. Is there any other conversation you've had with Paul or contact with Paul regarding any uncomfortable or uneasy conversations or things he said relating to either financial interests or some other component of the suit or claim?
A There was one time where he came up and he was asking for information, which I gave him, my insurance.
Q When was this? Just give me a date so I know how to ...
A I cannot supply you with a date. I could say that it was before that last incident that I just



spoke of of the hundred thousand and $10,000 offering there.
Q Was it after suit was filed or before suit --
A It was after the suit was filed.
Q Okay.
A And he showed up at my residence with an iPad, which he's into techy things, things like that, and I wasn't aware that there was a camera on front and back but I was aware that there was a camera that was on and he was showing me what was being viewed on the screen, and then we proceeded into our house and it was on again. He was showing me how you can look at the front and the rear screen and me not being of much interest of this device, I just told him, Could you shut that thing off. I felt as though I was being inventoried.
Q Okay.
A So that would be the only other issue.
Q Okay. Fair enough.
A Yeah.
Q I appreciate that. Did he say or do anything that you felt was wrong or inappropriate regarding the case in and of itself?
A No.



Q Okay. Nothing about financial interest --
A Not that time, no, nothing.
Q Okay. Do me a favor, and you're doing very good so far, but you were just kind of cutting me off the last --
A I'm sorry.
Q -- part of my sentence and I want to make sure you understand the full thing I'm going to say, okay? So let's try not to cut each other off.
All right. So at least, and you can correct me if I'm wrong, as I understand it, there are just three conversations where Paul made any statements that felt -- that made you feel uncomfortable pertaining to financial parts of the lawsuit?
A Yes.
Q Okay. Or the claim; fair enough?
A Yes. Yes.
Q And that was the day of the accident where he made that one-sentence statement, correct?
A Mm-hmm.
Q Yes?
A Yes. Yes.
Q And that was four months later where he made

that statement about, This could be the best thing that could happen to me because I might not have to work the rest of my life?

A Yeah.

Q Yes?

A Yes.

Q And then there was the last thing that was in 2012 after suit was filed where he said -- although he didn't condition it, he said, Hey, if I get a hundred thousand, I'll give you $10,000 of that?

A Yes.

Q Right?

A Yes.

Q Okay. And would it be fair to say, including that last 2012 conversation, he never said, If you do this for me, I'll do this for you; fair enough?

A Yes.

Q Is that true?

A That's true.

Q Okay. So he never -- You could make the assumptions you want, and you're free to do that, okay, but my question is nothing he ever said pertained to having him wanting you to lie for him?

MR. BARCH: I'm going to object. It's



argumentative, but go ahead.

MR. MAST: Go ahead.

MR. CALLAHAN: I'll join that objection.

BY THE WITNESS:

A No, he was blatantly asking me in regards to what he was asking me to do to make it easier for him.

Q Right.

A And making it easier for him would not just be submitting the truth in my judgment, but it would be submitting to what he would want me to say so that it would be easier for him.

Q I understand what your judgment is.

A Yes.

Q This is what I'm questioning, though. My question is what he said to you, okay. You can take any assumptions you want from what he said to you; you're free to do that, okay. My question, though, is did he ever tell you that he wanted you to lie for him?

A He did not say he wanted me to lie for him, no.

Q Okay. You took that from an inference of what else he said that you've already told me, right?

A Yes.



Q Those were inferences you made from what he told you, correct?

A Yes.

Q Okay. Did you ever say, Hey, do you want me to lie for you -- Well, let me put it this way. I'm going to try to just summarize it.

Is it fair to say he never asked you to lie for him?

A That is correct.

Q Okay. Is it fair to say he never agreed to give you money in exchange for what you would say to him -- say for him?

A There is one more thing that I said that I'm recollecting now.

Q Okay.

A And I said, Well, what would you want me to say, that I was freewheeling a chain saw and I was negligent?

And he said, That sure would make things easy.

Q Okay. And when did he say that, which conversation?

A That same conversation when he spoke of the hundred thousand dollars and the $10,000.



Q So that's the 2012 conversation?

A Yes. Yes.

Q Okay. And what -- So let me get it clear now. The 2012 conversation that we've already talked about was after suit was filed?

A Yeah.

Q It says, If you would -- What you're saying he said is if he would be awarded something, say a hundred thousand dollars, he would give you $10,000 of it, right?

A Yes.

Q And now you're adding on to what else did he say?

A He -- I said to him, Well, what would you expect from me? What would you want me to say, I was freewheeling a chain saw and I was negligent? I said I would not do that. I'm going to tell the truth. And that's basically where our friendship -- I haven't spoke to him really very much or been with him or conversed with him since then.

Q All right. You're going a little further than what I'm asking, though, but that's fine. My question was, what more did he say and you told me what you said, all right, so let's just go straight

with what I'm asking. I'm asking other than, Hey, if I get a hundred thousand dollars, I'd be glad to give you $10,000 of that, other than Paul saying that, what else do you recall Paul saying in that 2012 conversation at your house?

A Nothing.

Q Oh, okay. It was just what you said then?

A That's what I said after. I sufficed by way of example, Is this what you would want?

And he said, That sure would make it easy.

Q Well, then that is something that he said. Listen, this is what I'm trying to get at, I'm trying to find out what he said, okay?

A Okay. He said nothing in response to that except he said, That sure would make it easy.

Q All right. You're interrupting me again. Let's go back at it again.

A Okay.

Q I want to go step by step because I want to try to find out everything you're going to say. I don't want there to be any stones unturned, okay?

A Yeah.

Q You told me that in that 2012 conversation he



said, If I get a hundred thousand dollars, I'd be happy to give you $10,000 of that. Is that what he said?

A Correct, that is what he said.

Q Okay. In response to that, what did you say?

A I said, What would you want me to say, I was freewheeling a chain saw and I was negligent? I said, I will not do that.

Q Okay. All right. Stop. That's what you said, okay. And then what did he say in response --

A Nothing.

Q -- to that?

Okay. Nothing, right?

A Nothing.

Q Okay. Because I thought you said that he said, Well, that would make it easier.

A Correct. I'm sorry. That was his closing statement after I said that.

Q So he did say something?

A Yes, he did. I'm sorry.

Q Okay. So let's go through it again now.

A All right.

Q Because I want to make the chronology, I want to make that correct, okay?



A Okay.

Q In the 2012 conversation at your house you said that Paul made a statement that, If I get a hundred thousand dollars of this, I'll give you -- I'll be happy to give you $10,000 of this -- of that. Is that what he said?

A Correct.

Q Okay. In response to that you said, What do you want me to say, that I was freewheeling and negligent? I will not do that. Was that your statement?

A That was my --

MR. CALLAHAN: I thought he said freewheeling a chain saw and that I was negligent.

BY MR. MAST:

Q Okay. Is that what you said?

A Yes.

Q Okay. And then in response to that, what did he say?

A He said, That would make it easy.

Q Okay. Did he say that's what he wants you to say or did he just say those words?

A He just said those words.

Q Okay. Is that all he ever said then after



that conversation at the end of that conversation?

A Yes.

Q All he said was, That would make it easy?

A Yes.

Q Okay. All right. So we've got three conversations, one on the day of the accident where he said, We can make a lot of money at this, right?

A Correct.

Q That's all he said during that conversation that was uneasy or uncomfortable or financially motivated, correct?

A Yes.

Q Okay. Second conversation four months later, you visited him at his house, right?

A Yes.

Q And he said, This may be the best thing that happened to me; I might not have to work the rest of my life?

A Yes.

Q Is that all that he said that was uneasy or uncomfortable or related financially to this case?

A Yes.

Q And the third thing was 2012 where he said if he gets a hundred, he'd give you ten and then you

said, Well, what, if I say that -- What do you want me to say, if I'm wheeling it, the chain saw, and negligent?

And he said, Well, that would make it easy.

Is that everything out of that conversation that was uneasy, uncomfortable or financially related?

A That is all, yes.

Q Okay. Have you now --

MR. CALLAHAN: Can I object? I think he did leave off that one comment, I'm sorry, the one he said, I won't do that.

BY MR. MAST:

Q Okay. Yes, and you also said you wouldn't do that after you --

A I said that I would not do that, yes.

Q After your con- -- After your response to what he said, you said, I would not do that?

A Yes.

Q Okay. Have we now covered everything that you and Paul talked about after the accident that made you feel uncomfortable, uneasy or financially related to this accident?



A Yes, that would be all.

Q Okay. Very good. That wasn't too hard.

A No.

Q Oh, one final question on those things.

A Okay.

Q Were there any witnesses to either of those three conversations other than you said the --

A Michael Mcartor.

Q Michael Mcartor was a witness to the second one four months after the accident?

A Yes, which was at Paul's home in his kitchen, yes.

Q Right. Any other witnesses to any other parts of those communications?

A No.

Q Just you and Paul and then the second conversation was with Michael?

A Correct.

Q Okay. Are you friends with Michael? Have you ever been friends with Michael?

A I've been friends with Michael probably about 25 years.

Q Are you still friends with Michael?

A As far as I know, yes.



Q Okay.

A This is not related to him.

Q So the reason you're not friends with Paul anymore is after the third conversation in 2012 where you said, I would not do that, and he said, That would make it easy, you haven't spoken to him since; but in your mind it's not friendly because of what you thought he was asking you to do?

A Yes.

Q Fair enough?

A Yes.

Q Do you know in his mind if he thinks you're still friends?

A I do not know.

MR. CALLAHAN: I'd just object as to relevancy and as to speculation.

BY THE WITNESS:

A I don't know.

MR. BARCH: Join the objections.

BY THE WITNESS:

A I haven't spoken to him. I don't --

Q Hold on. Just let them give the -- All right. They objected.

MR. CALLAHAN: You may answer.



BY MR. MAST:

Q What's your answer to that question? Do you know in Paul's mind whether he thinks you guys are still friends or not?

A I do not know. I have not conversed with him in quite a while now.

Q All right. And then that fourth thing that you talked about didn't really have to do with any statements but he had an iPad and it looked like he was videoing or something. He didn't do anything wrong during that; you just weren't sure what he was up to, right?

A Right.

Q Okay. That didn't have anything to do with any statements or anything; fair enough?

A Fair.

Q Okay. So we've covered all the statements that Paul made that made you feel uncomfortable?

A Yes.

Q Okay. All right. How long have you been married?

A I've been married since 2008, August 16th.

Q Okay. Does your wife Pamela know Paul?

A Yes.

Q On a -- like a friendly basis or just sees him every now and then? I mean, how would you describe her knowledge of Paul, just passing?
A He's my friend and is friends with him is the same; there was never anything between us until ...
Q I mean, did she spend as much time with Paul --
A No.
Q -- as you did?
A No.
Q Okay. Her contact with Paul was just passing then? It wasn't where she would do anything with him?
A Correct.
Q Is that fair enough?
A Yeah, correct.
Q Okay. And she doesn't have any knowledge regarding any communications Paul made regarding the incident that were uncomfortable or financially motivated?
A No.
Q Is that fair?
A That's fair.
Q Okay. Okay. What's the highest level of education you have?



A I was accepted at DeKalb University. I didn't pursue it until its end, and then I went to College of Lake County.
Q You mean Northern Illinois Medical Center -- Northern Illinois University?
A Yeah, DeKalb College.
Q Okay. All right. I know, I'm just trying to connect the dots here.
You were accepted at Northern but you never went there?
A Oh, no, I went there and I just -- because of turns of events in my life, personal, I did not finish, and --
Q All right. But I'm not getting to that point. I'm just --
A Okay.
Q The question was, where did you go to -- the highest level of education, that's the question.
A I was accepted at Northern Illinois University.
Q You weren't just accepted. You went there, right?
A Yes.
Q Okay. How long did you go to Northern



Illinois University?
A Two months.
Q Okay. And what program were you there, just general?
A Program?
Q What type of degree? What program?
A Oh, engineering.
Q Okay.
A Mechanical engineering.
Q Okay. And what year was that, approximately?
A That was 1985.
Q Instead of going to DeKalb or at least after two months of going to DeKalb, where did you go after that?
A I pursued employment as an auto body worker.
Q With who?
A It was called Lakeland Autobody. It was in Volo, Illinois.
Q Are they still together?
A No.
Q How long did you work there?
A Three years.
Q Doing auto body work?
A Correct.



Q Who was your supervisor?
A Owner and supervisor Brian Schuman (phonetic).
Q Brian what?
A Schuman.
Q Schuman?
A Yeah, Schuman.
Q So after two months of DeKalb, you went to Lakeland Auto?
A Mm-hmm.
Q Right?
A Yes, correct.
Q Okay. When did you go to -- You said you went to another college?
A CLC, College of Lake County.
Q When was that?
A I believe that was 1987.
Q Sometime while you were at Lakeland?
A Yeah, I was -- Yes, I was working at the auto body.
Q And how long were you at CLC?
A I want to say six months.
Q Okay. On what program?
A Same, mechanical engineering.

Q Did you finish that program?
A No, I did not.
Q Why not?
A Because I needed to earn money, and I wasn't earning enough doing -- going to school and working.
Q Okay.
A Pretty physical job, auto body.
Q Okay. Any other college education after high school?
A Completed, no.
Q Not -- I didn't say completed, any other college education after high school? Did you go to any other colleges?
A None other than the ones I had mentioned.
Q That's what I'm asking you.
A Okay.
Q You went to NIU and CLC. Any other college?
A No.
Q Okay. Where did you graduate high school?
A Johnsburg.
Q What year?
A 1985.
Q Okay. After Lakeland Auto, which I'm assuming was somewhere around -- when you finished



somewhere around 1988, '89, somewhere around there?
A Finished ...
Q When you finished Lakeland Auto, I'm assuming that was somewhere around '88 or '89?
A Yes. Yes.
Q Okay. Where did you go after that?
A I became self-employed performing the same.
Q To the present date?
A Yeah.
Q Okay.
A Yes.
Q Okay. Have you worked for anybody else during 1989 until now other than yourself?
A Yes.
Q How many jobs are we talking, lots?
A One at a machine shop, Swiss Automation in South Barrington, that was between 1999 and 2001, and then just currently last winter working at a place called Advantage Auto Body for three months. They let me go.
Q Where was that?
A That -- I'm not sure what town it is. It's in Wisconsin and about two miles from my home between Powers Lake and Burlington.



Q Okay.
A I'm not sure what town it resides in.
Q And when did they let you go?
A They let me go just at Christmastime last year.
Q 2012 Christmas?
A Yes.
Q All right. Any other employment since high school we have not discussed?
A No.
Q Okay. Do you have any training other than being self-trained on working with a chain saw?
A No.
Q So you're -- Well, let me ask you this way: How long have -- Well, strike that.
How long have you -- Strike that.
When's the first time you operated a chain saw yourself?
A Age 18.
Q Okay. About '85? No, wait. Is that '85?
MR. CALLAHAN: Yeah.
BY THE WITNESS:
A Yeah.
Q Yeah. About 1985 then?



A Mm-hmm.
Q Yes?
A Yes.
Q Yes. Okay.
Whose chain saw was that that you operated first?
A I do not recollect. We were camping, and I picked up a chain saw and was cutting firewood for the group that was there.
Q Okay. Was Paul with you at the time?
A No.
Q Okay. Have you ever owned a chain saw?
A Yes.
Q Okay. Do you own one now?
A No.
Q Okay. During what period of time did you own a chain saw?
A Oh, 2000 till 2004.
Q And for what reason did you own it and then no longer own it during those four years?
A A friend had garbage-picked it. It was an old really big chain saw that I rebuilt. I used it several times and then I sold it at a garage sale along with another unit that was just like it.

Someone wanted to fix up theirs too, so ... It was an old David Bradley chain saw; it was a very old model.
Q Wait, I missed some of that. You said you had one that you got from a friend from a garage sale but another, what was the other one?
MR. CALLAHAN: No.
MR. MAST: Sorry.
BY THE WITNESS:
A No, I had -- I had one that I operated and then I picked one up at a garage sale.
Q So you had two of them?
A Yeah, I had two of them, and I sold them both at the same time, yeah. One worked and one didn't.
Q And that was from 2000 to 2004?
A Correct.
Q Okay. During 2000-2004, did you use those chain saws on any type of continual basis?
A No.
Q They were just there for -- because you had fixed them up and you just kind of liked to have them around?
A No, they were very useful because they were large and I used them on my property to trim off a large maple branch that had fallen.



Q Oh, so you used them?
A I used the one that was working. The other one was not operational.
Q The one that was working that you owned from 2000-2004, the one chain saw that was working, you used only for your own personal use on your personal property?
A Yes.
Q Had you used a chain saw from 1985 until 2000?
A Yes.
Q Whose chain saws?
A Once again, I'm a camper and there would be a time when I would just elect myself to cut the wood, I just ...
Q Let me ask it this way, maybe it will be easier, because I know these aren't all easy questions. Before 2000, okay, when you first got your own chain saw, how many times would you have operated a chain saw over the 15 years?
A At least a dozen times.
Q Were they all during camping trips?
A Yes.
Q Okay. And they were all somebody else's



chain saw they brought to the camping site and you used them to cut up for camping wood?
A Yes.
Q Okay. And then beginning of 2000 you would use them a little bit more frequently because it was yours and you were using it on your property?
A Yes.
Q Okay. Do you have some type of forest or something on your property that you use it for, or ...
A No, I have negligent neighbors that when trees fall, they don't --
Q Okay.
A -- they don't really seem to attend to them, so I opted to do the clearing myself.
Q Okay. So you clear up a tree here and there?
A Yeah. Yes.
Q And I know there's no way -- easy way to do this, but I still have to ask the question. From 2000 to 2004 what would you estimate the number of times you used a chain saw?
A Three times.
Q All right. So up until 2004 the total times you used a chain saw was about 15 times?
A Correct.



Q Okay. All right. From 2004 until this accident in June of 2011, how many times did you use a chain saw?
A Four times.
Q And whose chain saw was it?
A The first time was a friend's, on his property; second time, again, camping; third time on my property, and the fourth and final time was at my mother's place.
Q Now, when you say your property, whose chain saw was it?
A That would be my friend Mike.
Q The first -- The first -- Well, okay. That would be the same friend that you operated the chain saw on his property the first time that you were spelling these out?
A After the 2004, yes. Yes.
Q Yeah. So beginning in 2004 when you no longer owned a chain saw, the first time you used it after that was with a friend at his house?
A Yes.
Q And that's Mike's?
A Yeah. Not Mike Mcartor.
Q No, I --

A Okay. I'm just clarifying.
Q That's fine. Okay. Second time was out camping cutting up firewood?
A Correct.
Q Third time was at your house with Mike's chain saw?
A Yes.
Q And fourth time was at your parents' house?
A Yes.
Q Okay. And was that fourth time at your parents' house the day of this incident or before the day of this incident?
A It was the day of that incident.
Q Okay. So if I were to -- and I know this isn't the easiest thing to do, but if the day of the incident was June 28, 2011, when was the last time you used a chain saw before that date?
A Oh. Datewise?
Q Some estimate, yeah. Within a month, a year, three years?
A It was a year.
Q Within a year?
A Yeah, within a year.
Q So it would have been the prior summer maybe?



A Yes.
Q Okay.
A Yeah, a storm took down some branches in my yard.
Q So that third incident after 2004, which you spelled out four times you used a chain saw, that third incident where it was Mike's chain saw on your property was the one in 2010 during the summer?
A Yes.
Q Okay. And then the next time you used a chain saw was on your parents' property on the day of Paul's accident with your parents' chain saw?
A Yes.
Q Okay. Did your parents ever attempt to educate you or train you on how to operate a chain saw at any time in your life?
A No.
Q Up till today?
A No.
Q Okay.
MR. CALLAHAN: Excuse me. You say -- Just to be clear, his parents, do you mean Mr. McGuire and Mrs. McGuire or his father and Mrs. McGuire?
MR. MAST: Okay. So those are two different



answers, I take it?
MR. CALLAHAN: Yes.
MR. MAST: All right. So we'll go through that. We will go through that.
BY MR. MAST:
Q Well, any -- All right. Whether it's stepparents or real biological parents, we'll just put them all in one group, okay.
Whether it's your stepparents or real biological parents, have your parents, meaning either/or, ever attempted to train you or direct you in the proper method or way to operate a chain saw your entire life until today?
A No.
Q Okay. Might as well go through your parents then. Bill and Carolyn McGuire, are they your parents?
A My mother is my biological mother, Carolyn McGuire. William McGuire is not my biological father.
Q Okay. So William McGuire is your stepfather?
A Correct.
Q Is your father -- your natural father living?
A No.
Q Okay. When did he pass?



A 1996.
Q Okay. I'm assuming he had never did anything with you with regard to chain saws; is that fair to say?
A We never interacted in that way.
Q Okay. Did either William or Carolyn McGuire ever interact with you with regard to how to use the chain saw?
A No.
Q Okay. Are your -- So when I say parents, since your father passed and Carolyn is your natural, I'll just talk about Carolyn and William as your parents, then, okay? Is that fair to you?
A That would be fair to me.
Q Okay. Have your parents -- What was I going to ask you? Oh, what do your parents do presently for a living?
A They're currently both retired.
Q Okay. Do you know how long they'd been retired?
A My mother, I believe, two years now. She was employed at Intermatic --
Q Okay.
A -- in Spring Grove, and William McGuire

worked for last Tempest Construction, and he was an industrial commercial drywaller.

Q Okay. To your knowledge -- and, again, we'll probably end up deposing them soon so we'll ask them, but to your knowledge do either of your parents have any expertise or experience in operating chain saws except just, you know, doing it on their own and around the house?

A They never have operated. They bought that tool specifically for that -- the cutting of the trees that needed to be done on their property.

Q And they weren't going to use it then? They were letting --

A No.

Q -- you do it?

A Right.

Q Okay. So they -- The chain saw that you were operating at the time of Paul's accident on their property, your parents' property, that chain saw was purchased by your parents for that particular project?

A I wouldn't say they bought it and then do this, they bought the chain saw because they had known that there would be -- need to be work done --

Q Okay.



A -- and I later was elected to do that.

Q So when they purchased the chain saw -- and, again, I'll ask them these questions, but I'm wondering what your knowledge is, when they purchased this chain saw, your parents, did they purchase it knowing that you were going to use it or just that somebody else and not them were going to use it?

MR. BARCH: Speculation, but go ahead, objection.

BY THE WITNESS:

A I can answer that when they purchased it that they didn't solely purchase it with intent for me to use it.

Q Wait. I missed the beginning of that.

A When they purchased that, they did not solely purchase it for my usage.

Q Okay.

A They had purchased it for trimming of trees on their property --

Q Right.

A -- and then when I was elected or became the person who did the work, I used that chain saw.

Q I understand that. My question has one little branch more to it. My question was, did they purchase it thinking somebody else other than themselves were going to operate that chain saw?



A You would have to ask them that question.

Q So you don't know?

A I do not know.

Q Okay. Fair enough. Had you known either of your parents ever to operate a chain saw before Paul's accident?

A Neither one of them have ever operated a chain saw.

Q You know that?

A I know that.

Q Okay. What kind of -- Are they still living in the same house they were living at the time of the accident?

A Yes.

Q Okay. What kind of property is that if you describe it? Is it like a small little half-acre property, or is it a larger --

A It's a small one, third-acre residential -- what is it called? -- ranch.

Q Okay.

A Ranch home, full basement.

Q How many trees would you say are on their physical third-acre of property, if you had to give me an estimate?



A I'm going to tell you.

Q Okay.

A Currently?

Q Yes.

A Ten.

Q Okay. Prior to the day of Paul's accident, how many trees were on that property?

A 12. Oh, 13.

Q So on the day of Paul's accident, did you take all three of those down then?

A I didn't take any trees down that day --

Q Okay.

A -- or during this occurrence.

Q Okay. I see. Just limbs?

A Yes.

Q Okay. We're going to get to that as we go here. Okay.

So even at the time Paul was injured, there were still 13 trees on the property?

A Yes.

Q But there were less limbs on the property, I take it then --

A Yes.

Q -- at the time of Paul's accident?
A Yes.
Q All right. Who took down those three trees on your parents' property after Paul's accident?
MR. BARCH: I'm going to object to the relevance, but go ahead.
BY THE WITNESS:
A Please reask the question.
Q All right. You said there were -- You said there are ten trees now on your parents' property?
A Yes.
Q And you said at the time of Paul's accident there were 13 trees on the property?
A Yes.
Q So I'm assuming three trees were taken down; is that right?
A Yes. Two were only related to that occurrence, though, and they were pine trees. The other tree that I'm saying is gone was an apple tree that was removed later by, I think, Bill. It was just a small little apple tree that was --
Q All right. Hold on. You're going way too far with my question.
A Okay.



Q My question is --
A Sorry for being all-inclusive.
Q It's okay.
A I know. I'm just apologizing.
Q No, you don't have to apologize, and let me just give you kind of an idea. You're being helpful and open, and I appreciate that. The thing is, though, I'm still going to have to go through those questions again as I go through this so it's not going to cut down the time. So I'm just trying to tell you.
A I'm in no hurry.
Q Okay. The three trees that were taken down since Paul's accident -- we'll get to when and all, who and all that -- who took those three trees down?
A I don't know.
Q Okay. Okay. Before the day of Paul's accident, so before June 28, 2011, had you known Paul ever to operate a chain saw?
A Yes.
Q Okay. How frequently?
A I don't know.
Q How did you know then if he operated a chain saw?
A I've seen him operating a chain saw.



Q Where?
A Camping, on his property, cutting telephone poles that he got for free to make use out of them.
Q Okay. Had you known him to operate a chain saw before the day of his accident in a fairly reasonable manner?
A Yes.
Q He wasn't, like, dangerous swinging it around or anything like that?
A No.
Q Okay. So he would operate it, would you say, in a safe manner before the day of the accident?
MR. BARCH: I'm going to object to --
BY THE WITNESS:
A I'm not qualified --
MR. BARCH: Let me object to the foundation.
But go ahead and answer.
BY THE WITNESS:
A I'm not really qualified to determine what safe is, I mean ...
Q Everyone has their own definition. I'm just asking you under your own belief of what safe is --
A Yes.
Q Let me finish the question. Under your own



belief of what safe is, do you believe Paul operated before the day of his accident, whatever times you saw him, the chain saw in a safe manner?
A Yes.
Q Okay. Had Paul ever seen you operate a chain saw before the day of his accident?
A Yes.
Q Where was that?
A Multiple times camping and also on my mother's property.
Q Well, let's go back then because when I asked you how many times you operated the chain saw after 2004, you only described one time on your mother's property and that was on the day of the accident.
A Does operating -- to clarify it -- include starting or actually cutting wood? Because there's --
Q Fair question but you didn't -- you didn't condition it when I asked you that before so that's why I'm going back.
A Okay.
Q We can -- I'm glad to define it any way you want. I'm just -- You didn't clarify it before so that's why I'm going back.
A Okay.

Q I asked you just recently, just the past question, how many times had Paul -- I'm trying to remember the question. How many times did Paul see you operate a chain saw before the day of his accident, right? I think that was the question. And you said numerous times, I think; is that right?
A Yes. Paul has seen me operate a chain saw before.
Q Before the day of his accident --
A Yes.
Q -- on numerous occasions?
A Yes.
Q Okay. And then you were describing when and under what circumstances?
A Yeah.
Q In addition to camping, those different camping trips, he would sometimes be on camping trips with you?
A Yes.
Q And he would see you operate a chain saw during those camping trips?
A Yes.
Q And you would see him operating a chain saw during those camping trips?



A Yes.
Q Okay. And putting the camping trips aside, had Paul ever seen you operate a chain saw any other time before the day of his accident other than on camping trips? And operate, if you want to know what definition of operate is, I'm happy to tell you that --
A Yes, please.
Q -- in my view but you can define it any way you want. Operate means using the chain saw to cut wood.
A No, starting a chain saw and making sure that it's running. That operating I thought you meant it running, not literally using it.
Q Okay. So let's -- Let me ask the question again now that we have the definition.
A Okay.
Q If we define chain saw operation as operating a chain saw so as to cut wood or cut any other object I guess for that purpose, have you now, based on that definition, ever -- has Paul ever seen you operate a chain saw before the day of his accident other than at camping trips?
A No.



Q Okay.
A No. No.
Q But when I've asked you about you seeing Paul operate a chain saw, you meant and referred to him using the chain saw to cut things, right, that was your answer?
A I've seen him using a chain saw to cut things, yes.
Q Yeah, okay.
A Yes.
Q So before the day of Paul's accident, setting aside the camping trips, Paul has seen you start a chain saw to get it running but not use it?
A Yes.
Q Okay. Under what circumstances?
A It's good to start a piece of machinery every now and then and you may --
Q Where and when? What are we talking about? At your mom's house?
A Yeah, probably in the garage there at my mom's house.
Q Because they had the chain saw?
A No, they didn't have the chain saw then. I'm -- You're talking about the chain saw that was in



the accident?
Q Okay. Let's go back.
A Or are you talking about chain saw in general?
Q Fair enough. Let me ask it this way: Did your parents purchase a chain saw to cut trees in 2011?
A I don't know.
Q All right. The chain saw that you were operating --
A Yes.
Q -- at the time of Paul's accident was your parents' chain saw, right?
A Correct.
Q When did they purchase that chain saw?
A Shortly before the incident.
Q Are we talking if the accident happened June 28th, sometime in June?
A I wasn't there for the purchase. I wouldn't know the purchase date.
Q Okay. Sometime that summer, though; fair enough?
A Yes.
Q Okay. And before they purchased that chain

saw in the summer of 2011, did your parents own any other chain saws to your knowledge?

A No.

Q Okay. So the chain saw that Paul would have seen before the day of his accident, see you start but not operate, would be the chain saw that your parents purchased in 2011 or some other chain saw?

A It would be some other chain saw.

Q Where? Putting aside the camping trips, remember I talked, putting aside that.

A Yes, in my mother's garage.

Q Whose chain saw was it?

A I don't even recollect. I, you know ...

Q Okay.

A It was a piece of machine I was starting to keep it in good working order.

Q Okay. But it wasn't your parents and it wasn't yours?

A That's correct.

Q Okay. How many times did he see you start a chain saw but not use it under your description before?

A I don't know.

Q Couple, maybe two or three times?



A I don't know. I don't know.

Q Okay. At least once; fair enough?

A At least once, yeah.

Q Okay. All right. Have you ever used a chain saw and operated a chain saw, meaning cut things for money in your life?

A No.

Q And, I mean, whether through your employment or through somebody just giving you money to do it, you'd never done it for money; is that fair to say?

A That's fair to say.

Q Okay. The work you were doing, and we're going to slowly get into that now, but the work you were doing for your parents on the day of Paul's injury, June 2011, was that work you were being paid for or not?

A Yes, I was being compensated.

Q Okay. So doesn't that -- isn't that contrary to the answer you just gave me then?

A No --

MR. CALLAHAN: I'd just object to form.

BY THE WITNESS:

A -- because you asked if I did it before that incident.



Q No, I did ever. My word was ever, but I'll say it again. Look it, I just want the truth. I don't care. If you don't understand my question, I'll restate it.

My question before, I think, if you looked at the record, said had you ever operated a chain saw for money. Now, maybe you meant before the accident --

A Yes, I did.

Q -- but I didn't phrase it that way.

A Okay.

Q So let's go back and correct it. Okay. We can do that.

The question is, ever means in your lifetime. Have you ever operated a chain saw for money in your lifetime?

A Yes.

Q Okay. And was that -- the times you did it for money, was that only with your parents?

A That one, yep, the occurrence that we're speaking of, that was the only time that I was paid.

Q The day of the accident?

A The day of the accident.

Q All right. Okay. Before the day of the



accident, had you ever cut -- Strike that. Let me -- Let me get ...

Before the day of your accident, had you ever cut any trees down with a chain saw or limbs, parts of trees, with a chain saw at your parents' house? Before the date of --

A Reask that question.

Q Pardon?

A Could you please reask that question?

Q Okay. Before the day of Paul's accident --

A Yes.

Q -- had you ever operated a chain saw at your parents' house, meaning to cut things?

A No.

Q Okay.

A No.

Q So the day of the accident was the first day in your life you ever operated a chain saw to cut things at your parents' house; fair enough?

A Yes.

Q Okay. All right. So I'm assuming, given that answer, the same answer would hold true for Paul. Paul never assisted and/or operated a chain saw to cut things at your parents' house before the day of his

accident; is that fair to say?
A Yes.
Q Okay. And I want to make sure you caught that I used the word assisted, meaning he never assisted anybody, whether yourself or anybody else, in the trimming of trees or cutting down of trees at your parents' house before the day of his accident; is that correct?
A That's correct.
Q Okay. Okay. Did Paul -- Well, let me ask it this way: How frequent in the year before the accident would Paul, to your knowledge, be visiting your parents' house?
A At least twice a month.
Q And would it be only to visit with you or would he be there sometimes when you wouldn't be there, to your knowledge?
A He would be there when I wasn't there.
Q When you weren't there?
A Yeah.
Q What was his -- and that's what I'm not sure about, what is his relationship with your parents that would make him come to your parents' house when you're not there, what's the --



A He would show up assuming that I was there and knowing my mother since they worked at the same place of employment, interacted there, that he would sit and just speak with them on a friendly basis.
Q Okay. So he was good friends with your parents?
A Yes.
Q Okay. Do you know if your parents still hold goodwill to him today or whether that has changed?
MR. BARCH: Speculation.
BY THE WITNESS:
A I don't know. You'd have to ask them.
Q Do you know if your parents have overheard Paul say anything that was uncomfortable or financially motivated relating to this claim at all?
A No, I believe that they have not.
Q Okay. And same with your wife? I think we already talked about that, right?
A Correct.
Q Okay. Would Paul have any reason, in your knowledge, to visit your parents when you weren't there? Now, I know he'd go there and you happened not to be there so he'd talk to them; but, I mean, was there anything that would take him to your parents'



house if he knew you weren't going to be there?
MR. BARCH: Speculation.
BY THE WITNESS:
A A friendship.
Q Go ahead.
A Friendship again.
Q Okay. So would there be times Paul would visit your parents' house merely to visit them and not even -- whether you're there or not?
A No, he would arrive there with the purpose of seeing me and me not being there, he would stay being congenial and friendly towards my mother.
Q Okay. And that's why I asked the other question; let me say it again. My question is, if Paul knew you weren't going to be at the house, would there be any -- ever any instance where you know that he would visit your parents' house anyway?
A That would be between Paul and my parents then.
Q So you don't know?
A I don't know.
Q Okay. That's what I was trying to get at.
A Okay.
Q Okay. Do you know if Paul ever worked at



your parents' house doing anything before the day of his accident?
A Yes.
Q What types of things would he do at your parents' house for work?
A Well, there was a large elm tree that was removed in the front yard by another provider; I do not know their name, and he said, I would like that firewood. So I helped him load it onto a large trailer and I believe that large pile of wood still sits on his property.
Q Okay.
A To some extent. He's used some of it.
Q What year would that have been?
A Just 2010.
Q Okay.
A Just before this incident where she was getting into the mode of upgrading the home, you know.
Q I get it. So it would have been the summer before this accident then?
A Yes.
Q Okay. So --
A Or it may -- it may have been that same summer.

Q Okay.
A That question would probably be better off answered by my mother.
Q So the answer is, I don't know the time, that's your answer when that happened? You don't know when that happened?
A It was before this occurrence and shortly before that.
Q Okay. But the work that you're describing in that answer that Paul did at your parents' house before the day of his accident was simply to collect wood that had already been cut up and pile it onto a truck to take it to his house?
A Correct.
Q Okay. So I guess my question was more designed toward did Paul do any work for your parents or for the property itself at your parents' property?
A Yeah, he --
Q Before the day of his accident?
A Yes, he moved a large load of wood onto a trailer removing it from their property for his own usage.
Q Okay. Just once?
A That day was the -- That day we made several



trips.
Q What day?
A I don't know exactly what day, that's what was in dis- -- and we were uncertain of as to right there but it was before this occurrence possibly that same summer.
Q All right. So this is what you're saying, you're saying before Paul's accident --
A Yes.
Q -- whether that year or the year before, there was an instance where an elm tree was cut down and Paul made one or more trips to collect the cut up wood on a pickup truck to take to his house?
A Correct.
Q Other than that, has Paul done any other work on your parents' house before the day of his accident?
A None that I'm aware of.
Q Okay. Do your parents have any experience or expertise in cutting down trees?
A No.
Q Okay. So other than hauling firewood from your parents' house on one or two occasions before the day of his accident, Paul never did any other type of errands around their house, the parents' house; is



that fair to say?
MR. BARCH: Foundation, but go ahead.
BY MR. MAST:
Q That you know of obviously.
A That I know of.
Q None?
A That I know of, none.
Q Okay. How long have your parents lived at that house?
A My mother, biological mother, has lived there since 1971.
Q And give us the address of the house so we could have that.
A 1016 West Elder, McHenry, Illinois 600, I think it's, 51 now. It may have changed.
Q Okay. And is that once -- And that's -- After your father passed, that's where she was remarried and began to live there then, correct?
A She was remarried be- -- No, she was remarried before his passing.
Q I see.
A Yeah.
Q Okay. So until you moved out of the house, you had lived at that house almost your entire



childhood, right?
A I lived there until I was 30 years old.
Q Okay.
A 29. 29. 29 years old. 1999 June 1st I moved to my new residence, which I currently live at.
Q From your -- From about four years old, right?
A Yeah.
Q Okay.
A Yes.
Q All right. And let's take you to the day of the accident. When were you first -- Well, strike that.
On the day of the accident, on the day the accident occurred, came upon you, did you already know your parents had purchased a chain saw?
A Yes.
Q Okay. And do you know the purpose of why they purchased it?
MR. CALLAHAN: I'd just object as being asked and answered.
But you may answer.
BY THE WITNESS:
A I don't know. I don't know.

Q Okay. When did you first know that they wanted you -- your parents wanted you to cut -- do some cutting with the chain saw on their property? When did you first learn that?
A Actually, I offered my services to them. They had need to rebuild a shed and with the shed down, there was an opportune time for trees to come down.
Q What shed down, what do you mean?
A There was an old shed that if -- since it was taken down because it was in disrepair, planning to put up a new one, there was an opportunity to now drop these trees where there was a clear field, clear area.
Q Fair enough. When was that that you offered your services to cut the trees down?
A Two days before the occurrence.
Q Okay. Were you at their house when this conversation arose?
A Yes, I was.
Q Okay. Was Paul with you?
A No.
Q It was just you and your two parents?
A Yes.
Q And it was discussed -- Did you bring up the



issue or did they bring up the issue?
A Well, as I've mentioned, it was an ongoing upgrading of the property and it was just discussed that now is an opportune time to do that.
Q My question was, who brought up the issue, if you know, about cutting the trees down?
A I did.
Q Okay. And it was something like, Hey, now's a good time with the shed down, why don't we cut those trees down?
A Yes.
Q Something like that. Okay. And there were three trees in particular that were --
A Two.
Q All right. Let me just finish the question. My question was, there were three trees in particular to cut down and you're saying there were only two?
A There are three trees that since that occurrence are now gone.
Q Right.
A Two of which were involved in the occurrence which were pine trees.
Q When you say involved in the occurrence, what do you mean?



A The ones that were being trimmed up, that were being considered to be removed at that time.
Q Okay. So let's go back to the conversation two days before Paul's accident when you brought up the issue of cutting the trees down, was the topic of cutting the trees down involving only two trees at that point?
A Yes.
Q And they were pine trees?
A Yes.
Q Okay. And how tall were the pine trees?
A I would -- In my best guesstimate, I would say 50 feet tall.
Q Both of them?
A Yes.
Q And they had been on the property ever since you knew?
A Yes. I watched my mother plant them herself.
Q Oh, okay. So when you were a very young child?
A Yes.
Q Okay. And what necessitated that they be removed given the rebuilding of the shed?
A At that time they had become large and an



overburden.
Q Just taking up a lot of space --
A Yes.
Q -- and in the way?
A Yes. Hanging over the area adjoining neighbors. They were a nuisance. They needed to come down. They weren't decaying at all, but they were -- they were too full.
Q So would the trees have been about over 25 years old then at the time?
A Yes. Yes.
Q But they were in good health?
A Yes.
Q So it was elective in taking them down, not a necessity, correct?
A It was a necessity as to -- Well, that was the opportune time. I mean, as I said, the shed was gone, so ...
Q I get it. I'm saying elective meaning that they didn't have to be taken down for the safety of anybody, they were being taken down more for convenience's sake; fair enough?
MR. CALLAHAN: If you know.

BY THE WITNESS:
A I don't know. I don't -- I don't really know at what point they chose to. I suggested that they come down and they chose to have me take them down.
Q Were they being taken down for any safety reason?
A No.
Q Okay. The third tree, what kind of -- The third tree that was taken down after Paul's accident, what kind of tree was that?
A It was an apple tree.
Q And that tree being taken down, at least in your view, had nothing to do with the shed issue then, right?
A Nothing at all.
Q Right?
A Yes.
Q Okay. And that's why you described earlier in the deposition the two trees, the two pine trees, were taken down in relation to this accident because you were taking trees down at the time of the accident or at least the intent was to take trees down at the time of the accident to make room for the shed?
A No, the shed was already standing before



that. It was torn down because it was in disrepair. It being torn down, it seemed as though it was an opportune time to take down these trees that were large and overgrown.
Q Okay. So you said, Hey, why don't we take down the trees now. It's a good time to take down the two trees, and they said yes, right?
A Yes.
Q Okay. Did you tell them how long it would take to do the work?
A No.
Q Did they offer you to pay you -- Did they offer to pay you some money to take the two pine trees down?
A Yes.
Q How much?
A It was a matter of hourly wage, $15 an hour.
Q Was there any scope discussed as far as how long it was going to take you to do the work?
A No.
Q Any time frame on how long it would take you to do it?
A No.
Q And the scope of the work that at least as



discussed was just taking the two pine trees down, correct?
A Yes.
Q All right. And that would include the limbs, cutting it up into wood, and then hauling it off the property?
A Not hauling it off the property; that's why I was cutting up the limbs to stack it on the property.
Q Okay. So that -- Just fair enough. I just want to get the scope of it. The scope was cutting the tree down, including all limbs and parts of the trees, the two trees, and getting them cut up into stacks and then stacking the wood?
A Yes.
Q And then that would be the end of the work?
A Yes.
Q Okay. And it only involved those two pine trees, right?
A Yes.
Q Are you aware of any photographs that show those pine trees before they were cut?
A No.
Q Or during them being cut?
A No.



Q Or after they were cut?
A No.
Q Or how they are today?
A No.
Q Okay. Once you discussed two days before Paul's accident doing the work and how much you were going to get paid, what was the next step in your preparation for doing the work?
A I by myself trimmed the trees up to about 40 --
Q No. No. You went -- You jumped too far ahead. Let me just -- I said the next step. So the next step would be two days later showing up on the property, getting ready to cut them off then, I'm assuming, right?
A Mm-hmm.
Q Yes?
A Yes.
Q Did you do anything in the interim to prepare, like go buy a set of gloves or something? I'm just trying to find out what you had to do.
A No.
Q Okay. When you cut trees of this size and nature down, do you have to wear goggles?

A I suppose that a person should.
Q Did you?
A No.
Q Did you wear a helmet?
A No.
Q Gloves?
A Yes. Yes.
Q Okay. Work gloves?
A Yes.
Q Boots?
A I can't recollect if I was wearing boots or shoes that day.
Q Okay. Any other type of particular things that you would wear specific to cutting trees down?
A No.
Q Other than gloves and clothes?
A No.
Q No. Okay.
Who decided the day that you were going to start the work?
A I did.
Q Okay. Did you just show up out of the blue or did you say, I'll be back in two days to start the work?



A I said that I'll be back and start the work on a pre- -- on the day, you know, the day I began --
Q Okay.
A -- which is two days before Paul's -- the incident happened.
Q Right. So we're two days before the accident, you talked about what you were going to do, how much it was going to cost, blah-blah-blah, and then did you say, I'll come back in two days to start the work, or how was it decided when you were going to start the work?
A It's my mother. It's kind of a free -- You know, it isn't like I've got to show up for work at 10:00 o'clock. It wasn't really decided. I showed up at my own accord and began to work.
Q That's all I'm asking you.
A And then I --
Q That's fine. So you showed up when you wanted to, right?
A Yes.
Q Okay. So there wasn't any preset day that you were going to start the work?
A No.
Q Is that correct?



A That's correct.
Q Okay. And when you showed up on June 28, 2011, was that the only thing you were going to do there that day at your parents' house is cut those two trees down?
A That day that I showed up, I was only going to trim the branches off of the trees.
Q Prepare them for, like, the next day's work of starting to cut them down?
A Yes.
Q Okay. Were there a lot of branches on each tree?
A Yes, it's a pine tree.
Q Okay.
A There's many branches on pine trees.
Q And the branches can get thick as well, right?
A Thick by way of ...
Q By way of being just thick.
A Diameter?
Q Yeah.
A No, not really. Branches --
Q I mean, we're not talking like a half an inch around. We're talking they can be several inches



around even on the branches.
A There were no limbs on that tree that were probably over 3 inches in diameter.
Q Okay. Fair enough. Let me ask that then, just it sounds like you have some understanding. Of the two trees, how many trees would you say were about 3 inches in diameter on both trees?
A How many branches?
Q Were 3 inches in diameter at one side or one end?
A Between the two trees?
Q Yep.
A Six.
Q Okay.
A The lowermost were the thickest.
Q And were you going to start at the bottom and go up or start at the top and go down?
A Start at the bottom and go up.
Q Okay. So if the first day of work -- And that was the day Paul was injured, the first day of work, right?
A No. The first day of work that I performed on those trees was the day before Paul showed up. I had already cut down all the limbs off the trees.

Q All right. Hold on. You're going too fast so --
A Okay.
Q -- let's slow down a little bit. You showed up two days after speaking to your parents to work so that would have been the day before Paul's accident?
A Yes.
Q Okay. So that would have been the 27th?
A Yes. It was preparatory work, you know ...
Q I understand that, but I want to go step by step. So on June 27 you show up at your parents' house?
A Yes.
Q Which is two days after you first talk to them about this and you showed up to do the preparatory work?
A Yes.
Q Okay. And how long were you on their property that day, on the 27th?
A Four hours.
Q And what did you do during that four hours on the 27th?
A I trimmed branches up to about 40 feet on both trees.



Q Up?
A Up. From the bottom going up.
Q You've got to let me -- We've got to go back and forth with this because I'm not going to understand you. You're saying from the ground up 40 feet high you trimmed all the trees off of those two trees -- all the branches off those two trees on June 27th?
A Yes.
Q And they were now all on the ground, those limbs?
A Yes.
Q Correct?
A Yes.
Q How many limbs are we talking?
A I don't know.
Q Like 30, something like that?
A I would say more than that. You're talking about 40 or 50 feet and if a pine tree has a limb at every foot or so, you can pretty much figure out it probably would be more like hundreds.
Q Hundreds of limbs?
A Yeah.
Q Okay. Varying sizes?



A Yes.
Q Okay.
A Decreasing in diameter as we went higher, of course.
Q Okay. And did you work by yourself on that day, the 27th?
A Yes.
Q So Paul was not on the property on that day, correct?
A Correct.
Q By the time you were working on the property on June 27th, 2011, did Paul know the work you were doing?
A I don't know.
Q Okay. When did you first talk to Paul about what work you were going to do on your parents' house with these trees in June?
A On the 28th I had made my travels to my mother's house after doing the preparatory work on the 27th, and I figured that Paul, since he was sitting idle and unemployed and we worked together on trees before, that he would possibly want to give a hand in helping me to get rid of the scrub that was already on the ground.



Q So you called him?
A I stopped by his home.
Q Before getting to your parents' house?
A Yes.
Q And was Paul home?
A Yes.
Q And did you say, Hey, I'm cutting some trees down at my parents', do you want to help clean some of it up?
A That's what I said.
Q Okay. Did you say anything else differently than what I've just said?
A No, basically would you like to give a hand at my mother's property to help me clean up the brush I cut down.
Q Now, my assumption, you can correct me if I'm wrong, but at least that conversation at Paul's house the day of his accident, my assumption is you weren't asking him to help you cut the tree down, but you were helping him deal with what was already cut?
A Yes.
Q Okay.
A Our intentions that day were not to take the trees down; it was to clean up the brush on the ground

itself that I already cut the day before.
Q Was your intention on that day, the 28th, to do any use of the chain saw?
A Yes.
Q Okay. You were going to cut up the limbs that were already on the ground?
A Yes.
Q Had you begun to cut any of the limbs on the ground the day before?
A The larger ones I had already cut on my own into sections.
Q On the 27th?
A On the 27th, yeah.
Q Okay.
A And then realized I'm going to need help.
Q Okay.
A You know, there's a lot here.
Q So the 27th now, the four-hour work you --
A Yeah.
Q -- the four-hour work you did on the 27th included trimming up 40 feet on each tree and then trimming up some of the larger limbs that are on the ground now cutting them up?
A Yes.



Q Okay. Then you get to the 28th and realize this is a pretty big amount of work to do, you could use some help?
A Yes.
Q Okay. And what specific task did you expect Paul would be needed to do at your parents' house when you spoke to him that morning before going to the house?
A There was really no outline. I just simply went to a friend's house and asked him if he'd like to help me with my chores that I was doing that day. I told him it was brush that was on the ground, and I would like to cut it up for firewood or just to get -- consolidate it into a pile so it could be stacked.
Q Were you planning on him using the chain saw at all?
A No.
Q Okay. You were going to be the one to use the chain saw?
A Yes.
Q And did he ever use the chain saw that day?
A No.
Q Okay. And I mean the day of his accident, he never used a chain saw?



A Correct, he did not use the chain saw on the day of his accident.
Q Okay. All right. Now, when you use the word brush, having Paul help you clean up brush, you mean the limbs that are on the ground that you cut the day before, right?
A Yes.
Q Okay. Not just a bunch of leaves and stuff. It was the limbs, the actual limbs themselves?
A The actual limbs, yes.
Q So the assistance that Paul was going to give since he wasn't going to be using the chain saw the day of his accident, was that to hold the limbs while you cut them up?
A It wasn't intended to be that way and I didn't direct him to do so. We just kind of got to work and that's the technique that we both were comfortable with --
Q Okay.
A -- and then from there moved forward with doing that.
Q Fair enough. So the morning of Paul's accident before you got to your parents' house when you went to Paul's house to talk to him, you didn't



talk details, you just said, Hey, Paul, I need some help cutting up some brush at my parents' house, can you give me a hand?
A Yes.
Q Okay. And he said yeah?
A He said yes.
Q Did you work on any arrangement where he would get paid or was it just for him to volunteer?
A At that time there was no questions about money.
Q Okay. What was your assumption then, if you had any?
A That maybe we can get the job done before the day was over.
Q So all the limbs that you had already cut that were on the ground, which you described as maybe hundreds, hundreds in plural --
A Mm-hmm, right.
Q -- you were hoping to at least get those all cut up that day?
A Yes.
Q Okay. And what was your assumption as far as what, if anything, you were going to pay Paul, if you were going to pay him anything? I don't know.

A Equal to what I was being paid, $15 an hour.
Q Oh, so your parents were going to pay now both of you $15 an hour?
A I was assuming that they would.
Q Okay. Did they ever agree to before Paul's accident?
A No.
Q Okay. Had you ever talked to Paul about that arrangement before his accident?
A No.
Q Okay. That was just your -- kind of your --
A Yeah, I was going to --
Q Hold on. Hold on. Let me finish the question. That was just your kind of own assumption?
A Yes.
Q Okay. Did Paul leave with you to go to your parents' house or did he come at a different time in a different vehicle?
A He came about a half-hour after I had asked him to in his vehicle. Could have been more.
Q Okay.
A Somewhere between a half-hour and an hour before he arrived.
Q Fair enough. What time did you arrive at



your parents' on the day of Paul's accident on the 28th?
A 10:00, 11:00 o'clock. Before noon.
Q Okay.
A That's the best I can recollect.
Q Okay. And how long did you anticipate it was going to require both you two to cut up these trees as you said completely?
A I have no --
Q These limbs. I'm sorry.
A I had no estimate in my mind or need to construct one. I just was going to work with a friend and get the job done.
Q Okay. Were you expecting, though, that it would be done that day?
A I was hoping. I wasn't expecting.
Q Okay. Okay. So if you arrived from 10:00 to 11:00 sometime that day of Paul's accident, you're saying Paul would arrive somewhere around 10:30 to 11:30?
A Yes.
Q And he arrived alone in his car?
A Yes.
Q Okay. And we're going to have to use some



kind of time frame that we can agree on even though we're not sure just so that we can do the chronological order of things here. So if we assume that -- and, again, I know this is just an assumption but just for the purposes of figuring out when things happened, if we assume you arrived at 11:00 and Paul arrived at 11:30, okay?
A Mm-hmm.
Q All right?
A Yes.
Q How soon after Paul arrived at 11:30 would his accident have occurred?
A I believe about an hour.
Q So if he arrived at -- If Paul arrived at 11:30, his accident happened around 12:30; fair enough?
A Yes. Or if arriving at 10:30, the accident happened at 11:30.
Q I get it. I get it. We can do that, I'm just -- I want to get the chronological time frame. So if we assume you get there at 11:00, Paul got there at 11:30, his accident happened around 12:30; fair enough?
A Yes.



Q Okay. And when Paul's accident occurred, he was in the midst of helping you cut up these trees, right?
A Yes.
Q Okay. Other than you and -- Were you also in the midst of cutting down -- helping cut up the trees?
A Yes, I was -- Yes, when he showed up, I was already in the process of working.
Q All right. So when Paul's accident occurred, both of you were working together to cut up these trees?
A Yes.
Q Was anyone else working with you two?
A No.
Q Was anyone else watching you two?
A No.
Q Were your parents in or out of the house during the time that Paul had arrived up to the time of his injury?
A They were in the house.
Q Okay. Do you know if your parents even knew Paul was over?
A Yes, they did because when I arrived I told them that Paul would be coming over to help me.

Q Okay. And that's fine but that's not quite what I was asking. Do you know if your parents knew he was actually on the property at the time of the accident?
A Yes, they did know that he was on the property.
Q How did they know that?
A Because his vehicle was parked outside and they could visually see that his vehicle was there.
Q Okay. And they can connect the dots; I get it.
A They see him. Okay. Sorry.
Q I can't talk while you're talking. Let me --
A I know.
Q My question was, at the time of Paul's accident do you know if your parents were aware that he was on their property? Even they could have looked out and saw the car, I get it, but do you know if they were aware?
A I don't know.
Q Okay. Do you know anyone that was aware Paul was on your parents' property at the time of his accident other than you?
A No, I do not know.



Q Okay. Were there any visitors or witnesses to the work on the property at your parents' house for the hour Paul was there leading up and at the time of his accident?
A No.
Q Okay. So the only witnesses you're aware of of the circumstances leading up to the accident and Paul's accident itself, the only witnesses to that are you and Paul, right?
A Correct.
Q Okay. All right. Now, I've got to ask a few questions that -- don't take it personally but these are just questions we always ask in these depositions of witnesses, okay? So it's nothing against you, it's just we always ask these.
Any alcohol to drink that day?
A I don't drink alcohol.
Q Okay. Any medications?
A None.
Q Any drugs anyway?
A No.
Q Any type of drugs?
Paul, same question for Paul, if you know, drugs, alcohol?



A Paul's not a drinker to my knowledge, and I wouldn't know about any prescribed drugs because I'm not him.
Q Okay. Did Paul seem to be acting normal leading up to the time of his accident?
A Yes.
Q Were you having any internal stressors or any problems internally for you at the time of this?
A No.
Q Okay. Were your parents keeping any type of watch over the work you were doing to kind of see how things progressed?
A No.
Q Okay. So the -- from the beginning to the end, the work that was being done by you to cut the trees up was done under your own supervision, under your own control?
A Under my supervision.
Q Yeah. Was anybody telling you what to do and how to do it?
A No.
Q Were your parents in any way telling you how to do things as far as cutting up the trees?
A No.



Q How you did it, the method and means for cutting up the trees, was that done under -- by your own control and your own decisions?
A By my own decisions.
Q Okay. The manner in which the work was being done at the time of this accident, was that done in the manner that you wanted it to be done?
A Until Paul arrived.
Q Okay. How about when Paul arrived, did he change things?
A He chose -- He chose to take up his own technique or helping, and I went along with it because we worked together in a good fashion for so many years previous to that.
Q Leading up to the time of his accident, okay, was Paul doing anything wrong working at the property?
A No.
Q Okay. Was he doing everything appropriately?
A It seemed so.
Q Okay. And did you have to criticize him or instruct him to do things differently because you were not happy with the way Paul was doing his work leading up to the time of his accident?
A No, I gave no instruction basically to him.

Q You left it up to him to do the best for him and you did the best for you?
A We've worked well together in the past. There was no need for instructions. It was a mutual understanding of two men working together.
Q Okay. But is my question correct, you left Paul to work appropriately under his own control and you were to work appropriately under your own control --
A Yes.
Q -- correct?
A Yes.
Q Okay. And leading up to the time of Paul's accident, did you notice Paul doing anything unsafe or wrong in your view?
A No.
Q Leading up to the time of the accident, did you believe you were doing anything unsafe or wrong in the process of the work leading up to Paul's accident?
A No.
Q Okay. When Paul was -- Well, Paul was eventually cut by your chain saw, correct?
A Paul was cut by a chain saw.
Q A chain saw that you were using and



operating, right?
A Correct.
Q Okay. I said your chain saw and you're probably saying well, it wasn't my chain saw; that's what you're thinking, right?
A That's correct, yeah.
Q Okay. But it was -- When I meant your chain saw, I meant the chain saw you had control of, correct?
A Then that's what I'll agree to, yes.
Q All right. So you're agreeing and accepting the fact that Paul was, during the process of working at your parents' house, cut by a chain saw while you were holding the chain saw and while it was running, correct?
A Yes.
Q Okay. And -- Oh, here it is. I was looking all around for these; they're right in front of me.
These photographs were marked during Paul's deposition, okay? All right?
A (Nodding.)
Q You have to answer a word.
A Yes.
Q All right. Do you know, without looking at



the photograph, where Paul was cut by the chain saw you were operating at the time of his accident on June 28, 2011, on his body, where?
A Yes, exactly where.
Q Where?
A On his right forearm.
Q Okay.
A (Indicating.)
Q Is that the only place he was cut?
A Yes.
Q Okay. I'm going to show you a photograph. I just want to make sure it's the same injury that he talked about, okay?
MR. CALLAHAN: Can I take a look? Thanks.
BY MR. MAST:
Q We've got what's marked as Exhibits 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, okay?
A Yes.
Q These aren't all I'm going to ask you about but the first page, 2A, does that appear to show his right arm and the scarring where he was cut by the chain saw you were operating at the time of his accident?
A Yes.



Q Okay. Is that the only spot he was cut shown in this photograph?
A Yes.
Q Okay. And maybe you can't tell on 2B, but I think that's the same injury. Can you tell?
A Sure looks good to me.
Q Looks like the same one?
A Yeah.
Q Okay. How about 2C, does that look like the same injury?
A Yes, it does.
Q 2D. If he has his hand down to his right, it would be on the backside of the --
A Yes.
Q -- forearm, correct?
A Yes.
Q And that's where it shows on 2D?
A Yes.
Q And that's the injury that was caused by the chain saw you were operating at the time of the accident?
A Yes.
Q Okay. All right. So Paul arrived about a half an hour to your parents' house after you arrived

on June 28, 2011, right?
A Yes, about a half an hour.
Q And by that time, when Paul arrived at your parents' house, you had already been working?
A Yes.
Q Okay. So you had the chain saw in hand and you were cutting things or not?
A No.
Q What were you doing?
A I was sorting.
Q You were what?
A Sorting the branches. When you have pine trees, they get snaggled, snarled, and tangled together. I was placing them so that they could be fed in a safe manner as, you know, to lift it up and to work with it.
Q Okay. What was the manner which you wanted to use to -- Well, strike that.
Having Paul come and assist you, did you have an expected manner in which you preferred to have him assist you?
A No.
Q So you just left it up to him to decide?
A Well, he showed up and as I had said, we just



worked well together. We understood one another.
Q But my question was --
A I didn't specifically have any expectations or did I direct him to do anything.
Q So my question then was, did you just leave it up to him to decide what to do and how to help you or did you have to tell him, Hey, hold that branch. I'll cut that branch?
A I left it up to him.
Q So how would he know what branch you wanted to cut unless you told him what branch to cut?
A He didn't cut. He held.
Q How did he -- I'm sorry. I didn't say it right. How did he know what branch to hold unless you told him what branch to hold?
A I didn't tell him. He chose --
Q How would he know then is the question.
A You'd have to ask him. I don't know.
Q Well, was he supposed to just guess what branch to hold on to?
A There was no guessing, but ...
Q How was he going to know then?
A Because we've done this before. We've watched each other work. We've worked with tools



before in the past.
Q Okay. But that's not my question, okay? We're hoping that he's going to hold the branch you're going to end up cutting, right, the same branch?
A I never intended him to hold the branch.
Q Okay.
A He chose to hold the branches.
Q All right. So you're telling me -- Well, what work were you wanting Paul to help you with then?
A There was moving material, there was stacking wood, there was raking the ground.
Q Moving material, stacking what?
A Stacking wood.
Q Okay.
A And raking.
Q Was there a rake available?
A Was there a rake available?
Q Mm-hmm.
A Yes.
Q Okay. Stacking wood meaning after it's all cut up into little foot pieces, you would stack them up --
A Into 18 inch pieces.
Q -- to store them, correct?



A Into 18 inch pieces and then stack, yeah.
Q You're doing fine but please let me finish my question before you get to the answer, okay, because we're going to have a hard time if we don't have separation, okay? So maybe give me one beat after I'm done and then give me your answer, okay?
Moving material meaning what?
A Once it's cut, to stack it and then to clean up the area where we were working.
Q All right. So moving material, stacking the wood, and raking up the debris, those were the three things you envisioned Paul was going to assist you with?
A Yes.
Q Okay. Before Paul arrived at the property, were you envisioning that he was going to help hold some of the branches so you could cut them?
A No.
Q That was not even in the back of your mind?
A No.
Q Okay. Did you not want Paul to help hold the branches or you just didn't know if he was going to or not?
A I didn't know that he was going to do that.

Q Okay.
A No.
Q Did you want him to hold the branches or did you not want him to hold the branches or did you not care?
A It wasn't a matter of not caring. He chose to and then we went with it.
Q Okay. So was that appropriate for you that he hold the branches for you then?
A It seemed to be appropriate at the time.
Q Okay. I'm just trying to find out whether he was holding these branches --
A I understand.
Q Hold on. Hold on. I'm trying to find out whether he's holding these branches against your will or not. Obviously there was some --
A No, he was not holding them against my will. He was helping --
MR. CALLAHAN: Wait until he finishes the question.
THE WITNESS: Okay. I thought he was finished.
BY MR. MAST:
Q So he was holding the branches ultimately and eventually with your acceptance and permission; fair



enough?
A Acceptance, yes.
Q Well, if you didn't permit him to do it, you would have told him not to, right?
A I don't control Paul's hands nor did I direct him to do it at that time. He chose to pick them up and we both started working together and that's the method we chose. It wasn't like hey, this is right or wrong; we just went to work.
Q I understand. This is what I'm saying, if Paul did something you didn't want him to do, you would tell him not to do that, I assume, right?
A I suppose, yeah.
Q Okay.
A Yes.
Q Did you ever have to tell Paul not to do something before he got hurt and got cut by the chain saw?
A No.
Q Okay. So up to the time that Paul got hurt, he was doing the work in a way that was okay to you, correct?
A Yeah.
Q Okay.



A Yes.
Q And he was doing the work in an appropriate way to you, correct?
A Appropriate?
Q Yes.
A To me?
Q Right.
A Acceptable. I don't know about appropriate. If you want to look up what is the definition of appropriate.
Q Okay. You just don't know what the word means. Okay. Because I can -- I can use a different word.
A Oh, no, I know what the word means, it's the way you're using it. You're telling me that I deemed it appropriate that his actions what he was doing without me telling him to do anything different were okay or not okay, and what I'm saying is that it was two friends -- Let me just have one moment.
Q Go ahead.
A And it was two friends working together who have worked in similar situations, and I guess our assumption in it was that we knew what we were doing, the both of us. I didn't think that Paul would



jeopardize himself or me and likewise.
Q Okay.
A That's where we were at.
Q So my question is, was Paul doing everything leading up to the time he was hurt in an acceptable fashion to you?
A Yes.
Q Was he doing anything inappropriate before he got hurt?
A No.
Q Okay. Had he been doing -- Had Paul been doing something inappropriate prior or at the time he got hurt, you would have told him not to do that, correct?
A Again, inappropriate, I don't under- --
Q Okay. If he was doing something unsafe, you would have told him not to do something unsafe, correct?
A That wasn't even really considered. It wasn't -- I'm honestly telling you that it wasn't a thought in my mind at the time.
Q I'm not asking you if you considered it. If you can say -- Hold on. Wait. You stopped. Let me go. If you don't know, you can just say I don't know

but the question is if Paul was doing something unsafe, would you have told him or directed him not to do something unsafe?

A Yes.

Q Okay. That's all I'm asking. So your testimony is that you never told Paul once what to do prior to his injury on that property, correct?

MR. CALLAHAN: I just object as to form of the question.

BY MR. MAST:

Q Is that correct or not?

MR. CALLAHAN: You may answer.

BY THE WITNESS:

A Ask the question again, please.

Q My under- -- Strike that.

Did you ever tell Paul what to do or how to do it before he got hurt by being cut by the chain saw on the date of his accident --

A No, I did not.

Q -- at your parents' house? Huh?

A No, I did not.

Q Never told him what to do?

A No.

Q Never told him how to do it?



A No.

Q Okay. So when he first arrived at, let's say, 11:30, what was the first thing he did?

A He was watching me sort the branches and said, What can I do to help? And I said --

Q Let's go step by step. Okay. So he was watching you sort branches, right?

A Yes.

Q Okay. I want to go just step by step now because we're going to get toward the accident and I don't want to go too fast, okay?

A Okay.

Q So let's go step by step here. He got there. You were sorting branches. You mean putting them in piles?

A No. They were already in a pile and as I had mentioned earlier, pine, when you cut it, it needs to be addressed or orientated. If you put branches like this, it's going to pull out unsafely. So if you stack them with the cut ends like this, you can easily pull them off one another.

Q Okay.

A That's why I was sorting, so that it would go ...



Q I got it. Sorting branches. Paul gets there and says, Can I help, right?

A How may I help.

Q How may I help. Okay.

And what do you say?

A I said, Well, I'm sorting branches. I guess you can start by doing that.

Q Okay. So you had him start sorting branches with you then?

A Yes.

Q Okay. And how long was he sorting branches with you?

A Maybe another 15 minutes after I had spent some time doing it myself.

Q All right. So -- Got you. So now we're at about -- and I know these are just guesstimates, but I just want to get a chronology. We're at about 11:45 now, okay?

A Mm-hmm.

Q Yes?

A Yes.

Q What happens next?

A The piles were sorted, time went by and chose to start cutting the branches up. At first we had



placed them on these horses.

Q Well, wait. You're going into detail now. I want to go step by step. The next step; that's all I asked.

A Okay.

Q The next step was to start cutting the branches up?

A Yes.

Q Okay. Who decided to start cutting the branches up? Was that your decision?

A Yes.

Q Okay. So after the piles were sorted, you said, Let's start cutting the branches, right?

A Yes.

Q Okay. And did he say, Can I help?

A He was there to help. I don't recollect if he specifically said --

Q Okay.

A -- that.

Q So when you started cutting the branches, what was Paul's task during the cutting of the branches?

A To put them on the horses.

Q The sawhorses?

A Yeah.
Q How many sawhorses do you have?
A There was two there.
Q And how far apart were they spaced?
A Four feet.
Q And were you going to be putting them on the sawhorses too or was that only what Paul was going to do?
A That's what Paul was going to do, remove them from the sorted piles onto the sawhorses.
Q And when he puts them on the sawhorses, you were going to cut them up with a chain saw?
A Yes.
Q Okay. Who told Paul or who gave Paul that job task? Was that you?
A Yes.
Q Okay. So the next step, piles are sorted now, let's start cutting the branches. Paul, why don't you put the branches on top of the sawhorses and me, meaning you, I'll cut these branches on the sawhorses up with the chain saw. That's the -- what's going on, right?
A Yes.
Q Okay. How long did that occur?



A Ten minutes.
Q All right. So we're getting close now to noon. What happens next?
A Paul opted to stand them up.
Q Wait. Wait. Say that again. I missed that.
A Paul opted to stand them up instead of working on the sawhorses, and I just continued cutting. It seemed like it was okay to do.
Q Okay. Fair enough. So instead of putting the branches across the two sawhorses, you're saying Paul on his own opted to stand them up aside of the sawhorses?
A Yes.
Q So it would be leaning up against just one sawhorse?
A No, freestanding large end.
Q Oh, you mean and hold them with his hand?
A Hold them with his hand. He was holding them with his left hand to make a point of that.
Q Got you. Got you. Okay. So instead of using the sawhorses, you're saying Paul decided to hold them by himself with his left arm up while you cut them from ground up; is that right? I need an answer.



A Top down.
Q Okay. So let me say it again then. Instead of using these sawhorses, you're saying Paul took it on his own to hold the branches with his left arm up and the branches down to the ground and you would cut from the top down to the ground each branch, right?
A Yes.
Q And that was Paul's chosen way that he was going to hold the branches?
A Yes.
Q Did you in any way voice any objection to him doing it that way?
A No.
Q Okay. And for how long a period of time were you cutting these branches in that manner where Paul was holding them up with his left arm to the ground and you were cutting them from the top down?
A 20 minutes.
Q Okay. So now we're at about 12:20, if my math is correct. Is that about right?
MR. BARCH: Hans?
MR. MAST: Yes.
MR. BARCH: Can I just ask, are these little horizontal cuts or are we talking --



MR. MAST: Well, I was going to get to that. I want to first get the time line down. Yeah, we'll get to that, but I will ask it now then.
BY MR. MAST:
Q So Paul is holding the limb -- the branches up with his left arm over his head, the branch is now from his left arm and hand going down to the ground and you were starting up below his hand and cutting every 18 inches?
A No, I was cutting the branches off of the limb.
Q Got it. So you were cutting vertically up and down. While he was holding the tree vertically, you were cutting the horizontal branches in a vertical fashion --
A Yes.
Q -- from a top to a bottom?
A Yes.
Q And I imagine each branch has probably 30, 40, 50 little --
A I would --
Q -- branches off of it?
A I would say --
Q Hold on. Let me finish the question.

A Okay. Sorry.
Q Let me say it again now. Every branch or limb or whatever that Paul's holding above his head with his left arm, I'm assuming those branches, if they're reaching to the ground, are going to have 30 to 40 little branches coming off of it horizontally, correct?
A Not that many.
Q Okay. Maybe 20 then?
A Or less.
Q Okay. So those are the 20 little branches coming off of that branch that Paul was holding vertically that you were cutting?
A Yes.
Q And then the branch would be left bare branch from his hand to the ground?
A Yes.
Q And then what would he do with that branch then, set it on the sawhorses to be cut up?
A Set it off to the side. We never got to actually cutting up the whole load of wood because of what --
Q Happened?
A -- happened, yeah.



Q His injury?
A Yes.
Q Okay. So for 20 minutes you and Paul worked where he would hold a limb up with his left hand over his head and the branch would be vertically down to the ground and you would be cutting from top to bottom each of the little limbs, 20 or so, off of that branch he was holding?
A Correct.
Q And how many separate branches did you do for that 20 minutes? How many separate branches did Paul have to hold?
A I'll estimate between 25 and 30.
Q Okay. And then what happened after that 20 minutes of doing that work? What was next?
A We arrived at a branch being held in the same fashion that was a little flimsy and in making the first cut, that went well as the uppermost one, second one and of course a pine, you know, they're left and right so I'm not just cutting on this side. I'm over here, over here, taking it down, taking it down. One didn't go through; and at the same time I went to go make the second cut, he put his right hand down to support it so it wouldn't bow and it did go through



and it just nicked his arm.
Q Okay.
A And that's -- that's what happened.
Q Fair enough. Now, that's the one that sounds like where his accident happened, right?
A Yes.
Q Okay. Because -- I see. Okay. Because if Paul arrived at 11:30, you're saying his accident happened around 12:30 which would be about the time where we reached going through the task by task, right?
A Yes.
Q I got you. Okay. So were you still working at the time of Paul's injury with being cut by the chain saw in the manner of where he's holding the limbs up -- the branches up with his left hand over his head and you're cutting the horizontal branches off of that branch? You're still doing that at the time of his injury?
A That's what we were doing at the time of the injury.
Q Because you said you only did that for 20 minutes and then you did something and I thought you were going to say you were doing something



differently. You were still doing that at the time of his injury, right?
A We stopped as soon as he was injured.
Q Okay. Let me ask it this way: Once Paul opted to hold the branches up with his left hand instead of using the sawhorses and you started cutting the limbs now off of that branch --
A Yes.
Q -- and you said you did 25 to 30 of those branches --
A Yes.
Q -- the last branch you did, is that the branch that Paul was holding when he was hurt?
A Well, it was the last branch that we did because he did get hurt.
Q That's what I just said.
A Yeah, we just stopped.
Q Let me say it again because I want --
A Yes, I agree.
Q Let me say it again.
A Okay.
Q You gave an estimate of like for 20 minutes you were cutting these horizontal limbs off of a branch that Paul was holding overhead, remember that?

A Yes.
Q You said you did that for about 20 minutes.
A Yes.
Q And you did 25 to 30 separate branches, right? Right?
A Estimating, yes.
Q Okay. The last branch that you did in that fashion, is that the branch that Paul was holding when he was cut?
A Yes.
Q Oh, okay. Because this is why I was a little confused. You said at around 12:00, and I know we're just doing estimates on times, but you said around 12:00 you did -- for 20 minutes you cut those 25 to 30 branches; so I thought there was something else you were doing then after that by the time Paul got hurt, but that 20 minutes is inclusive of the time of his injury then, right?
A Yes.
Q Okay. So really the time frame you gave me from the time Paul arrived at 11:30 until his accident was more 50 minutes; does that sound about right?
A It's really hard to recollect the time frame when it wasn't relative at the time. There was --



Q I understand that.
A Let me finish, please. There was no time frame of getting the job done nor was I aware of the exact time that it happened because what was most important at that time when it did happen was to get him to the hospital.
Q I understand.
A And the only time that -- And the only time that I checked the clock is when we checked into the emergency room.
Q I understand all that.
A Okay.
Q That's not what my concern was. My concern was you gave me an hour after Paul arrived is when his accident occurred but the time line we gave was only 50 minutes by the time his accident occurred.
A Did you say 50 minutes?
Q 50.
A Okay.
Q So I just want to make sure we're not missing some other element of work that he was doing.
A No. No, we're not.
Q Okay.
MR. BARCH: I'm going to object because he's been



giving estimates all along, but go ahead.
BY MR. MAST:
Q All right. So under the estimates of time that we're giving, Paul arrives around 11:30, you start the type of work that Paul is holding the trees up by his left hand overhead as opposed to using the sawhorses around noon. You do that for about 20 minutes in your estimate and that's when he's injured, correct?
A Yes.
Q All right. So that last branch that Paul was holding when he was injured, that's what I want to talk about now. And that was a branch similar to the 25 or more before that, right --
A Yes.
Q -- that you were cutting, correct?
A Yes.
Q And you had cut these branches 25 to 30 times without incident, without any problem, correct?
A Yes.
Q And that Paul was holding the branches the same way in all those 25 to 30 times without incident, correct?
A Yes.



Q Okay. And they were all being held over Paul's head if Paul's 5, 8, then they were probably what, maybe six and a half feet over his -- or six and a half feet from the ground?
A They varied in amount of debris on each limb and height. As you go up a tree --
Q Okay.
A -- the lengths diminish.
Q So sometimes Paul is holding the branch directly out?
A Deviating between four and six --
Q You've got to let me finish my question, and you can answer in any way you want but at least let me finish.
So Paul might be holding some branches out directly out from his chest, some over his head just varying -- depending on height --
A Yes.
Q -- of the branch?
A Yes. Yes.
Q Okay. So anywhere from four feet off the ground he might be holding a branch to six and a half feet to maybe seven feet?
A No, not six and a half feet. I would say

somewhere between four and five feet.
Q Okay.
A Somewhere in and around just right here.
Q Fair enough.
A Yeah.
Q So Paul is holding with his left arm -- or left hand out from his body extending out the branch is from anywhere from four feet off the ground to five feet off the ground, correct?
A The point where he was clasping that limb, yes, would be four to five feet above the ground.
Q And then underneath where he's grasping is where you're cutting?
A Correct.
Q The first cut that you're going to make is the highest off the ground is how far under his hand?
A A foot and a half, foot. So it really depe- --
Q All right. A foot and a half or a foot?
A May I finish?
Q Well, it's going to be best if you just answer what I'm asking and not try to add on every time.
A (Inaudible) sit here through that. I'm



sorry.
Q What's that?
A I'm sorry. It's just my character.
Q Well, that's fine. The question is this, he's holding these branches extending his arm out and holding them four to five feet off the ground depending on the height of the branch, right?
A Yes.
Q Okay. And you are cutting the first cut about 18 inches below his hand, correct?
A Yes.
Q That's the first cut, yes?
A Yes.
Q So that the branch that he's holding after you cut it is going to be about 18 inches long, right? The piece of wood that's in his hand after you make your first cut is going to be 18 inches long?
A No. No, he was placing the whole limb -- if I may, I know she can't record this. There's your limb off your tree. There's a pile of them. Stump down, that's where I cut it, the larger portion down to the ground. He would hold the smaller portion because on a pine tree they grow like this. If you don't know that, they grow upwards like that. So I



was cutting in the crotches of them. He was holding it, and I would stay away from him cutting off -- and I would not, like, cut towards the top, which is smaller, it's useless wood; we were just trying to get rid of the debris. So he would hold it and I would start cutting like this and put it over there. Off the pile --
Q I got you.
A -- another one --
Q I got you.
A -- stump down and hold it like that.
Q I got you. So he is not cutting -- The base of the branch that Paul's actually holding, you're not cutting that?
A No.
Q You're cutting the stems or limbs that come off of that horizontally?
A The sub limbs off the main limbs that were already removed.
Q Is that correct?
A Yes.
Q Okay. And the -- Although there might be limbs off of that branch all the way up to his hand, you're starting 18 inches below his hand just to stay



away from his hand, right?
A Yes. Yes.
Q Okay. So when you're done cutting that branch, there is still going to be some smaller limbs coming off of that branch at the top by his hand and that's okay, you can deal with it later?
A Correct.
Q Okay. So after you're done cutting horizontally all those horiz- -- Strike that.
After you're done cutting vertically all those horizontal limbs off of that branch, he puts the branch back and picks up another branch and you do that 25 to 30 times before Paul's injury?
A Yes.
Q Okay. The branch that Paul was holding when he was injured.
A Yes.
Q Describe how high or off the ground he was holding that.
A Five feet.
Q Okay. And was it a branch like all the other branches?
MR. CALLAHAN: Just object to form of the question.

BY THE WITNESS:
A By way of species?
Q No. Was it any different from any of the other 25 to 30 branches he had held previously?
A It may have been a smaller one that is by way of diameter that he chose to hold up.
Q This is what I'm asking. I'm not asking what you might -- what might have happened. I'm asking you, based upon you being there and I wasn't there, was the branch that Paul was holding when he was injured different in any way that you can tell that you recall than any of the 25 to 30 branches he had held previously without incident?
A None of the branches were exactly the same.
Q I understand that, but I --
A I don't know how to answer the question then.
Q Well, let --
A The --
Q Hold on. You answered it then. If you don't know how to answer it; you've answered it. So let me ask it a different way then. Other than every branch being a little different in size and thickness and amount of limbs off of it, is there anything unusual, anything necessarily different from that branch than



the other 25 to 30 branches?
A No.
Q Okay. And in appearance, the branch looked like any of the other 25 to 30 that you had cut just previously, correct?
A Yes.
Q Okay. And probably a similar number of -- a similar number of cuts off of this branch that Paul was holding when he was injured, you were going to have to make a similar number of cuts on that branch as to the other 25 to 30 branches you were cutting?
A Generally, yes.
Q Okay.
A Okay.
Q How many cuts were you able to make off of the branch that Paul was holding at the time of his injury before he got injured?
A Four.
Q Okay. So if I'm going to draw a picture of the branch, okay, and we're assuming that's a five foot branch and it has limbs going all off it up and down the branch, right? Right? Correct?
A (Nodding.)
Q Yes? I'm waiting for a word.



A I'm waiting to see what --
Q I'm not expecting you -- You don't have to follow my picture. I'm just saying if I'm --
A Well, I don't follow your description so I'm looking at the picture.
Q Okay. Well, I'm drawing a picture myself to --
A Okay.
Q -- demonstrate to you --
A I'll wait till you're done.
Q No, I can demonstrate it to you. I don't care. You can look at it.
This is a branch and then it has all these limbs coming off it in varying sizes, widths, and heights, okay? Fair enough?
A No, it's not the description of what was being cut. That's why I --
Q All right. You describe what was being cut then.
A The description of a pine branch or a limb is that it starts at a certain diameter, whether it be 3 inches or 2 inches, and over its length, which is also varying, it diminishes to just pine needles. About increments of every and varying also between



6 and 12 inches are branches again that from the larger diameter where it was cut from the tree begin to get lesser and lesser as you go towards the end of the branch.
Q Okay.
A There is a varying amount of how many branches are on there because no tree is exactly the same, so I was in conflict with what you were thinking --
Q Okay. Fair enough.
A -- it looked like.
Q So Paul's holding the branch at the top?
A Correct.
Q Okay. With his left hand?
A Yes.
Q What's he doing with his right hand?
A No.
Q Just to the side -- to the side of him?
A Just aside -- aside and away, yeah.
Q Okay.
A Standing away from it actually as you had physically shown it.
Q All right. What you're saying is he's extending his left arm out in front of him keeping his

body away --
A Yes.
Q -- his left arm above and holding the branch while his right arm is aside of him so the branch is standing vertically maybe three feet from his body; fair enough?
A Yes.
Q Okay. And then you start cutting these horizontal limbs off the branch at about 18 inches below his hand?
A Yes.
Q Okay. And do you remember how many cuts you had to make at a distance of about 18 inches from his hand before he was hurt? I'm not saying going further down, I'm just saying at the 18-inch mark where you were going to start the cuts.
A One.
Q Made one cut?
A One cut.
Q Okay. You got one cut?
A Very --
Q Hold on.
A I know that.
Q All right. Then you go down another distance



to make the second cut?
A To make another singular cut on a different branch, yeah.
Q How far down do you go?
A It varies with how -- how far apart they are on the branch. I would say between 6 -- 8 and 12 inches.
Q Listen, I don't want to guess so this is my question, okay? Hold on. Hold on. We know he's holding it at the top.
A Yeah.
Q We know it's about five feet, you said. We know your first cut is 18 inches from his hand, right? We know those things, right?
A Yes.
Q Okay. So my question is, based on what you've just told me now, how far down from the first cut that's 18 inches from his hand is the second cut on -- give me your estimate.
A I will give you an estimate of between 8 and 12 inches.
Q Okay. So that's the next limb is 8 to 12 inches, right?
A Yes.



Q All right. And then how far down is the next limb that you're cutting from that one you just cut, the second one?
A Again, 8 to 12 inches.
Q All right. And you're now on your fourth one. How far is the fourth one from the third one?
A There are branches on either side of that limb, which means I would cut this one, this one. This one, this one (indicating).
Q Okay.
A It looks like this.
Q I got you.
A Okay.
Q So what you're saying is, and I'm putting on my diagram on the same side -- hold on -- on the same side, but what you're saying is when you cut the first one, the second one is going to be on the other side?
A Yes.
Q Okay. That's fine. You can describe that. So the first one is on one side; you cut that 18 inches from his hand. The second one's on the other side; you cut that 8 to 12 inches below the first one?
A Yes.



Q The third one's on the same side as the first cut 8 to 12 inches below the second one, right?
A Yes.
Q And where's the fourth one? Same side as the second one?
A On the right side.
Q Over here?
A Staggered one, two, three, four.
Q Right. So it's the same side as the second cut then. If you have one, two, three, four --
A I wasn't methodically approaching each branch going left and right per se like, oh, I've got to start here or start there. It really mattered where he grabbed it and what was -- what was below his hand for me to start cutting and again --
Q Listen.
A And, again, the branches aren't aligned as you are drawing them. It's relative to me because --
Q Listen. The easiest process is for you to either say you know something or you don't know something, but you keep first leading --
A Sorry.
Q Hold on. Hold on. Hold on. You first lead me down here and then you just say well, I don't know

then. Tell me what you don't know and I'll move on, okay, but I'm going with what you're telling me. If you don't know something, you just say I don't know.

Let's start over. He's holding his left hand at the top of the branch. His first cut is about 18 inches below his hand, right?

A Yes.

Q On one side of that limb or branch?

A Yes.

Q Okay. So that limb is 18 inches down. You cut that limb off, that horizontal limb, and then you go down probably on the other side 8 to 12 inches and you cut the limb on the other side?

A No.

Q Okay. What? You tell me.

A On a pine tree they're grouped, that's what I was trying to show you, like this. They're not staggered all over the place. When they grow, it's a fan and they grow out like this. So it being stood up, I'd go one, two, three, four.

Q That's what I just did here but we can do it again. Let's try it again.

A Okay, but --

Q Hold on. This is what I'm trying to



understand and I'm trying to make it easy, but we can go through this. He's holding the branch up with his left hand and I'm trying to find out what distances you cut each of those four limbs until he's hurt, okay? I'm trying to find that out.

MR. CALLAHAN: Excuse me. It's just that there's a disconnect here.

MR. MAST: Well, that's why I have to ask these questions. We'll get there.

MR. CALLAHAN: I understand. I'm thinking he's thinking that on your branch this branch comes out like -- it'd be on a 45-degree angle up --

THE WITNESS: Yes.

MR. CALLAHAN: -- if I may. Then there's branches like this and this with the pine needles on them so he's cutting this one here, this one here, and this one here.

BY MR. MAST:

Q Are you making three cuts on one branch?

MR. CALLAHAN: Four cuts.

MR. MAST: No, I don't think that's what he's saying.

MR. CALLAHAN: I think that's --



BY THE WITNESS:

A I'm making one cut.

Q Here, let me do it. I think this is what --

A May I?

Q Hold on. Yeah, I'd be happy to. Let's probably do it that way. Make it easy.

A Thank you.

Q We'll save about a half an hour of questions.

A Right.

Q I was trying to get it described that way but it might be easier just to do it this way.

A Oh, I'm going to make it pretty. We've got time. I have time.

Q You want some crayons?

A I'm going to make a Christmas tree for you. That is a pine branch.

Q Okay. Now, let me ask the questions here. All right.

A I'm cutting it right here in the crotch.

Q I've got it. See, your answers aren't going to help unless they're after my questions.

A We'll get it all figured out.

Q All right. We're going to mark as Gagnon Exhibit 1 that pretty tree you just drew, okay?



A Thank you.

MR. BARCH: You'll have to call it a -- It's a single branch, not a whole tree.

THE WITNESS: Single branch.

MR. MAST: Okay. It's a branch. All right. I'm sorry. I'm not good at these things.

BY MR. MAST:

Q All right. That's a -- Obviously it's not to scale or anything, but it's just a drawing of a pine branch, right?

A Correct.

Q And it's supposed to represent, even though it's not exact, a typical type of pine branch that you and Paul were cutting on the day of his accident?

A Correct.

Q Okay. Different sizes, different amount of limbs coming off them but that's a representative of those types of branches, right?

A Yes, it is.

Q Okay. So if we look at this, the base is obviously going to be wider than the top of it, right?

A Yes.

Q So I'm going to put a T on your drawing where the top of that is and a B where the base is. Did I

just do that?
A Yes.
Q So we know what words to use?
A Yeah.
Q Okay. So I'm going to put T O P and B A S E. So we can refer so that we're using the same language. Paul is going to be holding with his left hand the top of the branch, right?
A Correct.
Q And then the base is going to be against the ground in a vertical fashion from where he's holding at the top, right?
A Yes.
Q And then starting 18 inches below his hand, you were going to start cutting on either side of that branch the horizontal limbs that are coming off that branch, right?
A Yes.
Q Okay. So if this were a branch that Paul was holding, his hand would be at the top and then you would make one cut -- oh, you'd start -- okay, you'd skip the top of it --
A Because it's --
Q Hold on. You'd skip the top limbs because



that's too close to his hand so you'd come down to maybe the next set 18 inches below and start making a cut there?
A Yes.
Q Then you'd go on the other side and make another cut?
A Yes.
Q That's two. Then you'd make another cut on there --
A Yes.
Q -- that's three. Then make another cut; that's four. Then cut there, five. Cut there, six. And you have the whole branch cut, right?
A Yes.
Q Okay. So let's number these one, two, three, four, five, six. Does that number what we just discussed?
A Yes.
Q So you're basically at least on this demonstrative drawing, you're making six separate cuts off of this branch and then you put the branch down on the ground and get a new one?
A Yes.
Q Okay. All right. That did clear up about a



half an hour, so thank you.
A You're welcome.
Q Okay. And I'm sure they weren't all six cuts every branch, right?
A No, they varied.
Q Is six pretty much an average or no?
A No.
Q As far as --
A There's no average.
Q Okay. There's maybe six, eight, ten, something like that?
A There's no average. There's no way to average it.
Q Okay. The branch that Paul was holding when he was injured was a branch like most other branches although in different sizes, correct?
A Yes.
Q Okay. And you're telling me you made four cuts until he was injured?
A Fourth cut he got injured.
Q Okay. On the fourth cut?
A On the fourth cut.
Q Fair enough. So if we just start with that one branch that Paul's holding and discuss what you



did up and to the time he was injured, you made the first vertical cut from the horizontal limb 18 inches below his hand, you made the second one on the other side just like you did on Exhibit 1 here, then you went down 8 to 12 inches lower, made the third cut on one side, then you're going to the other side to cut the fourth cut, right?
A Yes, correct.
Q What happens when you're going from the third cut to the fourth cut that you believe is what caused Paul to get injured?
A The fourth cut, not much unlike all the other ones, the branch bowed. It may have been because it wasn't rigid; it may have been weaker than the rest. I don't know.
Q Can I stop you for a minute just so I know what you mean by bowed. What do you mean, it was -- it was like limp?
A Yes.
Q Okay.
A Yes, not as rigid as the other one perhaps.
Q So when you say -- I don't want to jump too far. When you say bowed then, that means when you press the chain saw down, it kind of gives a little

bit more?
A Yes. Yes.
Q Okay. All right. So you're saying the fourth limb that you're going to cut, that limb is a little more weak, it gives a little bit more than the other three that you already cut?
A The main branch taken from the tree is what I'm talking about. I'm not talking about the branch I'm cutting off. As I approached the crotch, the main branch which I depicted on the drawing there gave way.
Q Okay. So if we -- Hold on. If we define then just so we know we're talking the same language, the branch is the solid continuous piece of wood that Paul's holding whereas the limbs are the parts that come off of that branch. Let's use those terms, okay?
A The limb is the larger piece; the branches are what come off the limb.
Q All right. I'm sorry. All right. We'll do it that way then. Let's define it that way.
MR. BARCH: Don't you watch that show on TV, those Ax Men?
MR. MAST: No. No. No, I don't.
BY MR. MAST:
Q So let's put that on the -- I'm going to



write that on here so we use these same words. Because I don't want to change the words so I put on Exhibit 1 here branch for the little parts that come off the main limb.
A Yes.
Q Fair enough?
A Yes.
Q That's what we're going to describe?
A Yes.
Q All right. So what you're talking about is so we use the same terminology, the limb is what Paul's holding with his hand that goes vertically from his hand to the ground?
A Correct.
Q And the branches are the things you're cutting off of that limb six to eight or so cuts, right?
A Yes.
Q Okay. So what you're saying is after you cut three of the branches off of the limb Paul's holding, the fourth branch -- What happens with the fourth branch?
A The limb had flexed slightly causing the chain saw to come out of the crotch.



Q Okay.
A At that time, without moving away from that instance, I approached the cut again. Simultaneously Paul wanting to help me went to support it with his right hand and at that same time I went through the cut and I nicked his arm.
Q Okay. Okay. Now, when you're saying Paul went to -- what did you say? -- support it?
A Yes, support it.
Q What was he -- Do you know what he was going to do with his right hand?
A I'll tell you what he did with his right hand. He actually grabbed the limb and supported it.
Q What part of the limb?
A Below the next cut that I was -- the last cut that I made when it flexed and just below the one that I'm talking about and followed through.
Q All right.
A The fourth cut.
Q So let's talk numbers.
A The fourth cut.
Q You just made the third cut.
A Yes.
Q And the fourth cut was still the same



distance from the top of the limb --
A Yes.
Q -- but it was on the other side --
A Yes.
Q -- of the third cut, right?
A Yes.
Q And had you cut the fourth branch by the time Paul was injured?
A No.
Q Okay. So the fourth branch was still there?
A Yes.
Q But you were attempting to cut it, right?
A Yes.
Q And when Paul was holding with his left hand the limb, it kind of flexed because it's held up against the ground?
A Yes.
Q And it kind of bowed a little bit and you're saying Paul then with his right arm did what?
A Went to support it below that cut as I went to finish the cut.
Q Okay. So when you cut his arm, Paul's arm, was his right arm on any part of that limb or branch?
A Yes.

Q What part?
A Below the fourth cut which did not go all the way through.
Q Okay.
A He would have been like this (indicating).
Q All right. Hold on. So you just demonstrated that his left arm was up, his right arm was down on this limb, right?
A Correct.
Q So when you -- when he had his right arm on the limb and his left arm on the limb together, his right arm was below the fourth branch that you were going to cut, right?
A Yes.
Q How far below?
A Maybe 8 inches. His hand was collapsed onto the limb about 8 inches below that last cut that didn't go through.
Q Fair enough. Okay. And when you made that first attempt to cut that fourth branch, was his hand there at that time or was that after you tried to make that first attempt?
A It was after I made the first attempt at the fourth cut.



Q Okay. You made the first attempt at the fourth cut and because the limb bowed, you were not able to penetrate the fourth branch, correct?
A Correct.
Q So did you just in a split second go back and try it again or did you wait a couple seconds or what happened? How long was the process?
A Like microseconds. It was -- You know, it's a matter of just going -- and at the speed you can see -- I'll describe if I need to or if you want me to -- cut, cut and also the manner in which I'm cutting, it's called the locked elbow position. You don't just freewheel a saw. Nip, nip, nip, and it went ... I was like okay. And at that same time he just reached over to kind of help me out so it wouldn't flex and that's how it all came together.
Q All right. Well, if he's reaching over and that's why you cut him, then that leads me to believe that he's not holding on to the limb at the time that you cut him.
A Oh, he's holding on to the limb.
Q So is he reaching over at the time you cut him or is he already holding on to the limb?
A Simultaneously as he reached down to that



limb standing like this flexed like that. At the same time I went to finish the cut and I did finish the cut. Like I said, it just --
Q All right.
A Just --
Q Hold on. You're going way too fast for us and we're going to have to repeat the questions over and over again and if we can just go step by step, okay?
A Okay.
Q As he -- As you make the first attempt at cutting that fourth branch, the tree flexes and your saw blade bounces up or do you --
A Slightly bounces up, yes.
Q Okay. Then do you immediately put it back down to cut it a second time to try to cut it a second time or do you wait? Do you hesitate?
A I didn't hesitate.
Q So you immediately did it then, right?
A Say it again. No, just the last part.
Q I know. I get it. Your first attempt to cut the fourth branch to the second attempt to cut the fourth branch there was no hesitation, it was just tried to go down and get it, it bent and then you went



back down to get it and you cut it off?
A Yeah.
Q And that's -- When you went back down to get it that second time, that fourth branch, that's when you cut his arm?
A That's when he placed his hand there and got it cut.
Q Right.
A Yes.
Q Okay. So when he was cut -- physically when the cut occurred, was his right hand on the limb or not?
A Yes, it was on the limb.
Q Did you know it was on the limb?
A Yes, I did. It was clasping the limb.
Q Okay. How long was his right hand clasping the limb below the forth branch that you were going to cut before you cut his arm?
A It's hard to operate a stopwatch while you're operating a chain saw. I really can't give you a time frame as to something that happened so quickly and when two men come together. Like I said, I can't -- I can't answer that question. I don't know. I don't know.

Q Listen, you gave me five minutes of why you don't know. Just tell me you don't know, that's fine. We can move on.
A I'm sorry. It's my character. I'm very inclusive in my answer descriptive.
Q All right. Well, I'm just trying to tell you you don't need to do that.
A And I'm working on it right now.
Q All right.
A I'm glad you --
Q So the question is, and I'm not saying is it five minutes between the time you first tried to cut it until the second time you cut it. I understand we're talking seconds, okay. My question is --
A Milliseconds.
Q All right. Milliseconds. Fine. My question is, when you went down to cut that fourth branch the first time and the tree bent --
A Yes.
Q -- and you had to go down right away and cut it a second time, when you went toward that fourth branch to cut it a second time, when you went toward it, was his right arm on the limb at that time or was he off it and going toward it to hold on to it?



A At the exact same time that my saw went through that fourth cut, his hand clasped that limb.
Q That's not my question. My question is this; I'm going to say it again. My question is, you went down to cut that fourth branch off and the limb bowed so you went at it again; and my question is, when you went at it again for that second cut on that fourth branch, was his right hand clasping below that fourth branch at that point?
A In time?
Q Yeah.
A Simultaneously.
Q Okay. So that simultaneously you're saying when you're going after that fourth branch the second time --
A Yeah.
Q -- he's now at the same time grasping on below that fourth branch to hold on to the limb?
A Yes.
Q Okay. And do you see him as he is moving his right arm toward the limb to hold on to it or do you just see at the last second when your saw is going towards the branch?
A I was focused on the branch and the cut. I



wasn't looking at him.
Q So your answer is you didn't see his hand moving toward the --
A No, I did not see his hand.
Q You've got to let me finish the question.
A I'm sorry.
Q We're going to be here all day. Your answer is you did not see his hand motioning toward the limb -- his right hand motioning toward the limb to hold on to it, you only saw it right when it clasped the limb right when you were going at the branch a second time?
A Yes.
Q So the time -- Simultaneously when you're cutting that fourth branch, that's when you go through that branch and then you end up going into his arm, correct, his forearm?
MR. CALLAHAN: I'd just object to the form of the question.
BY THE WITNESS:
A You're leading me into cutting him and that's not what happened.
Q Oh, I'm sorry.
A I feel as though I am.



Q I get what you're saying. I'm sorry, maybe that wasn't the way you wanted me to word it. I'll try to word it differently.
A Thank you.
Q You're -- At least from what you're saying is, you are motioning toward that fourth branch a second time in attempts to cut it so you're moving the chain saw, as you said, in that rigid locked position with your elbow --
A Yes.
Q -- toward that fourth branch to cut it, right?
A Yes.
Q So if you're going toward that fourth branch to cut it, and I understand you're saying his right arm is locking on to that limb at the same time, right? Right?
A Yes.
Q But you're moving the chain saw forward to cut that branch, right?
A Yes.
Q So when you're moving that chain saw forward to cut that branch, that moving forward manner ends up striking his forearm in the manner that it did to cut

him, right?
A I think we're overlooking the word simultaneous. I'm sorry that I can't just answer your question but it's -- the description is --
Q What do you mean?
A The description is not fitting the instance that happened for me per se.
Q Put his arm movement aside for a minute.
A Okay.
Q Okay?
A All right.
Q We know simultaneously he's using his right arm to grab on to that limb while you're making that second cut to the fourth branch, right?
A Yes.
Q That's happening simultaneously; I understand that.
A Yes. Okay.
Q My question is, while you were going down to that second cut of that fourth branch, you're moving the chain saw forward to cut that branch, right?
A Yes.
Q And in the process of moving the chain saw forward to cut that fourth branch, that is the process



that takes your saw blade into his arm. Whether his arm is moving or not, we can -- I can ask that next, but the process of you moving forward with the chain saw is part of what led to his arm being cut, right?
MR. BARCH: I'm going to object to the form of the question. It's also argumentative. Go ahead.
BY MR. MAST:
Q Go ahead.
MR. CALLAHAN: I'll join that objection.
BY THE WITNESS:
A As you had said, it's part of how it happened.
Q Right.
A It's an equal share.
Q Okay. Equal share meaning you're saying his arm's moving near the limb as well as the chain saw you are operating is pushing forward toward that limb and the arm and the chain saw meet and he becomes injured, correct?
A Correct.
Q Okay.
(A short break was had.)
BY MR. MAST:
Q All right. Finish up where we got this tree



now. So you're holding the chain saw, you're going for that second attempt at the fourth branch to cut it, and while you are cutting that fourth branch is when the -- when Paul's arm is struck; is that right?
A Yes.
Q And so the chain saw is under your control at the time, right?
A Yes.
Q You're not out of control, are you?
A I'm in control with the chain saw, yes.
Q Okay. And you're wanting to cut it when this happens, right? You're wanting to cut with it when it happens?
A Yes.
Q Okay. You are attempting to cut the branch and that's when Paul's arm is attempting to hold on to the limb, right?
A Correct.
Q And the chain saw is in motion when Paul's arm is struck, correct?
A Yes.
Q Okay. And the first time you see Paul's arm is when his right hand is grasping the base of the limb below the fourth branch, correct?



A Yes.
Q You don't see it coming from the side toward that bottom part of the --
A No.
Q -- of the -- of the limb, correct?
A No, I did not, correct.
Q Is that correct?
A (Nodding.)
Q Okay. Is that correct?
A That is correct.
Q Okay. Okay. When he gets cut, what is the first thing that happens? Does he scream? Do you say something? What's the first thing that happens the split second he's cut?
A I say no. He says yes.
Q And what do you mean by no? You mean no, that's not happening or what?
A Yeah, like no. No, it didn't happen.
Q Okay. And he says what?
A Yes. Let's go.
Q Yes what?
A Let's go.
Q Let's go what?
A Let's get out of here. It's time to go.

We've got to go to the hospital, you know. Yes, let's go.

Q That's the first thing that happens once he's cut, right?

A Yes.

Q And when he gets cut, are you able to see the chain saw making contact with his arm, or how do you first discover he's cut?

A It just looked like I could have nipped him. It was so close that it looked like I could have touched him.

Q Okay.

A That's what I did, I touched him.

Q All right. Had Paul ever held a limb before he got cut with both hands before this?

A No.

Q Okay. So you did not expect him to do that?

A No, I did not.

Q Okay. And after you say no and he says yes, do you guys -- do you basically put the chain saw down and get in his car and go to the hospital?

A I threw the chain saw down and got in his car to go to the hospital.

Q Was he bleeding?



A Yes.

Q Do you know -- and, again, I don't knows are fine answers. I'm not trying to imply you know things but I just have to ask. Do you know how far or how deep the chain saw went into his arm?

A I could tell you pretty accurately. I was there in the operating room. It never went past the epidermis.

Q What do you mean, the skin?

A Yeah.

Q Did it open the skin?

A Yes.

Q And it was bleeding?

A Yes.

Q Okay. Well, I mean, the doctors will be able to tell us how deep it went. Are you telling me you have some kind of medical ability to tell how far it got cut?

A I'm educated to a certain extent and I was educated there in the emergency room and I heard everything that was being said and I was shown and even Paul said look, and I was right there the whole time looking.

Q You don't have any medical education or



ex- --

A No, I don't.

Q Wait. Back and forth here, please, please. You don't have any medical education or training, do you?

A No.

Q Okay. So any type of depth of incision or cut that you would be talking about would be just based upon what you saw visually, correct?

A It was visual, yes.

Q You never went with your finger inside the wound?

A No.

Q Or any type of object?

A No measuring devices were employed, no.

Q Okay. Did you hear the doctors talk about how far it was cut in?

A Yes.

Q How far did they say?

A Not deep, that was their assessment.

Q Okay.

A He was lucky.

Q Okay.

A It only hit the fascia; that's what they



said.

Q All right. Do you know -- You've known Paul a long time before the accident?

A 35 years.

Q Okay. Have you ever known him to be injured in any way before this accident?

A Yes.

Q Okay. What is that?

A A car accident.

Q When was that?

A I cannot put a pin date on it, but I can say it was over seven years ago.

Q Okay. So maybe around 2006, somewhere around there?

A I am guessing at that, but I know that there was an instant which he was involved in an accident and he also pursued.

Q Okay. Here, listen. Just follow me. If you follow me, we'll go where we need to go and get there fast, okay?

A As I said, it's a struggle because of my character.

Q All right.

A I'm descriptive and inclusive.

Q Fair enough.
A You don't have to keep correcting me -- or you do have to correct me; that's your job, but --
Q Fair enough.
A -- I'll try to get there for you, okay?
Q All right. Motor vehicle accident about 2006. Were you in the accident with him?
A No.
Q Do you know what injuries he suffered in that auto accident?
A Nerve damage to the left elbow that was allegedly struck.
Q In this case you mean?
A In that other -- Yeah.
Q Did he ever have any surgery for that left elbow?
A I know he was poked and prodded. I don't know if he was -- had actual open surgery for it though.
Q Did he ever resolve that injury up until the accident in this case?
A I don't know.
Q Okay. Other than a left elbow nerve injury in a motor vehicle accident around 2006, any other



injuries from that motor vehicle accident?
A I don't know.
Q Okay. How do you know about that left elbow nerve injury then?
A Because he showed people and talked about it openly.
Q Was it a different location than where he was lacerated or cut in the chain saw in this case?
A Yes, it was an entirely different arm.
Q Oh, I'm sorry. You're right. I'm sorry. I wasn't thinking that far ahead. Good. In this case -- In this case the chain saw was the right arm. In that case it was the left elbow, right?
A Yes.
Q Okay. Any other injuries other than the motor vehicle accident?
A I'm not aware of.
Q Okay. Any other prior -- prior to this case, any prior injuries to Paul?
A Not that I'm aware of.
Q Any prior conditions of ill health with Paul before his chain saw accident?
A I'm not aware of any.
Q In the four or five year let's say -- Strike



that.
In the five years before this chain saw accident in June of 2011, was Paul in any way disabled or limited in what he could do physically?
A I don't know.
Q Okay. Well, to what extent you do know -- to what extent your contact you've had with him, you're not aware of any; fair enough?
A Correct.
Q Okay. Are you aware that Paul was under any medical consultation or treatment in the five years prior to Paul's chain saw accident in this case?
A I am not aware.
Q Okay. After this accident are you aware of Paul receiving medical treatment from time to time for his right arm laceration?
A Yes.
Q How many times -- Let's say in the month after this chain saw accident, how many times did you see Paul? I mean, was it every day?
A No. No. Maybe three or four times since this accident I've seen him.
Q Total?
A Yeah.



Q Up until now?
A Yeah.
Q Oh, I see. So it's been very infrequent then?
A Yes.
Q Okay.
A Just the instances where we exchanged what I had given in the beginning of this deposition.
Q Right.
A Those are the only times I spoke to him.
Q All right. So let me summarize that just to make sure we're clear. What you're saying is, I'm assuming before the accident you saw Paul a lot, right, or not?
A I wouldn't even say frequency. From time to time.
Q Maybe once every couple of weeks or something?
A Yeah, that's honest. That's fair.
Q All right. So let me word that all out then. Before the accident you were seeing Paul every couple of weeks maybe infrequently; fair enough?
A Infrequently, okay, yes.
Q Fair enough?

A Yes.
Q After the accident you saw Paul only on those occasions where you had words with him that you described at the beginning of the deposition?
A Correct.
Q And that would have been, looks like, four times?
A Yeah.
Q Right?
A Yeah.
Q Okay.
A With the exception of the one time when he did come up to help me work, but we didn't discuss anything that had to do with the case; he just came up to work.
Q When was that? Was that a different time?
A It was after the accident. He helped me do a roof on my house.
Q So it's different than the four times we talked about at the beginning of the deposition?
A Yeah, we were talking about conversation and this wasn't really conversation. It was -- we were just working.
Q Okay. So that's why I'm trying to get this



summarized.
A Okay.
Q After the accident we talked about four different times you had a conversation with Paul about various things. We talked about those, we tried to give approximate dates and things.
A Yes.
Q Okay. Other than those four conversations with Paul, you said there was one other time you had -- you were with Paul after his accident and that was to do a roof?
A My roof at my home, yeah.
Q Okay. When was that?
A It would be October.
Q Of what year?
A 2011.
Q Same year as the accident?
A Yes. Yeah.
Q All right. So you did -- Was he helping you do roofing work on your house?
A He was helping me tear it off.
Q Okay. Did he have any kind of bandage or brace on his right arm from the injury in this case?
A No.



Q How many days was he helping you?
A Just one.
Q For how many hours?
A Five, six hours.
Q Okay. So you're saying after the accident in October of 2011, we're talking maybe about four months after the accident, Paul helped you on one day five to six hours to pull your old roof up off your house?
A Yes.
Q Okay. Was anybody else helping you --
A Yes.
Q -- during that time?
Who?
A Mike Shoshie, neighborhood friend.
Q How do you spell that?
A S H O S H I E.
Q Is he still a neighborhood friend?
A Yes, he is.
Q Where does he live?
A Two blocks away from me. I can't give you his address; I don't retain it in my memory, but I know where he lives. I could submit that to you at a later time if you'd like.
Q Very good.



MR. BARCH: I need to at least go on record that we started around 1:00. There's been some breaks, it's now 3:45. If Mr. Gagnon's attorney is going to stick to the three-hour limit, I need some time.
MR. MAST: I'll try to wrap it up.
MR. BARCH: I know, but I don't want to get to the three-hour point and have the plug pulled. There's only 15 to 20 minutes left.
MR. MAST: Well, I guess that's -- that's -- I mean, we didn't -- Hold on.
MR. BARCH: Well, I think you and I have a duty to share our time.
MR. MAST: Before the dep we didn't really discuss this so it's fair that you bring that up. I don't know if you have a lot, but I'm trying to wrap it up now with me. I don't think I'm going to take the full -- I don't think I'm going to be a half an hour from now. I don't know how much time you have so is it -- do you have a lot of time or are you just looking at 10, 15 minutes?
MR. BARCH: Yeah.
MR. MAST: Yeah, so we should be fine.
MR. CALLAHAN: Yeah, during the break Mr. Mast and I discussed this. We're told the deposition

started at 1:12. He said he'd wrap it up so you should have time.

MR. MAST: Yeah.

MR. BARCH: Okay. Good. I just want to make sure we're all on the same page, that's all.

MR. CALLAHAN: If you go a little over, I'm not going to jump up and scream.

BY MR. MAST:

Q Anyone other than Mike Shoshie, you and Paul that was assisting on your roof at the time Paul was helping you?

A No one else was assisting but there were witnesses that seen him helping in those duties.

Q That was my next question by the way. Who was that?

A Joe Vlk.

Q How do you spell the last name?

A V L K. No vowels.

Q Where does he live?

A In the neighborhood by me also.

Q Anybody else?

A My wife.

Q Okay. And are you aware of him having any difficulties in helping you during those five or



six hours because of his injury in this case?

A He seemed to not exert himself fully and was, if not nursing, staying away from using that arm in full but nonetheless was still grappling and moving.

Q Fair enough. So you're allowing the fact that he was reserving some of his -- saving himself a little bit for the right side where he hurt his arm in this chain saw accident as if there was something still lingering there?

A Yes.

Q Okay. But he still was able to help you for five or six hours irrespective of what might be his ongoing issue?

A Yes.

Q Okay. So other than those five to six hours that given day in October 2011, you had four other meetings and conversations with Paul that we already fully talked about and there's no more need to detail those anymore; fair enough?

A Correct.

Q Okay. And the first conversation was coming right out of the hospital that day of the accident, right?

A Yes.



Q The next one was four months later, the other one was 2012 and the last one wasn't about any financial thing but it was a little bit before the 2012 meeting; fair enough?

A Yes.

Q Okay. Have you now told me everything that you had -- Well, strike that.

Let me ask this question first. Did you and Paul at any time discuss how or why the accident occurred?

A No.

Q Okay. And that's on both sides. You never told Paul, Hey, why were you holding on to the branch, or, I didn't know you were doing that, or, Why were you grabbing with your right arm? You never told that to Paul, did you?

A No.

Q And Paul never said, Hey, why were you cutting the way you did, or anything like that; he wasn't complaining to you?

A No.

Q Okay. Have you talked to anybody else other than your attorney and your insurance company about what happened?



A No. My mother. Just back to my mother.

Q Oh, and you might have -- You know what? This isn't a big deal, but I think in terms of just being all-inclusive, you did -- I printed out what my assistant wrote down from a recorded statement that you knew I was taking over the phone of you, correct?

A Yes.

Q Did you read this at all?

A That one I -- Yeah.

Q Huh?

A Yeah.

Q This is the narrative from the recorded statement that she took down and I'm assuming she took it down right. I didn't go and read it and listen to it.

A Yeah, I had a few blanks in there and such that, you know ...

Q Well, hold on. The question is --

A Yeah.

Q And I'll mark this as Exhibit 2, okay, and I'll just put a 2 for now. But would you agree that -- and I know you didn't listen to the recording so I understand that, but would you agree that reading this narrative marked as Exhibit 2 accurately states

what you would have said on that phone call to me?
MR. CALLAHAN: I'd just object to the form of the question and as to the number of variables with the recording and with the transcription of the process itself, including some of the language in the transcript and ask him if he could -- I think it's better if this would be pointed out page by page or -- excuse me -- line by line more or less if he's agreeing with that.
MR. MAST: I can do that. Yeah. Joe, I'm just trying to make it easy.
MR. CALLAHAN: Yeah.
BY MR. MAST:
Q Let me put it this way: Have you read this narrative from your recorded statement?
A Yes.
Q Is there anything in the narrative -- and I'll let you read it again if you need to, is there anything in this narrative, Exhibit 2, that you believe you did not say that's attributed to you?
MR. BARCH: Form of the question, but go ahead.
BY MR. MAST:
Q Here, I'll give it to you again. Just read it through. I don't want to go through line by line



unless you want to but basically I'm asking you, did you say those words and is this --
A This besides the blanks that are there --
Q Yeah, besides the blanks.
A -- yeah.
Q Okay. All right.
MR. CALLAHAN: And I'd just point out too that there seems to be -- like if you read that thing in total, there are eight parts where the subject and verb don't agree, there's parts where it goes on, it doesn't make sense and that also has to be considered as well as to the totality of the accuracy and the candor of the statement.
BY MR. MAST:
Q Okay. This is my question, and again I know you didn't compare the audio to that statement; but you read that statement and all I'm asking is, you generally recall giving me a statement over the phone, right?
A Yes, I do.
Q And does that generally, and again we can listen to it to find out specifically what it says; but does that generally meet with your recollection of what you said?



A Yes.
Q Okay. And that's Exhibit 2, correct?
A Yes.
Q All right. Again, it is what it is. Let's put Exhibit 2 on here so we can keep track of these things. Okay.
Now --
MR. MAST: Oh, I didn't put this on the record. I'd like to put this on the record. I don't have answers today of interrogatories, nor I don't think this response is to my production request. Let me just see. No, this response to the production request is to codefendants' response. So I don't have that discovery, nor answers to interrogatories to my discovery. I'm assuming nothing is going to be crazy or different than what went over today but to the extent it does, I'm going to reserve my right to the extent I need to, but let's just mark this as Exhibit 3.
BY MR. MAST:
Q And what Exhibit 3 is, is what I was given today right before the deposition are, Mr. Gagnon, your answers to codefendants' interrogatories and response to production request. Nothing that you need



to concern yourself to other than I will ask you Exhibit 3, is this your signed answers to interrogatories that you're giving in this case?
A Yes, I received this in the mail and answered those questions as they are printed.
Q And you signed it verifying these are your true and correct answers, correct?
A Yes.
MR. BARCH: Do you have a signed version? I don't have a signed one.
MR. MAST: Yeah, it's signed.
BY MR. MAST:
Q All right. Has -- I think defense counsel already answered this, but I just want to make sure that you haven't heard anything that your defense counsel hasn't heard -- has your homeowners insurance rejected or reserved their right for coverage in this case at all, to your knowledge?
MR. CALLAHAN: I'd just object, it may call for privileged conversation and I object as to it may call for conversations with insurance company but -- and I can answer as far as I know, there's been no rejection of anything, and I'll make that stipulation --
MR. MAST: I'll accept your answer then; that's

fine. All right. Let me just look through your answers to interrogatories, the ones that I've got. Hold on one minute.

BY MR. MAST:

Q Have you talked to your mother -- Or strike that.

Have you talked to your parents at all about this incident with regard to whether they saw anything?

A No.

Q Okay. Do you know if they saw anything regarding the incident?

A I know they didn't see how it went down.

Q Did they -- Do you know if they saw the process of what you and Paul were doing in cutting these branches down?

A No.

Q Okay. Do you know if they knew about the incident before you left the property that day?

A Yeah, they knew that something had happened --

Q Okay.

A -- bad.

Q Okay. Since you only met or spoke with Paul



on a few various occasions after the incident, I'm assuming you're not really up-to-date on the nature and extent of his recovery and/or his medical injury; fair enough?

A No, I'm not.

Q Is that fair enough?

A That's fair.

Q Okay. So what limitations or the severity of the injury and what it's turned out to be, you don't know about; fair enough?

A I don't know.

Q Okay. And the work you were doing was at the request of your parents, correct?

A It was at the submitting of my parents for my suggestion that it was a good time to do this.

Q It was for purposes of your parents. It was their property and it was --

A Yes.

Q -- work doing --

A It was for purposes of my --

Q Hold on.

A Okay.

Q It was for their purpose, your parents' purpose to do it. You weren't benefiting yourself in



doing it, were you, other than getting money for it?

MR. BARCH: I object to the form of that question. It calls for legal opinions.

MR. MAST: I don't --

BY MR. MAST:

Q Go ahead. Do you want me to ask the question again?

A Yeah.

Q All right. The work you were doing in cutting the tree on your parents' property when this injury occurred was to benefit your parents, correct?

A Yes.

MR. BARCH: Same objection.

BY MR. MAST:

Q Okay. And you were getting paid to do it, correct?

A Yes.

Q Okay.

MR. MAST: Go ahead. I'll let you go and see if I have anything else here.



EXAMINATION

BY MR. BARCH:

Q Hopefully don't have to cover everything over again, but I do want to back up a little bit. Mike McArdle?

A Mike Mcartor.

Q Mcartor?

A Yeah, Mcartor.

Q He was a friend of yours for a long time as well?

A Yes.

Q And what's the connection between him and Mr. Dulberg? I mean ...

A They both live together in Paul's mother's home.

Q They've been living together for years?

A Ten years.

Q Ten years?

And it's a sensitive question, but are they a couple?

A A lot of people wonder.

Q Okay. Well, do you know?

A I don't know.

Q You've known them both for years.

A I don't know. I mean, I don't know either way so I just don't know. I'm not being facetious; I just don't know.
Q Have you ever talked to Mr. Mcartor about what happened?
A No.
Q No?
A No.
Q They -- There was one conversation --
(Short interruption.)
BY MR. BARCH:
Q There was one conversation I think you had with Mr. Dulberg and Mr. Mcartor was present?
A Yes.
Q And let me see if I can remember which one that was. Do you remember of the four that we talked about earlier --
A Yes, it's the one in the kitchen where Mike was present and Paul had commented that he thought that this was a blessing and the best thing that could have happened because he won't have to work another day of his life. Won't have to retrain for a job, blah-blah-blah, on and on.
Q Okay. Do you recall Mr. Mcartor making any



statements?
A No. No, Mike is a listener.
Q Okay.
A He stays out of things.
Q And I may be confused but was that the same conversation where he -- where you basically said you wouldn't tell something that wasn't true?
A No, that was a separate conversation. I was leaving his house and he kind of just blurted out across the kitchen where Mike was witness to him saying it.
Q The one that Mike was there, there wasn't any discussion about money or --
A No.
Q -- testifying any certain way?
A No.
Q Okay. All right. I guess going back to this whole situation, what brought you out to your -- I guess to this -- to do this work at your mom and dad's place. That's your mom, right?
A Yes.
Q Carolyn is your mom, and Bill's been your stepfather for years?
A For years, yeah.



Q And you were there -- If I understand what you're saying, you were there, there was a discussion as to what to do with these trees now that the shed was down?
A Correct.
Q And it was just a -- if I heard your testimony, a good opportunity to take down these overhanging trees?
A Yes.
Q Was there plans to put up a new shed?
A No. Actually, we installed the same size shed on the same platform in the same spot after the trees came down.
Q Okay.
A As I said, it was opportune because it was absent now.
Q Okay. But was there -- the long-range plan was to put a new shed back in the same spot?
A Yes.
Q A replacement?
A Yes.
Q All right. So before doing that, it was -- your thought is let's get rid of this overhanging tree?



A Yes.
Q All right. And I -- I -- This whole notion as to whether you were paid or not paid, did they end up giving you cash for doing work out there?
A I did a multitude of things; but yes, for that job --
Q Okay.
A -- there was many upgrades done on the property, so ...
Q Did you consider yourself to be their employee or were you just doing a favor for them for money, what?
A No, I was -- I was doing a favor and because of the times, I was getting money where I could and my mom wanted to supply me with some kind of means of income because I couldn't find it anywhere else and I provided a service for her.
Q You called it at one point a chore --
A A chore.
Q -- that you were doing for them?
A Yeah.
Q All right. Now, with respect to the tree trimming and then ultimately whether they were removed, did either Bill or Carolyn come out there and

tell you how they wanted this done?
A No.
Q Prior to you undertaking that job, did you sit down with them and have them tell you what they wanted done, what their expectations were, or anything like that?
A No.
Q Have you ever actually seen either one of them use a chain saw?
A No.
Q Would you agree that you were free to cut those limbs, take down the branches, to do that in any way you saw fit?
A Yes.
Q And you didn't have an invoice or a written contract with them --
A No.
Q -- or anything like that?
A No.
Q And then this whole concept as to whether David was there -- I'm sorry -- as to why Paul was there, he was there -- you invited him over?
A I did.
Q And Mr. and Mrs. McGuire may have known he



was coming over?
A Yes.
Q You told them that?
A Yes.
Q Did you tell them that he was coming over to help you?
A I said that I asked Paul to help me today and they didn't say anything because we worked together before and they're friends, so ...
Q And at that point, if I heard your testimony, there was no discussion between you and your parents about them paying for Paul's time?
A No.
Q And that wasn't something that you and Paul even talked about?
A No.
Q Even up until the point of injury, that was not a subject of conversation?
A No, it was not.
Q Do you know if he was planning on taking some of the trimmed-up branches for firewood?
A I was assuming in my mind that that would suffice him initially, yes, because he had already taken some before from the front yard. He has a



fireplace at his home that he burns --
Q Okay.
A -- where we don't -- or she doesn't here.
Q That was an assumption but was it actually a subject of conversation between you and he?
A No, we did not discuss it.
Q So in terms of what, if anything, Paul might get out of it, as you sit here today, you don't recall any discussions with Paul about what he would get in return for helping you?
A No, he just agreed to help a friend take down some trees.
Q And I -- if I'm understanding your testimony too, Paul wasn't trying to override anything you were doing; he wasn't telling you what to do either?
A No.
Q There was a lot of unspoken things happen between the two of you?
A Yes.
Q The branch that you and Mr. Dulberg were working on -- I'm sorry -- the limb that you and he were working on, that one you mentioned as you were cutting that fourth branch as turning, that one flexed?



A Yes.
Q And you used the word flexed, at one point also bowed, you used that word?
A Yes.
Q If I'm understanding what you're saying, the actual limb itself bent?
A Yes.
Q All right. Did you have that happen on any of the other 24 to 29 branches that you were cutting?
A No.
Q That was the first time that happened?
A Yes.
Q All right. And the -- at the point in time you described, and I don't want to go through in detail what you and Mr. Mast just went over, but you described how you were moving for that -- at the second attempt to get that fourth branch; and if I understood your testimony, simultaneously Mr. Gagnon is coming in with his right arm to grab the limb --
A Mr. Dulberg, yes.
Q -- and the saw and his arm converged simultaneously?
A Yes.
Q Okay. Had Mr. Dulberg gotten his hand

anywhere near the chain saw any closer than 12 to 18 inches anytime prior to that?

A No.

Q At any point in time did you perceive or fear that he was getting his arm too close or hand or whatever, any part of his body too close to the blade of the chain saw that you were operating?

A No. No.

Q Right up until the very end?

A No.

Q Did you ex- -- As you were cutting, having down 24 to 29 branches, because this happened you're estimating on the twenty-fifth or thirtieth branch, correct?

A Yeah, somewhere around there.

Q Limb. Did you expect him to be putting his arm in there to help with the flex?

A No, because none of them flexed previous to that. I didn't foresee it at all.

Q All right. And would you agree that prior to June 28, 2011, indeed right up until the point where Mr. -- where the saw came in contact with Mr. Dulberg's arm, you knew that a chain saw could cut somebody?



A Yes.

Q You didn't have to be told that --

A No.

Q -- by anybody else?

A Did not have to be told that.

Q And would you also agree that you knew that it would be important if you were using a chain saw to keep it clear of somebody else's arm and hands and body for that matter?

A Yes.

Q You didn't have to be told that by anybody?

A No.

Q And you talked about a certain position you took with the chain saw, you called it a lock --

A Locked elbow.

Q Locked elbow?

A Yeah.

Q Is that where one hand's on there -- there's like a bar that you can hold the chain saw with?

A Yes.

Q Then there's another part where there's a trigger?

A Yes.

Q You actually have to pull the trigger to get



the chain to move?

A Yes.

Q And which elbow are you talking about being locked, both of them?

A Right elbow locked into my ribs so that my strokes were short.

Q Okay. So that was some -- that was a technique that you were using to maintain control over that chain saw?

A Yes.

Q Is that something that you learned just in practice or something you heard before?

A No, I witnessed people doing it when they're in close quarters because sometimes you'll have to do that. You know, I have a friend who does tree trimming and I'd just seen it performed before.

Q Okay.

A It's also less fatiguing on the worker.

Q And it may be elementary but correct me if I'm wrong, you were -- as you were using the saw to cut those branches off the limbs, part of what you were doing is removing these limbs, correct?

A Yes.

Q The branches from the limbs?



A Yeah.

Q And part of what you're doing is trying to not hurt yourself --

A Correct.

Q -- in the process?

A Yeah.

Q Were you also endeavoring to not hurt Mr. Dulberg?

A Yes. I had no intentions of hurting anyone.

Q At any point in time prior -- right up until the point where the chain blade came into contact with Mr. Dulberg's arm, did you feel there was a -- did you feel compelled or was there anything causing you to feel compelled to tell him to keep his hands or arms out of the way?

A No, they were not in the way.

Q He was doing that all the way up until that point in time?

A Yes.

Q And if I heard you, you don't know all the injuries -- the extent of any injuries or complications Mr. Dulberg had as a result of that car accident that he had?

A Nerve damage is all I was aware of.

Q Okay. Whether he broke his neck or had any residuals with the elbow, rehab or surgeries, none of that you don't know?
A Yeah, I don't know.
MR. BARCH: All right. That's all I have.
MR. CALLAHAN: I just have one -- two quick questions that you may want to have some follow-up on if I can just go?
MR. MAST: Okay.
EXAMINATION
BY MR. CALLAHAN:
Q Mr. Gagnon, are you aware of any other work that Mr. Dulberg has done in addition to helping you tear off a roof after the date of the incident?
A He tends a garden which is his whole front yard this summer, the last summer. He did some -- He did some renovation and tear-out work for a -- kind of strange you asked that, but a homosexual that lives in Twin Lakes and he just freely gave up, he's like, Yeah, I met your friend Paul.
You know, he helped me tear out the dry wall in my basement and stuff and then I was like, oh, really? And I asked him if he would testify and he said, I don't want to get involved. So maybe he'd



want to get involved now, I don't know, but that was the one example; and then of course on my home, my roofing.
Q So he did some demolition work for some other people?
A Yeah.
Q And that was referred to in your statement that you gave Mr. Mast before this deposition?
A Yes.
MR. CALLAHAN: Okay. That's all I have.
MR. MAST: Yeah, I want to follow up on that.
FURTHER EXAMINATION
BY MR. MAST:
Q He tends a garden. Do you ever watch him tend the garden?
A I've seen him tend to his garden.
Q Since the accident?
A Physically walking in his garden and picking vegetables, yeah. I mean, as far as tilling and that, no, I have not seen him labor as far as tilling, although he did borrow my tiller to till it.
Did I see -- Did I see him? No.
Q Okay. Have you ever seen him till his garden?



A No.
Q The only thing you've seen him do since his accident as far as his garden is to pick vegetables?
A Yeah.
Q Okay. And that's just by when you drive by you see him doing that?
A He's -- He told me at those times when I was there, you know, look at all the produce I have.
Q He told you when? What are we talking about?
A When I was there.
Q After the accident?
A Yeah. On those -- On those occasions that I mentioned, he's got all his, you know, vegetables and stuff lined up at his house.
Q You're going too fast. On what occasions? These conversations we talked about at the beginning of this deposition weren't all at his house.
A No, the one where I was in the kitchen.
Q Right. That's the one time. You said --
A Such as -- Such as that, you know, and --
Q Wait. Wait.
A His brother doesn't tend the garden.
Q Hold on. Hold on. Stop. After the accident how many times have you been to his house?



A As I had said.
Q How many?
A As I had said.
Q What is as I had said? What answer -- How many is that?
A You've got it written down right there.
Q How many? I don't know what you're talking about. How many?
A I told you the one time in the kitchen.
Q Right.
A And there you go.
Q So one time?
A Yeah.
Q Okay. Just say one then; that's the answer. So the question is, how many times have you been to Paul's house since his accident? It's one time, right?
A Yeah.
Q Is that a yes?
A Yes.
Q Okay. So the times that you've seen anything that he's done with his garden, have you ever visited him to see what he does in the garden?
A No, I didn't witness him working in the

garden.
Q Okay. So what you're saying is the testimony you just gave about him tending the garden is what you have had that one conversation when you were at his house that one time after the accident, right?
A Yeah.
Q And that was a conversation you had with him and he said, Hey, look at what I do when I tend my garden?
A Yeah. I was figuring maybe the dog helped him, you know.
Q You know, I'm not trying to be funny. I'm just trying to get the facts, okay? Because what you say might -- you might not understand but it leaves a lot of inferences. I'm trying to finish -- find out exactly what you mean as far as so I don't have to infer what you mean, okay?
A Okay.
Q So I'm not trying to be funny about it. You were there at his house one time after the accident, right?
A Yes.
Q And that was the time four months after the accident?



A Yes.
Q Okay. And that's the information then that you got about him tending his garden, correct?
A Yes.
Q Okay. You've never seen him tend his garden since the accident, have you?
A Picking fruit, tending? Yeah. I mean, are you talking about tilling soil? Are you talking about walking in the garden in the sense --
Q Have you seen --
A What are you saying is tending?
Q All right.
A I don't understand.
Q Okay. I understand that.
A Okay.
Q How many times have you seen him in his garden since the accident?
A We'll say ten times driving by his house, going into the neighborhood that I used to live in, no conversations, not stopping by, not talking to him.
Q I got the answer, ten times.
A But I'd usually seen him in his garden.
Q During those ten times you've seen him in his garden since the accident, what things have you seen



him do?
A Harvesting vegetables.
Q Picking vegetables?
A Yes.
Q Okay. With his hands?
A Yes.
Q Putting them in some type of basket or something?
A Yes.
Q Okay. And you would see him just by passing by so it'd be a matter of a couple seconds you would see him, right?
A Yes.
Q For each of those ten times, right?
A Yes.
Q And those are ten separate dates?
A Yes.
Q Over a course of a summer?
A Over the course of since this occurrence.
Q Okay. So that would be two summers?
A So two summers, right.
Q Okay. Very good. Let's talk about that renovation work then. The renovation work that you're talking about isn't something you saw him do, it's



something that somebody else told you that he has done, right?
A Yes.
Q And who is the individual, what's his name?
A Mike Thomas.
Q Mike Thomas?
A Yeah.
Q He's the homosexual you were talking about?
A Yes.
Q And he lives in where?
A He lives in Twin Lakes.
Q Okay. Are you friends with him?
A No.
Q Okay. So you don't know personally what Paul did, if anything, at Mike Thomas's house, you just know what Mike Thomas told you, correct?
A Correct.
Q Okay. So whether he actually did renovation work, meaning Paul, you don't know; fair enough?
A His basement was renovated.
Q Whether Paul did the work or not, you don't know; fair enough?
A I was told that he did the work.
Q Right, and so now I'm asking do you know if

Paul did the work or just through what you were told?
A I was informed that Paul had done the work inadvertently without asking for me to be revealed that someone -- someone had told me that I know this person.
Q All right. Here, let me say it a different way.
A I know, you're trying to work it your way.
Q I'm not trying to work -- I'm just trying to get the basis of what you're saying and you didn't see him do the work, right?
A No, I didn't see him do the work.
Q So you don't know if he really did the work, do you, other than what somebody told you, correct?
A That's a fair assumption.
Q And Mike is the only person that told you he did the renovation work, right?
A That is correct.
Q And what part of the renovation work you don't know; fair enough?
A That's a fair assumption.
Q Okay.
MR. MAST: That's all I have. Thanks.



FURTHER EXAMINATION
BY MR. CALLAHAN:
Q I hate to do this but one more question. Have you seen Mr. -- In the time you've seen Mr. Dulberg after the accident, have you seen him working on his computer?
A I've seen him working on his computer, yes.
Q All right. And he seems to be able to use both hands on the computer?
A He's always on his computer, yeah.
Q Okay.
A That's what he does.
MR. CALLAHAN: That's all I have. Thank you.
MR. MAST: Now I've got to ask you that. All right.
FURTHER EXAMINATION
BY MR. MAST:
Q How many times have you been to Paul's house since the accident, just that one time?
A Yes.
Q Is that the only time you've seen him operate his computer after the accident?
A That was the time that I've seen him, yeah.
Q Okay. Fair enough.



MR. MAST: All right.
MR. CALLAHAN: Signature reserved.
(Witness excused.)



STATE OF ILLINOIS )
) SS.
COUNTY OF McHENRY)

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, )
Plaintiff, )
vs. ) No. 12 LA 178
DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE; and CAROLINE McGUIRE and BILL McGUIRE, Individually, )
Defendants. )

I, DAVID A. GAGNON, state that I have read the foregoing transcript of the testimony given by me at my deposition on February 4, 2013, and that said transcript constitutes a true and correct record of the testimony given by me at the said deposition except as I have so indicated on the errata sheets provided herein.

_____
DAVID A. GAGNON

No corrections (Please initial)_____
Number of errata sheets submitted_____(pgs.)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2019.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

I, Margaret Maggie Orton, Certified Shorthand Reporter and Registered Professional Reporter, do hereby certify that on February 4, 2013, the deposition of the witness, DAVID A. GAGNON, called by the Plaintiff, was taken before me, reported stenographically, and was thereafter reduced to typewriting under my direction.

The said deposition was taken at the offices of Thomas J. Popovich, 3421 West Elm Street, McHenry, Illinois; and there were present counsel as previously set forth.

The said witness, DAVID A. GAGNON, was first duly sworn to tell the truth, the whole truth, and nothing but the truth, and was then examined upon oral interrogatories.

I further certify that the foregoing is a true, accurate, and complete record of the questions asked of and answers made by the said witness, DAVID A. GAGNON, at the time and place hereinabove referred to.



The signature of the witness, DAVID A. GAGNON, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature on this 9th day of December, 2019.

_____
MARGARET MAGGIE ORTON, CSR, RPR

CSR No. 084-004046

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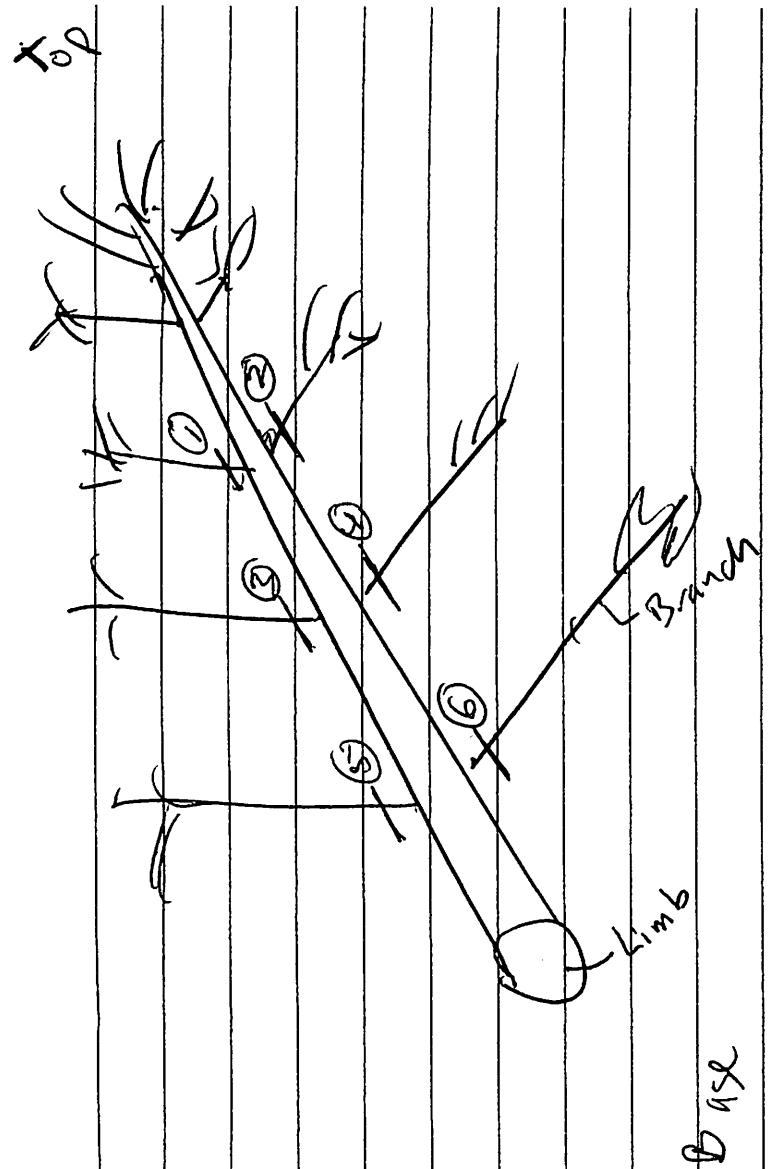



EXHIBIT
Cayman 1
MMD
PENGAD 800-631-6989

# MEMORANDUM

TO: File

FROM: Hans

DATE: April 13, 2012

SUBJECT: **PAUL DULBERG - RECORDED PHONE STATEMENT FROM DEFENDANT, DAVID GAGNON**

**Recorded statement saved under "Dulberg file - starts 9:16 to 6:03.**

I was turning _____ so that the back was going to cut and an easier go at it. Therefore, the branches that came down, I guess I can say "we" without saying "me" opted to stand the branches up and proceeded to cut. We done this many times, basically scalding off the small branches to make in size of 2 or 3 inch diameter pine needles left, nothing of real value to something to clean up. So, in doing so we had cut probably, I don't know, have a cord of little tiny pieces and had some left and we got to one where I didn't change position, and just so you it was the way that I was operating the saw and it cheeked, in other words, I wasn't free wheeling it out in front of me, always in position and we got to a branch that maybe we shouldn't have tried to cut, it was a little flimsy, so when I hit the crotch it flexed. At that time, yes I was handling the saw, but Paul at the same time and just because we know each other so well, I assumed it would be ok to support it. In doing so, I was already into the cut and the crotch just _____ and I just nicked his arm. So I am wondering at this point, I was there in the operating room I looked into his flesh I was there weeping with him not accepting negligence or responsibility in full but certainly feeling my friend's pain, calling my mother of course she is concerned, she provided for all of the information and such for his medical bills and whatever to be paid and paid for his medication that day for pain and actually gave him some money for, you know, doing the work. I think _____ and he worked and he probably had intentions of getting something and actually I am wondering what is the premise that he is suing on and to what extent if you can answer those questions for me because I have known Paul for a long time, ok, I am going to tell you something else, he helped me roof my roof this summer, he did renovation work for a guy over here in Twins Lakes and ironically we talked and you know and I'm like yeah I know that guy, his name is Mike Thomas and, I mean, what is the premise that is he suing on?

Hans - I would be happy to tell ya, I mean, I don't know if you know this, our lines are recorded, but I don't have to keep it if you don't want me to.

No, I don't care, everything I am saying is the truth and that's the way that I operate and I'm glad that it is recorded and that we are both verified and so continue.

Hans - I don't expect you to tell me anything but the truth anyway, so as long as that is a good deal then fine.

What he said, you know, is that, we can make a lot of money in this, and I said we? I said Paul, I'm still thinking about your arm and getting home and getting your meds and he say ah, we'll talk about it later. So, once again, per law I understand that he is entitled to something but there should be



need why it should be hyped, pumped, exaggerated it and what I just told you was the truth, ok, as far as his injury my face was right in there. I mean he was all... and got pain medication and their____ filing away at his flesh, but when it came down to it, I'm not a doctor, but I can tell ya the facia is a white membrane underneath your, separates your muscle from your fatty tissue of your epidermis, that is how deep it went. Now, we are not to judge or to say how bad it is, but as far as I'm concerned and anyone there, he had 7 stitches I think, 2 inside and then 6 outside, it was a deep superficial gouge and cutting the nerves, tendons, muscle.

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT**
**McHENRY COUNTY, ILLINOIS**

| | |
|---|---|
| PAUL DULBERG,<br><br>Plaintiff(s),<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually,<br><br>Defendant(s). | CASE NO. 12LA000178 |

## ANSWERS TO CO-DEFENDANT INTERROGATORIES

The Defendant, DAVID GAGNON, in response to the Interrogatories propounded states as follows:

1. State the full name, present residence address and birth date of the person answering these Interrogatories.

**ANSWER: David A. Gagnon, 39010 90th Place, Genoa City Wisconsin 53128**
**DOB: 4/3/1697**

2. State your marital status on the date of the occurrence in question and, if married, your spouse's name and age on said date.

**ANSWER: Married; Pamela Gagnon, 39010 90th Place, Genoa City Wisconsin 53128.**

3. State the full name and present or last known address (indicating which) of each person who:

(a) Witnessed or claims to have witnessed the occurrence in question.
(b) Was present or claims to have been present at the scene immediately before said occurrence.
(c) Was present or claims to have been present immediately after said occurrence.
(d) Otherwise has or claims to have any knowledge of the facts or possible causes of the occurrence to include any damages or injuries alleged to have resulted from said occurrence.

**ANSWER: David A. Gagnon, 39010 90th Place, Genoa City Wisconsin 53128; Paul Dulberg, 4606 Hayden Ct, McHenry Illinois 60050; Carolyn McGuire, 1016 W. Elder**

EXHIBIT
gagnon 3
PENGAD 800-631-6989

**Avenue, McHenry Illinois 60051; William McGuire, 1016 W. Elder Avenue, McHenry Illinois 60051.**

4. State specifically and with certainty the personal injuries and property damage, if any, sustained by PAUL DULBERG as a result of said occurrence.

**ANSWER: Defendant has no knowledge regarding the plaintiff's personal injuries and/or property damage claims.**

7. State whether PAUL DULBERG was hospitalized or had suffered any illness or personal injury prior to or subsequent to the date of said occurrence, and if so, state the nature and date of each such hospitalization, illness or personal injury.

**ANSWER: I do not know.**

8. State whether PAUL DULBERG suffered any permanent scarring as a result of the accident alleged in the complaint. If so, state the location of such scar, the width and length of such scar or scars. (Pursuant to Supreme Court Rule 214, please attach any photos of any such scar to your answers hereto.)

**ANSWER: I do not know.**

9. State whether prior to the accident alleged in the complaint PAUL DULBERG suffered any physical disability or impairment of any kind whatsoever. If so, state the nature of such physical disability or impairment and how PAUL DULBERG came to have such physical disability or impairment.

**ANSWER: I do not know.**

10. State the location of the alleged occurrence, pinpointing such location in feet, inches and direction from fixed objects or boundaries at the scene of the occurrence.

**ANSWER:** The accident occurred in ~~front~~ BACK of my parent's home at 1016 W. Elder Avenue, McHenry Illinois 60051.

11. State with particularity the nature of the alleged defect, object substance or condition which caused the alleged occurrence giving the exact dimensions and physical description of such including the size, shape, color, height, length and depth of such defect or object.

**ANSWER: Chainsaw, EFCO, Model # MT3500, 2.38 Cubic Inch, 16" blade.**

12. State with particularity what PAUL DULBERG was doing at the time of the accident alleged in the complaint.

**ANSWER: He was helping me trim a tree by holding a branch.**

13. State with particularity what DAVID GAGNON was doing at the time of the accident alleged in the complaint.

**ANSWER: I was cutting through a branch with the chainsaw.**

14. State with particularity the address for David Gagnon on June 28, 2011.

**ANSWER: 39010 90th Place, Genoa City Wisconsin 53128.**

15. State with particularity all the reasons why PAUL DULBERG was present on the premises known commonly as 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois on the date of the alleged occurrence.

**ANSWER: I asked him to help me trim the tree at my parents' home.**

16. State with particularity all the reasons why DAVID GAGNON was present on the premises known commonly as 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois on the date of the alleged occurrence.

**ANSWER: I was trimming a tree for my parents.**

17. State with particularity your basis for alleging that David Gagnon was working under the supervision and control of Defendants Bill McGuire and Carolyn McGuire at the time of the occurrence, as asserted in your answer to Plaintiff's Complaint.

**ANSWER: N/A**

18. State with particularity your basis for alleging that Defendants Bill McGuire and Carolyn McGuire instructed and/or advised David Gagnon in the use of a chain saw on or before the date of the occurrence, as asserted in your answer to Plaintiff's Complaint.

**ANSWER: N/A**

19. State with particularity your basis for alleging that David Gagnon was under the supervision and control of Defendants Bill McGuire and Carolyn McGuire and working as their apparent and actual agent on the date of and at the time of the occurrence, as asserted in your answer to Plaintiff's Complaint.

**ANSWER: N/A**

20. State with particularity any and all defects associated with the chain saw you believe or claim was involved in the occurrence alleged in Plaintiff's Complaint.

**ANSWER: None.**

21. State whether any photographs or videos were taken of the scene of the occurrence or of the persons, objects or premises involved, and if so, state the number of photographs or videos taken, their subject matter and who now has custody of them.

**ANSWER: No.**

22. Pursuant to Supreme Court Rule 213(f), furnish the identity and addresses of witnesses who will testify at trial and the following information:

(a) For each lay witness, identify the subjects on which the witness will testify.

(b) For each independent expert witness, identify the subjects on which the witness will testify and the opinions the party expects to elicit.

(c) For each controlled expert witness, identify:

(i) the subject matter on which the witness will testify;

(ii) the conclusions and opinions of the witness and the bases therefor;

(iii) the qualifications of the witness; and

(iv) any reports prepared by the witness about .the case.

**ANSWER: David A. Gagnon, 39010 90th Place, Genoa City Wisconsin 53128**— This witness is expected to testify to any dangerous or defective condition that he saw and/or was aware of; his insurance policy and coverage; maintenance, repair and inspection of the chainsaw; as to any dangerous or defective area on the premises. This witness is also expected to testify regarding his observations of the plaintiff before, during and after the alleged occurrence; his understanding as to the facts of the accident; his observations of the scene and he is expected to testify as to any conversations which took place between the parties and witnesses. This witness is also expected to testify consistent with any testimony he may have given and/or may give at a discovery deposition.

**Paul Dulberg, 4606 Hayden Ct, McHenry Illinois 60050**—This witness is expected to testify to any dangerous or defective condition that he saw and/or was aware of; his relationship to the tenants of the building; his observations prior, during and after his alleged injury; the nature of his injury, medical bills, medical records and recovery; his understanding of his injury and recovery. This witness is also expected to testify to his understanding as to the facts of the accident; his observations of the scene and he is expected to testify as to any conversations which took place between the parties and witnesses. This witness is also expected to testify consistent with any testimony he may have given and/or may give at a discovery deposition.

**Carolyn McGuire, 1016 W. Elder Avenue, McHenry Illinois 60051; William McGuire, 1016 W. Elder Avenue, McHenry Illinois 60051**— These witnesses are expected to testify as to their ownership of the property in question; their insurance policy and coverage; their knowledge of the area, chainsaw and tree; maintenance, repair and inspection of the chainsaw; as to any violations the premises; as to any dangerous or defective area on the premises. These witnesses are also expected to testify regarding their observations of the plaintiff before, during and after the alleged occurrence; their understanding as to the facts of the accident; their observations of the scene and they are expected to testify as to any conversations which took place between the parties and witnesses. These witnesses are also expected to testify consistent with any testimony they may have given and/or may give at a discovery deposition.

Under penalties as provided by law pursuant to 735 ILCS 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.

David A. Gagnon

DAVID GAGNON

I HEREBY CERTIFY that on 1/31/13, a true and correct copy of the foregoing Answers to Interrogatories were filed with the Clerk of the Circuit Court of McHenry County and a copy of same was also mailed to:

Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.
3416 W Elm St
McHenry IL 60050

Attorney for Plaintiff(s) Paul Dulberg

Cicero, France, Barch & Alexander PC
6323 East Riverside Blvd
Rockford, IL 61114

Attorney for Co-Defendants, Caroline and Bill McGuire

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January 31, 2013

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd
Rockford, IL 61114

Re: Dulberg vs. Gagnon, et al.
Court Number: 12LA000178
Date of Loss: June 28, 2011
Our File Number: 0245281968.1 SKO

Dear Counsel:

In response to your Notice to Produce, dated 10/1/2012, please be advised that we have none of the material requested except the following:

1. None other than those received via Compex subpoena; parties had notice of said subpoena.
2. Please see response to request number 1 above.
3. None.
4. None.
5. Please see response to request number 1 above.
6. None.
7. None.
8. None.
9. None.

I, Perry A. Accardo, regarding my letter to Ronald A. Barch, Attorney(s) at Law, dated January 31, 2013, state that it is complete and in compliance with Supreme Court Rule 214 in disclosing discovery material in my possession requested by the Production Notice propounded on 10/1/2012, by Ronald A.Barch.

Sincerely,

Perry A. Accardo

PAA

cc: Hans A. Mast
Law Offices of Thomas J. Popovich, P.C.*
3416 W Elm St
McHenry, IL 60050

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG, | ) | |
| | ) | No. 12 LA 178 |
| Plaintiff, | ) | |
| | ) | DISCOVERY |
| vs. | ) | DEPOSITION OF |
| | ) | PAUL R. DULBERG |
| DAVID GAGNON, Individually, | ) | |
| and as Agent of CAROLINE | ) | 1-24-13 |
| McGUIRE and BILL McGUIRE, | ) | |
| and CAROLINE McGUIRE and | ) | |
| BILL McGUIRE, Individually, | ) | |
| | ) | |
| Defendants. | ) | |

Discovery deposition of PAUL R. DULBERG, taken on behalf of the defendants, Caroline McGuire and Bill McGuire, in the above-entitled action in the offices of Attorney Thomas J. Popovich, 3416 West Elm Street, in the City of McHenry, Illinois, on the 24th day of January, 2013, commencing at 12:17 p.m., as reported and transcribed by Angela D. Oldenburg, Certified Shorthand Reporter in and for the State of Illinois.

APPEARANCES:

ATTORNEY THERESA M. FREEMAN
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, Illinois
Appeared on behalf of the plaintiff.

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Rockford, Illinois
Appeared on behalf of the defendants, Caroline McGuire and Bill McGuire.

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Appeared on behalf of the defendant, David Gagnon.

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PAUL R. DULBERG,
being first duly sworn, was examined and testified as follows:
EXAMINATION BY MR. ACCARDO:
Q. Sir, would you please state and spell your name for the record?
A. Paul Dulberg, D-u-l-b-e-r-g.
MR. ACCARDO: Let the record reflect this is the discovery deposition of Paul Dulberg taken pursuant to notice and continued from time to time, taken in accordance with the Rules of Civil Procedure of McHenry County and the Rules of the Supreme Court of the State of Illinois and any other applicable local court rules.
Good afternoon, Mr. Dulberg. My name is Perry Accardo. I'm going to be asking you some questions today.
MR. BARCH: Is this your notice?
MR. ACCARDO: Did you issue the notice? I thought I did. If you want to do it, that's fine.
MR. BARCH: Well, I mean, if you issued one --

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MR. ACCARDO: (Interrupting) I'm not sure whose notice it is.
MR. BARCH: I thought it was mine.
MR. ACCARDO: I'm sorry, I assumed it was mine, but if you want to do it.
MR. BARCH: I mean, sooner or later we both need to ask the questions.
MR. ACCARDO: If you want to do it, that's fine.
MR. BARCH: Let's go forward.
MR. ACCARDO: All right.
MR. BARCH: We'll pick up where Mr. Accardo left off. We're taking this deposition pursuant to an agreement of the parties, a notice and in accordance with the Illinois Code of Civil Procedure.
We're going to do what is a called discovery deposition. I'm sure your attorney talked to you about it. It's a fancy word for a question-and-answer session. Hopefully we will ask questions that you hear and understand. And then if you do hear and understand the question, it's our expectation you answer truthfully. All right?

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THE WITNESS: Yes.
MR. BARCH: Couple of things to keep in mind as we go along. There is a lady over there to your left taking everything down that we're saying, so it will be important when we do have a conversation that we use words. Here in Midwest we use a lot of uh-huhs, uh-uhs and shoulder shrugs. During conversation it's easier to interpret face to face, but it doesn't translate well to a record. Okay?
THE WITNESS: (Indicates affirmatively.)
MR. BARCH: So if you happen to do that, one of us in the room may ask you to clarify what you mean. All right?
THE WITNESS: Okay.
MR. BARCH: And the other thing to do is some of the questions that come out may be easy to interpret or anticipate, and witnesses, for whatever reason, have a tendency to want to get the answers out and may start talking over the question. You may not do that, but if you happen to start talking or giving an answer before the whole

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question is out, I may ask you to stop, okay, so I can get the whole question out and then we'll give you a chance to get your whole answer out. All right?
THE WITNESS: (Indicates affirmatively.)
MR. BARCH: The same is true of me. If I start a question before you finish your answer, please tell me. I want to give you a chance to get your whole answer out. Fair enough?
THE WITNESS: Yes.
MR. BARCH: You might hear the word objection at some point. That would come from one of the attorneys not asking you questions. If you hear the word objection, you should stop your answer or don't even begin one and then look to your attorney for direction as to how to proceed. Okay?
THE WITNESS: Yes.
MR. BARCH: This is not an endurance test. If you need to use the restroom, get a drink of coffee, whatever you need to do, just let us know. Okay?
THE WITNESS: Yes.

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EXAMINATION BY MR. BARCH:
Q. Could you please state your full name for the record?
A. Paul Dulberg.
Q. Middle name?
A. Raymond.
Q. Where do you reside?
A. 4606 Hayden Court.
Q. Did you say Hayden?
A. Hayden.
Q. How do you spell it?
A. H-a-y-d-e-n.
Q. And that's in McHenry?
A. Yes.
Q. The incident we're here to talk about did not take place on your property; is that true?
A. True.
Q. Where is 4606 Hayden Court in relation to 1016 West Elder?
A. They are in the same neighborhood.
Q. Are they adjacent properties?
A. No.
Q. Are we talking like houses away? Blocks away? Miles?

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A. Less than a minute and a half by car.
Q. Can you see the 1016 West Elder property from your property?
A. No.
Q. Okay. And what is your date of birth?
A. 3-19-70.
Q. And the incident that we're here to talk about, do you recall it happening on June 28, 2011?
A. I believe that's the date.
Q. How old were you then?
A. 41.
Q. Are you married, sir?
A. No.
Q. Have you ever been married?
A. No.
Q. Back in June of 2011 did anybody reside with you at the Hayden Court property?
A. Yes.
Q. Who?
A. My mother and a friend, Mike McArtor.
Q. Mom's name?
A. Barbara Dulberg.
Q. And the friend that was living there?
A. Mike McArtor.

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Q. How do you spell McArtor?
A. M-c-A-r-t-o-r.
Q. Does Mike still reside with you and your mom?
A. Yes.
Q. Tell me a little bit about your educational background. Did you finish high school?
A. Yes.
Q. Where?
A. Johnsburg.
Q. When did you finish?
A. 1988.
Q. Did you move on to college?
A. Some college.
Q. Tell me a little bit about that.
A. I took a few years. I never finished.
Q. Where did you enroll?
A. MacMurray College.
Q. Was that a community college or a four-year?
A. Private college down in Springfield, Illinois.
Q. You say you took a few years. Could you be more specific if you can? One? Two? Three?
A. Two.
Q. Did you acquire an associate's degree?
A. No.

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Q. What was your major?
A. I believe it was political science.
Q. And any particular reason you left?
A. I had to go home.
Q. What was the reason you had to go home? To care for your mom?
A. Family.
Q. What was that?
A. It was family.
Q. And you never went back?
A. No.
Q. Was that immediately after high school?
A. No.
Q. When was it in relation to high school?
A. It was about three years after high school.
Q. So early '90s?
A. Yes. You made me think about that.
Q. Besides the course work that you participated in at MacMurray College, have you had any other college courses at any other school local?
A. I remember once I took a course over here at MCC.
Q. What course was that?
A. I believe it was college algebra.
Q. Was it before or after MacMurray?

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A. Before.
Q. Since leaving MacMurray have you taken any additional college level course work?
A. No.
Q. Have you had any vocational training of any kind?
A. Yes.
Q. What is the nature of that?
A. Heidelberg Academy.
Q. What is that Heidelberg Academy?
A. It's to learn how to run printing presses.
Q. Where is Heidelberg Academy located?
A. When I took it, it was in -- I don't know. It was down in the city, a suburb.
Q. Suburbs of Chicago?
A. Yes.
Q. Tell me about that course. Is that just -- is that pretty short? Long? Is it intensive? What is it?
A. It's intensive, but it's short.
Q. When you say short, is it a day? A month? A year?
A. However long you want to pay to go until you're comfortable running.
Q. How long did you go?

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A. Two weeks. It was more of a certificate for me.
Q. Did you take the vocational training in operating printing presses for a particular employer?
A. Yes.
Q. Who was that?
A. Intermatic, Incorporated.
Q. Okay. And did you say you received a certificate of some sort?
A. Yes.
Q. How would you describe the certificate that you received?
A. I'm trying to picture it in my head. It's a form that says that I completed the work. I haven't looked at it in years.
Q. The training for a particular printing press?
A. Yes.
Q. And what was the name of the printing press?
A. It was an SM 74.
Q. All right. Besides the training certificate for the SM 74 have you had any additional vocational training of any sort?
A. Yes.
Q. And why don't you tell me about that.
A. I had several courses in graphic design.

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Q. Rocket design?
A. Graphic design.
Q. Okay. Where did you take those?
A. Various locations throughout the suburbs.
Q. Are we talking like one-week seminar-type programs, or is this a --
A. (Interrupting) Some were seminars. Some were personal where a company hired a teacher to come in and teach us the new aspects of the program.
Q. If I'm hearing what you're saying, you were trained on how to operate graphic design software?
A. Yes.
Q. Was that for a specific employer of any kind?
A. Intermatic, Incorporated.
Q. So the graphic design software training and also the printing program. What else? Anything else that brings to mind?
A. That's it.
Q. When did you have the -- I guess strike that question. When were you employed at Intermatic?
A. I believe it was 1998 through 2008, 2009, somewhere in there. I don't remember the exact.
Q. Are you employed today?

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A. No.
Q. When was the last time you were employed, starting from today and working backwards?
A. May of 2011.
Q. So if I'm hearing what you just said, you have not had a job since this incident on June 28, 2011?
A. Correct.
Q. And where were you working? What was the job you had that ended in May of 2011?
A. It was for Juskie Printing.
Q. Juskie Printing?
A. Yes.
Q. How do you spell that?
A. J-u-s-k-i-e Printing.
Q. And that ended in May of 2011?
A. Yes.
Q. When did you start at Juskie?
A. Years earlier.
Q. Was it a transition directly from Intermatic to Juskie?
A. Not directly, no.
Q. So it would have been sometime after 2008 and 2009 when you started at Juskie?

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A. Yes.
Q. Was there any other employer in between those two companies?
A. I had my -- I did a side business.
Q. Tell me about the side business.
A. Its name was Sharp Printing, Incorporated.
Q. Sharp?
A. Printing, Incorporated, or Inc.
Q. Okay. When were you running Sharp Printing?
A. Yes. I started that in 1999, and I ended it the year this happened.
Q. So you ended it in 2011?
A. Yes.
Q. Did you end it before or after the incident on June 28, 2011?
A. I ended it just before.
Q. So I take it then you're not blaming the demise or the dissolution of the Sharp Printing, Inc. company on this occurrence?
A. Correct.
Q. Okay. And then was there a period of time where the Sharp Printing, Inc. business overlapped with your work at Juskie Printing?
A. Yes.

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Q. And as you sit here today can you get any closer in terms of your period of employment at Juskie other than sometime after 2008 or '9 and then May of 2011?
A. I had -- it was a 1099, and I had done work for Mark prior to me leaving Intermatic and after. It was an ongoing-type thing.
Q. Okay. So you weren't actually employed then by Juskie? You're not on their payroll, I take it?
A. I was 1099. So, no, I guess not.
Q. When you say 1099, are you saying that you were an independent contractor?
A. Yes.
Q. So you would do work for them, and they would pay you, and you would report the income based upon the gross payment?
A. Correct.
Q. And did you record that income then and report it through Sharp Printing?
A. No. That was a self-employment.
Q. Okay. The position you had at Intermatic, was that the 1099 position, or were you actually employed?
A. It was 1099. After I left Intermatic.

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Q. So prior to 1998 to 2008/2009, whenever you actually left, you were an employee?
A. Yes.
Q. And after that you still did work for them on an independent contract basis?
A. Yes.
Q. Okay. Now, the work that you did at Intermatic, what was the nature of your business, your work?
A. When I was running the printing presses or when I was doing the graphic design?
Q. Whatever you want to tell me about first.
A. When I was running the printing presses, it's exactly what it is. I ran a printing press.
Q. How long over that period of 1998 to roughly 2008/2009 were you running the printing press?
A. Until I think it was 2003 or 2004.
Q. And did you stop working the printing press position to take on some other role?
A. I was a -- yes, in the office.
Q. And what was that role you took on?
A. Graphic designer.
Q. And that could encompass a lot of things for a layperson. When you say you were a graphics designer for Intermatic, what kind of work were

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you doing for them?
A. I did catalog design, package design, collateral, signage, brochures. Everything from business -- everything their company needed.
Q. For Intermatic?
A. Yes.
Q. So you were in-house -- you were doing in-house graphics design work for Intermatic?
A. Correct.
Q. You weren't in commercial graphic design or anything where your sole business was to do that for other companies?
A. No.
Q. And did you take -- did you hold -- did you have a name for that position?
A. Graphic designer.
Q. Did you hold that position then with Intermatic until you left?
A. Yes.
Q. And the graphic design work that you did, was it all computer-assisted?
A. It was all computer graphics.
Q. Is it all mouse entry, or is it keyboard entry --
A. (Interrupting) Mouse and keyboard, yes.

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Q. -- or a combination? And is that the software training that you would get from time to time --
A. (Interrupting) Yes.
Q. -- that you mentioned earlier?
A. Yes.
Q. If there was a new program that came on or new version of the program, you would go get trained on it?
A. Yes.
Q. I don't want to oversimplify this, but is that what you're talking about?
A. Yes.
Q. And then there was a period of time where you were doing 1099 work for Intermatic and also for Juskie Printing?
A. Yes.
Q. Doing the same type of stuff?
A. Yes.
Q. When you worked at Juskie, was that also work for Juskie itself, or was it for customers of Juskie?
A. Juskie is a print broker, so it was for its customers. I worked for him, but . . .
Q. All right. And since June 28 of 2011 I take it you have not done any graphic design work

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whatsoever?
A. I have tried.
Q. When you say you have tried, what did you try?
A. I tried using a keyboard and a mouse.
Q. And when in relation to June 28, 2011 did you attempt to use a keyboard or mouse to do graphics design work?
A. I would say probably two or three months after that incident.
Q. Was that for Juskie?
A. No.
Q. Who did you try and do work for?
A. I'm trying to remember his name. New person. Mike Thomas.
Q. What kind of business does Mike Thomas have?
A. I can't recall the name of the business right now but I can tell you the type of business. He did scratch-off game pieces.
Q. For like a lottery company or something?
A. Yes. But it wasn't lottery. It was where companies wanted to give away a TV to their employees, and they'd give them all scratch cards and see who won, stuff like that. Promotions.
Q. When you say you tried to do some work for Mike

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Thomas, what did you attempt to do?
A. I tried to do the graphic design for the scratch cards.
Q. Okay. And if you could elaborate on that more, are you actually coming up with a concept or a picture that is going to be printed on the card?
A. Yes.
Q. And were you given parameters as to what they wanted it to look like, and you were trying to draw it, replicate it?
A. I would get the parameters, what size they wanted me to do it, and it was my job to come up with the concept and the design. They had input on what they thought they wanted it to be.
Q. And, again, I'm not trying to oversimplify what you were doing, but I get the impression as a layperson you're trying to come up with a picture that would be on the computer screen that would then be a concept you could flow past the customer to see if it would work for the scratch game?
A. Correct.
Q. And that's the program you used to do that which requires a series of key entries and mouse

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clicks?
A. Key entry and mouse, yes.
Q. What was it about -- two or three months after this incident what was it that you were unable to do?
A. Type. I could finger peck. I couldn't type anymore. Grabbing a mouse isn't exactly working either.
Q. Okay. And so you were only able to finger peck after this? That was one impairment or impediment to the job, correct?
A. Yes.
Q. And then you said something about the mouse. What is it about the mouse that is the problem?
A. Grabbing it.
Q. All right. So you tried that two to three months after the incident, correct?
A. (Indicates affirmatively.)
Q. What is it exactly -- which hand are you complaining about, by the way?
A. My right hand.
Q. Right hand. And what is it about the right hand that impedes your ability to type with it?
A. It doesn't work right. It hurts.

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Q. And you're saying it doesn't work right and it hurts. Is that the same problem that affects your ability to use a mouse?
A. Yes.
Q. Is your left hand problematic in any way?
A. It is, yes.
Q. What is wrong with your left hand?
A. They call it tennis elbow or something.
Q. Okay. What have you been told this tennis elbow is?
A. He said it's something about a tear in the muscle or ligament or something.
Q. And which part of your arm?
A. Elbow.
Q. And are you connecting that to the events of June 28, 2011?
A. They said that it is the natural -- what is the word he used -- the doctor used? He said it's perfectly natural that because of having to use my left arm for everything, that it's overused.
Q. When did you begin having problems with your left arm?
A. About two months ago. It got real acute about two months ago. I was having little issues

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building up to it, but then it got real acute.
Q. When you say "acute," it became real problematic?
A. Strong, yes.
Q. What kind of symptoms did you get with the left hand two months ago? What flared up exactly?
A. That side of my elbow (indicating), the outside (indicating).
Q. Just for the record, you held your left arm across your body and pointed to the outside part of your elbow?
A. Yes.
Q. Is that a fair description?
A. Yes.
Q. And was it painful?
A. Yes.
Q. Do you still have the range of motion? It's just painful?
A. It's the range of motion that hurts when you extend it out or pull it all the way in like you're going to eat.
Q. So it's painful as you're going through range of motion?
A. The center range is fine. It's the extensor all the way out and all the way in.

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Q. When you try to extend your arm straight out, it hurts?
A. Yes.
Q. And when you try and pull it in as far as it will go, it hurts?
A. Yes. In between it's pretty good.
Q. You have seen some doctors concerning your left elbow?
A. Yes.
Q. Who have you seen on the left elbow?
A. Dr. Sagerman.
Q. Where is Dr. Sagerman located?
A. He has two offices; one in Vernon Hills and the other in -- it's down near Northwest Community. I don't know the name of the town.
Q. What is Dr. Sagerman's first name?
A. Scott.
Q. And have you seen anybody else for the left elbow tennis elbow problem you have just explained to us?
A. No.
Q. What kind of treatment have you had on the left elbow?
A. I just started physical therapy.

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Q. All right. You have seen a doctor concerning the left elbow then. Have you ever heard the doctor use the word extension?
A. He uses words I don't understand all the time.
Q. Flexion? Have you ever heard the word flexion?
A. He may have.
Q. But that doesn't register for you, though, what those mean?
A. No. I showed him where it was. He knew right away. He just -- that's . . .
Q. So far you have talked about --
A. (Interrupting) He ran a couple of tests. He said, "This is what you have."
MS. FREEMAN: Wait for the question.
Q. You talked about you extending your arm and pulling it back toward you. That hurts at the extreme ends, correct?
A. Yes.
Q. What about turning the wrist palm up and palm down? Does that hurt in the elbow area?
A. In the extended, yes.
Q. And which position makes the elbow hurt? Is it palm up or palm down or both?
A. Palm down, fingers up.

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Q. Have you heard the phrase supination, pronation?
A. Those words I don't know.
Q. Okay. So other than with your arm straight out at full extension and palm down, that is when you describe it hurts, correct?
A. Fingers up (indicating).
Q. So you have to -- you're closing your hand?
A. Fingers up (indicating).
Q. So the wrist is pointed up as well?
A. Yes.
Q. All right. So you have got your arm out at full extension and your wrist tilted with your fingers reaching upward?
A. That hurts.
Q. That hurts?
A. Yes.
Q. And can you think of any other part of the range of motion of the elbow or I guess in combination with the hand that causes pain?
A. There are so many things that happen that I do that sets it off. Just from putting on your jacket to all sorts of -- I mean, grab a coffee cup and bend the wrist the wrong way when you turn it. I can't explain.

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Q. Okay. What are you wearing on your left wrist today?
A. They gave me a splint to wear.
Q. And is it something that it's hard plastic where you can't move your wrist, or is it a band of some sort?
A. It's got a metal plate in here. I think it's metal -- metal, plastic.
Q. The metal or plastic plate goes from the palm to the wrist?
A. Yes. It holds the wrist up at an angle.
Q. Does it prevent you from putting your wrist down?
A. Down or up.
Q. Or up. Has anybody talked to you about carpal tunnel syndrome?
A. They said that it's -- that this is like that. The tendons are torn or something. I don't know.
Q. Okay. And how soon after June 28, 2011 was it before you started noticing symptoms with your left arm? Because this is the first notice -- I haven't seen it in any of the records I have received.
A. It started bothering me this past fall, and I didn't really -- I didn't even think about it

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until -- I mean, it bothered me, but I said something to Dr. Sagerman two visits ago and/or -- sorry -- yes, I think it was two visits ago, and he ran me through range of motion tests and did some stuff, and he said this is perfectly natural. It can be treated. This is what, you know, it is.
Q. When you say last fall, we're talking about the fall of 2012?
A. Yes.
Q. Other than the physical therapy, have you had any injections in the elbow?
A. No.
Q. On the right arm you went and had an EMG study where they check the nerves that go through your arm?
A. Yes, they did some tests.
Q. Did they do the EMG test on the left arm as well?
A. No.
Q. What test do you recall them doing on the left arm other than just taking it through range of motion and touching it and doing things of that nature?
A. That was it. It's new, so we're going to hope

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physical therapy does it, you know.
Q. And so based upon what he saw, this Dr. Sagerman then, so far he's put you on physical therapy?
A. Yes.
Q. Are you on any medications for the left elbow --
A. (Interrupting) No.
MS. FREEMAN: Paul, I just want to remind you to wait until he gets his question out, okay, and then just listen to the question. Okay?
Q. So that is where we're at now with respect to the left elbow? It's been diagnosed as tennis elbow, as far as you recall, and is being treated with physical therapy?
A. Yes.
Q. And has the doctor given you a prognosis in terms of when that may go away, if at all?
A. He said it takes time.
Q. That is all you can tell me right now is it takes time?
A. I think he is hoping to see the -- I can't say what he's hoping to see. I don't know.
Q. Okay. I want to go back to the attempts two to three months after the event when you tried to do

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some graphics design work. The left elbow wasn't a problem at that time --
A. (Interrupting) No.
Q. -- correct? So it was the right arm that would have been a problem?
A. Yes.
Q. And what was it about the right arm that you were unable to do the graphics design work?
A. What was it?
Q. Yes.
A. I think it was the fact that a chain saw went through the muscle group.
Q. Well, I'm not trying to be a smart aleck. I'm asking symptomwise what was it about your right arm that prevented you from doing graphics design work two to three months after the event?
A. It hurt.
Q. What part of your arm hurt, starting with your fingertip up to your shoulder?
A. These two fingers (indicating) through to the elbow.
Q. All right. For the record, you have pointed to -- we call it the pinky finger?
A. Yes.

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Q. And then what some people may refer to as a ring finger?
A. Yes.
Q. And the middle finger, index or the pointer, and the thumb were not painful?
A. The thumb hurts when I pull it in.
Q. Is this how it was back two to three months after the event? That is the period we're talking about now.
A. It was on fire back then.
Q. The pinky, the ring finger and the thumb?
A. Yes.
Q. Painful and on fire?
A. Yes.
Q. All right. Now, you also said that the pain went up your arm to your elbow?
A. Yes.
Q. And which part of your arm? Like the underside? The top? Which part?
A. Next to the bone on this side (indicating).
Q. Okay. So no question it was painful in those fingers, the two fingers you described, and the thumb, and also running down the forearm -- the underside of the forearm to the elbow?

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A. Yes.
Q. That was painful, correct?
A. Yes.
Q. And you say it was on fire. Is that the way you described the pain, or was there some other symptom?
A. It was a burning sensation. Along with tingles, along with cold.
Q. So cold bothered it?
A. Cold bothers it immensely.
Q. You had tingles and a burning sensation?
A. Yes.
Q. Anything else you can think of in the fingers you have talked about and the forearm?
A. The forearm I have -- it's not the same thing. It is not the same -- I don't know. The muscles hurt when I try to type or try to grab things.
Q. Okay. So with respect to the typing then, moving the fingers and thumb, did that enhance or increase the burning, tingling and pain?
A. Yes.
Q. In the fingers and thumb and the arm? Or just all those areas?
A. It was from here to here (indicating).

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Q. And then you say when you grab things, too?
A. Yes.
Q. You grab and try to pick things up?
A. Yes.
Q. That would also exacerbate these complaints you talked about; the burning, tingling and --
A. (Interrupting) Yes.
Q. Other activities -- any activity involving grabbing or using the fingers would create problems then?
A. Yes. I don't even know where to begin on that list.
Q. All right. And certainly using the keyboard or grabbing the mouse, those are two activities that you described are part and parcel of the graphics design work?
A. Yes.
Q. And those two activities would create, if I'm understanding your testimony, the pain?
A. Yes.
Q. What about if your right arm was just resting and your hand was resting? Was it painful at rest?
A. Yes.
Q. Was it tingling at rest?

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A. Yes.
Q. Was it burning at rest?
A. At times.
Q. All right. So that was two to three months after the event, correct, when you tried the graphics design work?
A. Yes.
Q. Yes?
A. Yes.
Q. Have you tried it again since then?
A. I have a computer at home and once in a while I sit down and try to do some stuff. I can't get in more than ten minutes.
Q. Okay. So if I'm hearing your testimony then, since this happened you have not been able to utilize your right arm and hand for computer work for more than ten minutes?
A. Correct.
Q. You have not been able to -- after ten minutes you're no longer able to bear the symptoms then that arise?
A. It starts ramping up, and I have to quit.
Q. Have you applied for disability?
A. Yes.

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Q. Did you get it?
A. I am in the application process.
Q. When did you first apply?
A. I think it was January of last year, so about a year ago.
Q. Where does the process stand? Did you apply and get rejected, or are you appealing?
A. The first thing I was told, they rejected the first, and now I'm in -- they call it an appeal process I think.
Q. What was the nature of the rejection, if you recall?
A. They recognize that I was severely impaired but not disabled. That's what the letter said.
Q. Okay. All right. Since then, June 28 of 2011, you have not -- I know there was a job that you referenced in your Interrogatory answers that you had applied for and received an offer of employment?
A. I was working for Mike -- you're referring to Mike Thomas?
Q. No. AMS Screw or something?
A. I was due to start AMS Screw prior to the incident. I was due to start it the week after

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the incident.
Q. What were you going to do there, as you recall?
A. I was going to do material handling part-time.
Q. What does material handling mean to you?
A. Moving material.
Q. What kind of material?
A. Steel.
Q. Were you going to use -- were you going to use your hands to lift it or operate a forklift? What?
A. Well, from what I understood, the job was you take -- they make screws, so you take these little things of screws, you put them into bigger buckets. You take the bigger buckets, put it on a rack, and then roll the rack down to where they wash them or something.
Q. You understood it then that the machine was going to be pouring all the screws into a bucket, the screws that are being made?
A. It dumps them into this -- they showed it to me. It dumps it into a stringer thing.
Q. So they were going to -- you were going to be at a machine that was dumping screws into a small holding device of some sort, and you were going

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to put that into a larger bin?
A. Yes.
Q. Which was on some kind of a movable cart?
A. Then from there you had to put it on the movable cart.
Q. So you were going to -- the screws were going to pour into some smaller container, you were going to pick that up, dump it into a larger one, fill that up and then put that onto a cart?
A. Yes.
Q. What was going to be the weight of those?
A. I was told approximately 70 pounds.
Q. 70 pounds for the bigger one that you would be moving to the cart?
A. Yes.
Q. What leads you to believe you actually had a position other than applying for it?
A. They told me to start that following Monday.
Q. Was this all oral?
A. No -- well, yes. They already had me on the books. I had done work for them in the past.
Q. When did you do that?
A. The year earlier.
Q. So that was something in addition to the 1099

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work you were doing?
A. That -- yes, yes.
Q. All right.
A. I forgot all about that.
Q. Tell me --
A. (Interrupting) Yes.
Q. -- when did you start doing this work, the material handling work for AMS Screw?
A. 2009 or 2010, somewhere in there. I'm not sure exactly when.
Q. Was it just a part-time deal?
A. It was. I was hoping it would lead to something more stable, yes.
Q. Was it on a temp basis directly through AMS Screw or through an agency of some sort?
A. It was directly through them.
Q. And how would you know when to come in and when not to come in when you were doing the temp work?
A. The supervisor would call me and say, "We have a spot for you. You want to come in?"
Q. And it was just -- those were temporary stints?
A. They were. And he was working with me to try to make it full-time, so I was doing all of these part-time hoping to get the full-time.

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Q. And the work you were doing, the part-time work while you were waiting for hopefully full-time work, was it the same job you were telling us about a minute ago?
A. Yes.
Q. The one where you'd take the screws, pour them into the bigger container and move them onto a cart?
A. Yes.
Q. And then you were going to start you say the following Monday after this happened?
A. I believe it was the following -- it was the following week. It was -- it was right before the Fourth, so I don't remember. I would have to look at a calendar.
Q. So relatively soon after this happened it was your expectation you were going to begin employment with AMS?
A. Yes.
Q. Was it going to be more than just one of these part-time stints that you were talking about?
A. It was scheduled to be either a week or two weeks. I don't remember. And Joe, the guy who runs it, said he is going to try to get me in

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there by fall full-time. But whether that ever flew or not, I -- it never happened.
Q. Okay. Prior to this happening you would get calls from your supervisor saying "Look, we have some part-time work for you"?
A. Well, what would happen -- I can kind of explain this. What would happen is I would call Joe. He's the guy that runs it.
Q. What is Joe's last name?
A. Groves.
Q. Groves?
A. Groves, G-r-o-v-e-s. And I would say, "I have a couple of weeks open. Do you have anything?"
Q. Okay.
A. And then he would keep that in mind and then get back to me when he did.
Q. So Joe Groves knew that you were available? If circumstances on his end warranted it, he would just call you?
A. I wasn't available all the time.
Q. Right. He would call you. If you were available, you would go in?
A. Yes.
Q. And that happened how often prior to June 28 of

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2011?
A. I think twice. I don't remember exactly. I think twice.
Q. Okay. And then the situation, whether it was going to be the next day or within a week after this occurrence, you were planning to go participate in one of these temporary stints after this event, correct?
A. Yes.
Q. Do you believe that the stint that was planned after the event was any more or was different in any way than the prior stints?
A. No.
Q. If you understand the question.
A. No.
Q. It was the same?
A. Yes.
Q. It was your hope that the more you did these temporary stints, the more likely you would have a chance to get full-time employment?
A. Yes.
Q. Would you agree that as of June 28, 2011, though, you had not had a promise of full-time employment?

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A. I had no promise of full-time employment.
Q. Have you tried to go back at any time since June 28 of 2011 to I guess fill one of these temporary stints that you have done in the past?
A. No. They called.
Q. When you say "they," Joe called?
A. Yes.
Q. So Joe Groves called when in relation to June 28, 2011?
A. A few months after.
Q. And what happened on that event where he called to see if you were interested?
A. Yes.
Q. What happened?
A. He knew what had happened. He said, "Do you think you can do it?" And I said, "I don't think so."
Q. Is that the only time there was an exchange over possibly taking another temporary stint?
A. He actually came out to my home. He knew where I lived, and he came out to my home, and he knew right away I couldn't do what they were asking to be done.
Q. So you have tried going back to the graphics

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design work?
A. Yes.
Q. And that's too painful to do because of the keyboard entry and the mouse function?
A. Yes.
Q. And then you kind of self -- you made a decision on your own, given your situation, it was unlikely that you could do the work for AMS Group; is that right?
A. Oh, I knew I couldn't do it.
Q. Right. You decided that?
A. I don't think I decided it. I think my body decided it.
Q. Okay. So your body was telling you that you couldn't do that job?
A. I couldn't pick up those buckets, no.
Q. Other than those two potential avenues of employment or income, have you undertaken any other effort to find a job?
A. Yes. I went on several different interviews.
Q. For what kind of jobs?
A. Graphic design.
Q. I thought you said you can't do that.
A. When you got bills, you try.

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Q. Okay. So you went for some interviews for a couple of graphics design positions?
A. Yes.
Q. To do similar things to what you were doing before?
A. Yes.
Q. And did you get either one of those jobs?
A. No.
Q. Why is it, if you know?
A. I'm not sure.
Q. Did they have you sit down at a computer terminal and try and generate any work?
A. Yes.
Q. And were you able to do it?
A. They saw the shaking of the hands and whatnot. Basically said "We can't use you."
Q. Where were these two companies that you sat for and attempted to do graphics design or at least illustrate your abilities?
A. One of them was on the northwest side of the city. I only went in there once.
Q. The name of it?
A. I'm trying to remember. I can go back through my e-mails and find the name where they contacted me

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through. I don't know it offhand. They were kind -- they told me that they found somebody more compatible.
Q. So there was one company, and you said it was on the northwest side of the city, meaning Chicago?
A. It's the suburbs.
Q. Okay. Northwest suburbs. And you would try, if we asked your attorney, to locate the name of that company?
A. I can try if I still have the contact.
Q. And you said there was a second one as well. Where was that?
A. I'm pulling a blank.
Q. There was one, but you're drawing a blank on it?
A. Yes.
Q. Is it possible that your computer database at home would have some information that might refresh your memory?
A. It may. I haven't used that computer in so long anymore, I don't even know if it will boot up. But, yes, it may.
Q. And at least one of these companies you went to you had to sit down and illustrate your graphic design abilities?

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A. Yes.
Q. Did you have to do that at both or just the one, if you recall?
A. Just one.
Q. All right. For the graphics design positions, you have at least tried to get two others since then, right?
A. Yes.
Q. Were you going to be doing 1099 work for them or actually be employed by those two companies?
A. I was trying to be employed.
Q. And then besides these two attempts at graphics design positions, any other attempts of employment since June 28, 2011?
A. No.
Q. Do you remember signing Interrogatory answers saying that you would be making a claim for lost earnings?
A. I don't know what you mean by Interrogatory answer.
Q. There is some written questions that we sent to your attorney to have you answer. And I don't want to get into what you and either your attorney here or Mr. Mast may have talked

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about --
A. (Interrupting) I remember he asked me some stuff.
Q. Take a look at the last page -- nope, not the last page. It will be the fourth from the back. Is that your signature?
A. Yes.
Q. I should say for the record I tendered to you Exhibit No. 1. That is your signature on the fourth-to-the-last page?
A. Yes.
Q. Question No. 6 asked about whether you would be claiming any lost income as a result of the injuries, including wages and salaries, and then there is this listing of AMS Screw Products. Do you see that?
A. Yes.
Q. And Joe Groves, that's the guy you mentioned that would call you from time to time?
A. Yes.
Q. Is that the hourly rate you would get for your temporary work?
A. Yes.
Q. And then when we talk about being hired but not able to pursue employment due to the accident,

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you were unable to do that temporary stint that you had lined up?
A. Right.
Q. How many days or weeks was that planned for when you were working?
A. I don't remember, but it was one or two. I know that.
Q. One or two days or weeks?
A. Weeks.
Q. All right. So if it was a 40-hour week, it would be 40 times the $10 hourly rate?
A. Yes.
Q. And if it was the two weeks, it would be that 80 hours at ten bucks an hour?
A. Yes.
Q. Past that have you made any other calculations on your end I guess pursuant to what you believe you have lost in the form of income?
A. The biggest loss I suffered was not being able to renew with Juskie later on.
Q. Renew in what sense -- so, first of all, with respect to AMR, other than that one to two-week stint, from your vantage point are you claiming that you have lost more income that you could

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have received through AMS Screw?
A. With Juskie Printing the contract that he had was up in May prior to this incident. That is why I was looking for other work to fill, pending Juskie getting a new contract with his customer, okay, which would have extended my work there as well.
Q. Okay. So your hope at the time this happened was not to go full-time with AMS Screw? You were hoping that Juskie renewed their contract so you could continue 1099 work?
A. I was hoping to get work anywhere I could get it.
Q. Well, I know that turned out to be the case; but heading into this event on June 28, 2011, was it your hope that you would be able to do the 1099 work for Juskie or leave that --
A. (Interrupting) It was my hope I could do both.
Q. All right. So your hope was to continue to do 1099 work for Juskie, and also as needed, fill in at AMR, potentially get a full-time job?
A. AMS.
Q. AMS. Let me start the question over then. So heading into this event that happened on June 28, 2011, were you not actively doing work for Juskie

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because their contract had ended?
A. Yes.
Q. And you were doing temporary work periodically for AMS?
A. Yes.
Q. And that was on an as-needed basis when Joe Groves called?
A. Yes.
Q. That was your hope moving forward, that there would be a new contract for Juskie and that you could do some 1099 work, correct?
A. Yes.
Q. And then also as-needed fill in at AMS?
A. Yes.
Q. And hopefully get a full-time job at AMS if that ever arose?
A. Yes.
Q. And when you were doing 1099 work for Juskie, what did that mean to you in terms of gross receipts?
A. I can tell you what I made that year from him in five months. You can do the math from there.
Q. Okay. Well, what did you make?
A. It was 18,000.

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Q. The first five months of 2011 you made 18,000 as a 1099 worker for them?
A. Yes.
Q. And you would have to take all of your expenses out of that?
A. Yes.
Q. And then at AMS do you have a recall what you may have made at AMS during that first --
A. (Interrupting) Not much more than that, the $10 an hour. They didn't pay.
Q. And there was two or three stints where you worked for them, as you recall?
A. Yes.
Q. And those might have been a week or two each?
A. Right.
Q. All right. And do you know, did Juskie get that contract?
A. Yes, he did.
Q. Who was your contact person at Juskie?
A. Mark.
Q. What is his last name?
A. I know his last name, and I'm drawing a blank. I know his last name well.
Q. Maybe it will come to you later. Tell me if it

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does. How did you learn that Juskie actually got the contract that may have been able to provide you with more 1099 work?
A. He told me.
Q. Mark did?
A. Yes.
Q. Did he call afterwards and say, "Hey, we're ready for you"?
A. Yes.
Q. And you had to tell him you couldn't do the work?
A. I couldn't do anything at that point.
Q. Is that when you tried -- you said two to three months afterwards you tried to do the work and you couldn't?
A. Mark called not long after the incident, within a month, and I couldn't do anything at that point. You didn't see me come out of my house.
Q. So he called within a month of this thing happening and you told him there is no way you can do it?
A. Yes.
Q. Did he ever revisit the possibility of doing work for Juskie with you?
A. I have known Mark for a lot of years. We talk on

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and off about various things.
Q. Does that mean he did or he did not? I don't know.
A. Yes. He's probed. He knows it's done.
Q. So periodically he will inquire about it, and each time you have told him no, I take it?
A. (Indicates affirmatively.)
Q. Is that a yes?
A. Yes.
Q. Juskie -- what is the full name of that company?
A. Juskie Printing, Inc.
Q. Where is it located?
A. The last, it was down on Chicago Avenue out near -- I used to take -- I know how to get there. I don't know the town it's in. I used to take 355 down, get off in --
Q. (Interrupting) Do you have a phone number for Juskie?
A. I have it at home.
Q. Okay. So other sources of income that you had before the incident besides Juskie that we have talked about and then AMS? Were there any others that stick out in your mind?
A. That was it.

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Q. And you have not had any income from either of those two sources --
A. (Interrupting) The only other place I was getting income prior to that was Intermatic when they needed work, and that was -- that was less than Juskie.
Q. Did you get any work from Intermatic in the five to six months in 2011 that preceded this event?
A. (Indicates negatively.)
Q. I take it then you haven't done any projections of lost income?
A. No.
Q. Have you ever been in the union?
A. No.
Q. Ever been in the military?
A. Yes.
Q. Which branch?
A. Army National Guard.
Q. Were you active service Army or just National Guard? I'm not diminishing it, but I'm trying to distinguish those two.
A. Two weeks out of the year you're active service. The rest of the time you're National Guard.
Q. Okay. And so what period of time were you Army

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National Guard?
A. Oh, from the time I was 18 or 19 until the time I was 22 or 23. Somewhere in there.
Q. Did I ask you -- have you ever been married?
A. Yes, I think so.
Q. Have you?
A. No.
Q. All right. I'm going be -- I'm going to shift over to the event that is the subject of the lawsuit. Where did this happen?
A. At Caroline McGuire and Bill McGuire's house.
Q. That is listed in the Complaint as 1016 West Elder?
A. That sounds like it.
Q. Did you know the McGuires prior to this happening?
A. Yes.
Q. How is it that you knew the McGuires?
A. Grew up in that neighborhood.
Q. There is another fellow that is named in the lawsuit, Dave Gagnon?
A. Yes.
Q. Is he connected to the McGuires, if you know?
A. Yes.

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Q. What is the connection?
A. He is Caroline's son.
Q. Are you and David grade school buddies? Middle school buddies?
A. High school.
Q. At Johnsburg?
A. Yes.
Q. Were you and he like close socially in high school?
A. More right after high school.
Q. How was it that the two of you became connected more so after high school? You knew who he was in high school, I take it?
A. I think we knew all the same people.
Q. So there was a common group of acquaintances through high school?
A. Yes.
Q. And then describe the relationship as it evolved. I mean, did you see each other socially? Recreationally? I mean how?
A. It was we would do dumb things together, you know. Socially, recreationally.
Q. You ever work together?
A. On the job?

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Q. Anywhere.
A. Like as employment, no.
Q. Okay. What kind of social or recreational activities would you participate in from time to time with him? Bowling leagues? Golf leagues?
A. Did a bowling league together. He was into restoring cars, and he did it in his mom's garage, and everybody kind of kicked in a hand to help him.
Q. Okay. Is he married, if you know?
A. He is.
Q. Did you go to their wedding?
A. Yes, I did.
Q. Do you know if he has any children?
A. No children -- oh, wait. He might have -- I don't know. That's . . .
Q. Did he have any back in June of 2011, if you know?
A. He may have. I'm not sure.
Q. I take it you're not like a godfather or anything to his child?
A. No.
Q. I mean, I can keep asking more and more questions that come into my mind about how you might have

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-- or what your relationship with Gagnon may have been before this. I was hoping to hear from you how you describe it.
A. Well, it was just friends hanging out after years of high school.
Q. How often would you see him then I guess on a monthly basis?
A. Recently or --
Q. (Interrupting) Before this happened.
A. How long before this happened?
Q. Let's go with the first two years immediately preceding this incident. How often would you see him?
A. Oh, not that often. Once or twice a year maybe.
Q. Okay. Was there a higher frequency immediately after high school?
A. Oh, yes.
Q. Apparently it waned over time?
A. Yes.
Q. So in the two years or so before this happened, June 28, 2011, you would only see him once or twice a year?
A. Maybe three or four. A few times a year. I mean, I'm not sure of the exact number.

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Q. Okay. And this is an estimate, correct?
A. Yes.
Q. And would this just be in passing, or was it set plans to see him?
A. For -- well, for some reason or another he would want to see Mike, who was living with me, or another friend of ours, and he would say, "I'm going over here. I'll meet you there," you know, and we would run into each other, you know.
Q. So it would be the contact you had with him then in recent years prior to the event was more just happenstance, overlapping of friends and acquaintances?
A. Yeah. Well, if he needed help or I needed help, you know, I think that that was a given.
Q. Okay. I asked you if you ever worked together. You guys never worked for a company or an employer where you were both on payroll there together, correct?
A. Correct.
Q. Now, obviously there is this incident on June 28 of 2011 where you were with him, correct?
A. I was on the property, yes.
Q. And then you mentioned that you guys would help each other from time to time as needed?
A. Yes.
Q. Okay. What kind of stuff do you recall over the years helping David with or him helping you with?
A. I remember pulling his car out of the ditch when it snowed and he called me. I remember approximately ten years earlier him helping me fix my roof after a storm. Earlier than that I helped him numerous amounts of time with sanding body parts to a car when we were in our 20s.
Q. Okay. What about -- obviously we're going to need to talk about chain saw usage prior to June 28, 2011. Had you ever been anywhere with David Gagnon where a chain saw was involved?
A. Yes.
Q. Okay. Where was that?
A. It was on Carol's property.
Q. All right. Anywhere else besides Caroline McGuire's property?
A. I'm not sure. I don't think so.
Q. Put Mr. Gagnon aside. Have you ever used a chain saw --
A. (Interrupting) Yes.
Q. -- personally?

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A. Yes.
Q. Prior to this day, June 28, 2011?
A. Yes.
Q. How many times do you think you might have been on Caroline McGuire's property prior to June 28, 2011 where you were engaged in any activity involving a chain saw?
A. I vividly remember once.
Q. One other time?
A. Yes.
Q. And how and when in relation to June 28 of 2011 was that?
A. A few weeks prior.
Q. Okay. And other than that one that you actually recall and then June 28, 2011, that is the extent as you sit here today you can recall?
A. Yes.
Q. Did you ever work with a chain saw in combination with David Gagnon on any other person's property?
A. Not that I remember.
Q. Before June 28 of 2011 did you personally have an appreciation for any risks that might be presented by a chain saw?
A. Say that again.

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Q. Sure. I want to know if you had -- heading into June 28 of 2011 if you had any understanding as to any hazards that might be associated with chain saw use.
A. Yes. It's dangerous.
Q. What is dangerous? What was dangerous about it from your vantage point?
A. A chain saw is dangerous, period.
Q. Okay. I mean, if it's just sitting there not running, is it dangerous?
A. I'm not sure what you mean.
Q. Okay. You mentioned that you had used chain saws before?
A. Yes.
Q. And you have used them without David Gagnon being present?
A. Yes.
Q. Can you give me any estimate as to how many times you might have used a chain saw prior to June 28, 2011?
A. Myself?
Q. Yes.
A. Hundreds. Maybe not hundreds, but enough where I can't count.

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Q. All right. And during those periods where you were using a chain saw, you formed the view that chain saws can be dangerous?
A. Very.
Q. And what type of dangers did the chain saw present from your experience using it?
A. It cuts through things very rapidly.
Q. So the operator could be cut?
A. Yes.
Q. And you knew that before June 28 of 2011, correct?
A. Yes.
Q. Did you ever use a chain saw in tandem with anybody else helping you prior to June 28, 2011?
A. Yes.
Q. This fellow that lives with you and your mom, what is his name again?
A. Mike.
Q. Mike. What is his last name?
A. McArtor.
Q. Did Mr. McArtor ever assist you while using a chain saw?
A. Yes.
Q. I mean, is that multiple times in the past you

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and Mr. McArtor may have been involved in projects where a chain saw was used?
A. Yes.
Q. And in those situations would you be the operator, or would you be the helper?
A. I would be the helper.
Q. Did you ever have a situation where he was helping you and you were operating a chain saw then?
A. Where Mike McArtor was helping me and I was operating it?
Q. Yes. Correct.
A. Yes.
Q. Are you able to count how many times that occurred?
A. I'm not sure, but it's more than a few.
Q. On those few -- well, were there other people from time to time that helped you as well while you were using a chain saw?
A. Yes.
Q. And on those occasions where it was somebody else or maybe it was Mr. McArtor, did you form any opinions about the potential hazards or risks to the people that were helping you that a chain saw

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might present?
A. Yes.
Q. What kinds of risks are those to the other people?
A. Keep them as far away from it as possible.
Q. And the risk to the helper is also --
A. (Interrupting) If they are too close, yes.
Q. -- being cut --
A. (Interrupting) Yes.
Q. And at any point in your lifetime prior to June 28 of 2011 had you ever been trained by somebody who was a skilled chain saw operator?
A. No.
Q. Had you ever had a job where your primary purpose was to use a chain saw?
A. No.
Q. All your experience with a chain saw, would you agree, would be just personal use and experience?
A. Just backyard trimming down limbs.
Q. Kind of on-the-job training?
A. Just my house.
Q. Do you recall ever sitting down any time prior to June 28, 2011 on those occasions where you were using a chain saw and reading an operator's

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manual?
A. Oh, yes.
Q. You have read an operator's manual for a chain saw?
A. When I was younger, yes.
Q. We're going back to like immediately after high school?
A. We're going back to eighth grade.
Q. Eighth grade?
A. Yes.
Q. So this was going back when you first started using a chain saw?
A. Yes.
Q. When you first started using a chain saw, did you take it upon yourself to read the manual and begin using, or did some adult help you with that process?
A. Somebody helped me.
Q. Who was it? Your dad?
A. Yes.
Q. Is he still alive?
A. No.
Q. And I know this is going back a ways. What do you recall your father telling you about chain

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saw operation when he first taught you how to do it?
A. Same thing he told me about all power tools.
Q. What was that?
A. Handle them with extreme care.
Q. So you should handle any power tool with extreme care?
A. Yes.
Q. Do you recall any specific instructions or admonitions about chain saw usage?
A. He taught me the maintenance. He taught me how to use it, how to -- what side of the blade to cut with, things like that, yes.
Q. So he demonstrated it for you?
A. Yes.
Q. Besides the risks, are you -- strike that question. Are you aware of any other known risks associated with a chain saw other than cutting from the chain?
A. No.
Q. And I'm not -- I'm not even saying there are any. I'm just asking you what other risks that you're aware of that might be associated with a chain saw other than the actual blade injuries to a

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user or helper.
A. Heat.
Q. Heat?
A. Yes.
Q. Anything else you can think of?
A. Fragments. The wood chips, you know.
Q. The saw dust and debris that might fly off --
A. (Interrupting) Yes.
Q. -- during cutting?
A. Yes.
Q. Okay. Anything else that brings to mind?
A. I'm trying to think back of -- way back when he taught me that.
Q. If something comes up, let me know. Have you heard the phrase of binding or blade bind?
A. I know what binding is, yes.
Q. What does it mean to you?
A. It means the blade bound. It froze up. It may have overheated, you know. Lack of lubrication, something along those lines. There are many things that could happen.
Q. Blade binding to you then is something where the blade just stops, the motion of the blade stops?
A. No.

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Q. Okay. You said it has something to do with overheating or lack of lube?
A. Well, you can bind anything, any power tool, when you're cutting something either by bending it. I would guess I have -- I had a blade bind once on me.
Q. A chain saw blade?
A. Yes.
Q. And what happened?
A. It bent the bar that the chain rides on.
Q. Okay. All right. So I need to get a little more detail about what you understand binding or blade bind might be. It can happen, you said, if the blade overheats?
A. Yes.
Q. If I understand, the chain just goes around on that blade, correct?
A. Yes.
Q. There is a long metal blade that comes out from the power portion of the chain saw, right?
A. Correct.
Q. And there is a groove where the chain goes around in a circular fashion?
A. Yes.

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Q. And the motor propels that blade? That's a simple description of it, but that is how it works?
A. Yes.
Q. And when we talk about binding, are you talking about the blade getting bent?
A. That is the way that I have had it bind.
Q. So if the blade that has the groove that the chain operates on, if that bends, the chain wouldn't move?
A. Correct.
Q. Or if part of it needs to be lubed, to get a good free flow of that chain, the chain needs some lubricant as it glides around on that blade, correct?
A. Yes.
Q. And if there is no lubricant, that can affect the ability of the blade to -- I'm sorry -- the chain to spin on that blade?
A. Yes.
Q. And if there is inadequate lubricant, then the blade can actually heat up?
A. Yes.
Q. And at that point can the motion of the chain

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just stop because it's overheated?
A. Yes.
Q. Have you ever heard the phrase binding or blade bind used in connection with an actual cutting operation?
A. Yes.
Q. As the cut is occurring, the pressure of the log or tree that is being cut can pinch against that blade?
A. I can see that happening, yes.
Q. Are you aware of that? Is that a risk that you know of or knew of before June 28, 2011?
A. Yes.
Q. Have you ever heard of a kickback?
A. Yes.
Q. What is a kickback, as you understand it?
A. It's usually when something other than what you're intending to cut is in the way, and like you actually hit a second log, okay, and it will kick back because you're trying to cut through two different items. That's my understanding of it. I may not be technically right, but . . .
Q. Okay. Are you aware -- maybe you have never heard this -- there is a kickback zone associated

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with part of that blade?
A. Yes.
Q. And what is the kickback zone, as you understand it?
A. I don't know what technically it would be, but I wouldn't want to be in the way of it.
Q. All right. So you don't have a specific understanding heading into June 28 of 2011 what the kickback zone may be, correct?
A. No.
Q. But you were aware that there is such a thing as a kickback?
A. Have I heard of that? Yes.
Q. And have you ever seen that happen prior to June 28 of 2011?
A. I've felt it happen when I have operated a chain saw when I was younger.
Q. And have you ever seen it happen to somebody else?
A. No. I'm usually the one that operates. It's very rare that I'm standing assisting.
Q. The kickback, that is the situation, in layperson's terms, where the blade actually comes back toward the operator?

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A. (Indicates affirmatively.)
Q. Yes?
A. Yes.
Q. And you said you experienced that once?
A. Yes.
Q. Where the blade actually kicked back toward you? Or were you holding it such that it wouldn't?
A. In my case the blade kicked forward. It pulled the saw. It didn't kick back. I was kind of reversed.
Q. You have never experienced where it actually came back toward the user?
A. I have never had the type of debris around that would cause that, I don't think.
Q. Have you ever read any manuals or been taught as to ways to avoid kickback?
A. Remove all the debris surrounding the area.
Q. Okay.
A. I was warned what kickback was when I was first taught it. You don't want anything in the way other than what you're cutting. My understanding of kickback, the way that I was taught, it usually requires hitting a second object.
MS. FREEMAN: Wait for the question.

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Okay?
THE WITNESS: All right.
Q. In terms of how to hold the chain saw, as you recall, what was the training you received in how to hold the chain saw?
A. Both hands.
Q. Okay. Where would your dominant hand be?
A. On the trigger.
Q. And then you would use the right hand on the trigger?
A. Yes.
Q. Left hand on the bar that is on the top of the chain saw?
A. Yes.
Q. Have you ever personally experienced a situation where you were cutting a branch or a limb of some sort that had pressure on it that was bending it?
A. Yes.
Q. Yes?
A. Yes.
Q. And were you taught or did you learn any risks that might be associated with doing that activity, cutting a branch that had downward pressure on one end of it?

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A. I was taught to attack the pressure from the other side so that you didn't get the bind in there.
Q. And to avoid binding, if you cut right into the pressure area, the pressure zone, what could potentially happen that you're trying to avoid?
A. The weight of the limb will pinch the chain and thus bending the bar.
Q. And if the blade of the chain saw gets pinched, I guess it gets in combination, the chain is also likely to be pinched?
A. Yes.
Q. Now, we talked about your connection to Mr. Gagnon before the June 28, 2011 incident, seeing him a few times a year during that last two years leading up to it, correct?
A. Yes.
Q. What about since this happened? How often do you see him?
A. Immediately after I saw him. He came over and wanted to see how I was doing. But since -- I want to say I don't know how long it's been now, but it's been at least six months, maybe a little longer that he hasn't talked to me at all.

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Q. Okay. So you haven't talked to him at all for the last six months?
A. No.
Q. And that takes us into the middle of 2012. There is still like a whole year in there between the accident and when the communication stopped. What was the frequency of contact over that year before all the communication stopped?
A. Right after the incident he was coming by every couple of weeks for about a month and a half, two months, three months maybe. And I even went up to his place once or twice.
Q. What happened a year out that stopped all the communication, if you know?
A. He got a letter from an attorney's office.
Q. Did he call you to talk about that letter?
A. Yes.
Q. Okay. What do you recall the substance of the conversation -- strike that. That's a bad question. Do you recall the conversation you had with him once he got that letter?
A. I recall, yes.
Q. Tell me what you recall talking to him about. Who called who?

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A. He wanted to know what it was.
Q. He called you?
A. Yes.
Q. Tell me about the conversation, what he said and what you said.
A. He said, "Why am I getting letters at my home when it happened at my mom's house?"
Q. Did you share with him any thoughts on that?
A. I said, "It's from my attorney."
Q. Did you talk about the day of the event when he called you?
A. Not so much. He was upset. And from what I gathered out of the whole thing, he may not have told his wife the entire truth about it, and she is the one who got the letter.
Q. Okay.
A. He was real upset.
Q. What is it that you believe he didn't tell his wife?
A. That there may be any aftermath.
Q. Did he share something with you that caused you to believe that, or is that just your supposition?
A. He kind of said -- well, he basically said, you

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know, his wife didn't know, and he didn't appreciate the letters coming to his house. He wanted my attorney to stop sending them.
Q. Okay. Other than him calling to ask why the letters were coming and you telling him that it was your attorney sending it and whatever discussion occurred that caused you to believe his wife didn't know about it, any other discussion or any other subjects that you recall being discussed during that phone call?
A. Yes.
Q. What?
A. May I confer with her for a minute? Can we have a break?
Q. Was your attorney there for that telephone call?
A. No. But he was e-mailed right thereafter the same day.
MR. BARCH: Well, I don't want to deprive you of a chance to talk to your attorney. Go ahead.
(At this time a short recess was taken.)
CONTINUED EXAMINATION BY MR. BARCH:
Q. Mr. Dulberg, I was asking you about the phone conversation you had with Mr. Gagnon, the one

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that precipitated the break-off of communications. Okay? And we have talked about him calling wanting to know why he was getting letters, your view that maybe his wife was upset with him. And I'm paraphrasing, of course.
A. Uh-huh.
Q. And you also mentioned that you did not really talk about what happened on June 28, 2011. And then I asked the question I thought about -- I thought I asked whether or not there was anything else that you recall being discussed that day during that phone conversation. And then I thought that was the impetus to your request to meet with your counsel. Does that get us back to where we were?
A. Yes.
Q. Okay. And it may be difficult to talk about, you know, this breakdown in communication between you and Mr. Gagnon because you have known him for years, but it's important to me to know what you guys talked about. So to the extent it doesn't involve your attorney, I would like to know what you guys discussed.
MS. FREEMAN: No conversations between you

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and Hans or me. Your conversations with the defendant.
MR. BARCH: That's right.
A. Okay. He was just very upset that he was receiving all of this stuff at his house. Can you repeat where you were at?
Q. I'm just trying to figure out if there was anything else you and Mr. Gagnon discussed that last phone call you had together besides him being mad about getting letters, your belief his wife might not have known the whole story, and also him being upset about the whole thing.
A. Yes. He was very upset. I'm not going to tell you some of the profanity, but he was very upset.
Q. I take it then he was very upset that he was being sued?
A. He didn't understand why he was responsible at all if it happened on his mom's property. That was his big . . .
Q. Did you and he talk about the idea that he was running the chain saw?
A. I said, "Yeah, you are responsible," and I said, "It's time you have to tell people about this. You know, they are going to want to know." And

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he did not want to do -- he said he was tired of the whole thing. He had heard from his mom about it for months, and he did not want to hear it anymore, and he is sick of it, and he went on, and he was ranting.
Q. During this rant and your effort to explain to him why he was getting letters, did you and he ever discuss the subject of what happened?
A. I think we both know what happened.
Q. Did you actually discuss it that day during the call?
A. No. Not the details of what happened, no.
Q. No comments about "Well, you were running the saw," or "You were holding the limb"? Nothing along those lines? No details about what happened?
A. I said, "You're the one who was operating the chain saw. Of course the lawyers are going to want to talk to you. They are going to send you papers."
Q. And in response did he make any comments to you about your involvement that day?
A. He just went on about how he did not want to hear it.

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Q. Okay.
A. That was the gist of it.
Q. All right. So you have known David for a long time prior to this. And then Mr. and Mrs. McGuire, Caroline and Bill, they are married, of course?
A. Yes, I believe so.
Q. How often would you encounter the McGuires?
A. In recent years I would actually encounter the McGuires more than I would David.
Q. How is it you would have more contact with them than David?
A. Caroline worked with me at Intermatic for ten years. Not side by side, but she worked there.
Q. Is it Intermatic did you say?
A. Yes.
Q. Different jobs?
A. Yes.
Q. Just worked for the same employer?
A. Yes.
Q. Did you guys have lunches together or anything like that?
A. No.
Q. So other than seeing her in passing, did you even

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really talk to her?
A. If I had some downtime and she was working near me, I would go over and say, "Hey, how's it going?"
Q. Just general pleasantries?
A. Yes.
Q. You did not see Caroline and Bill on a social basis?
A. No.
Q. And outside of your contact with her at Intermatic over the ten years leading up to this event, how often would you see either her or Bill?
A. Outside of work, couple of times a year at the grocery store or something. I mean, just say hi. In fact, I just ran into Bill two weeks ago.
Q. So would it be fair to characterize your contact with the McGuires during the -- and putting your contact with Caroline at Intermatic aside, but outside of work, your contact with the McGuires would just be happenstance, bumping into them?
A. Yes.
Q. There was no reason for you to go over there and visit with them?

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A. No.
Q. They didn't have you over to parties or anything?
A. I should correct that. I did go over there a couple of times just to see Caroline right after Intermatic did their big layoff. That was more about work.
Q. When did the big layoff occur?
A. It went on for a couple of years. They've phased down. It was between 2007 or '8 and 2010. I think they are still laying off. They are probably going to go out of business.
Q. The visit or two that you had at her home during the layoff would have been sometime during this period you were talking about, 2008 to 2010?
A. Yes, somewhere in there. When I heard that she lost her job, that is when I stopped over.
Q. Just to basically express your sympathy or what have you, empathy?
A. (Indicates affirmatively.)
Q. All right. Prior to June 28 of 2011 had you ever been to the McGuires' house to perform any type of function around their house; repair, maintenance, handyman work, anything?
A. Prior to it?

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Q. Yes.
A. Mostly it was years earlier, and it was body restoration in her garage with her son David. I don't think I ever repaired anything around there in the house or anything. I may have helped shovel the driveway once as a kid.
Q. All right. So we have got the -- you have mentioned that early on right after high school you would help David with the restoration of old cars?
A. Yes.
Q. That was done in the garage at the McGuires'?
A. Yes.
Q. Putting that activity -- and that was years ago, correct?
A. Yes.
Q. But we're talking like more than five or ten?
A. Oh, yes.
Q. And then you mentioned that you might have helped David shovel when you were kids?
A. Yes.
Q. All right. But let's get into like the last five to ten years. Did you ever go over to the McGuires' house to perform any type of

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maintenance function at their home, any repair function at the home?
A. No.
Q. Or any kind of handyman work of any kind?
A. The closest thing to that I think was she needed to go to Menards to get some wood, and I had a truck and a trailer, and I took her over there, her and her son, and got the wood and drove her back home. And that was it. I didn't actually perform any function.
Q. And when was that in relation to 2011?
A. Wait. Wait. I stand corrected. The month or two prior to this incident I took down a shed. It wasn't just me. And we didn't take it down. They just unbolted it from the bottom, and we all just carried it out to the front of the yard and put it on my trailer. They needed as many hands as they could get, and I happened to be free.
Q. Okay. So a month or two before this event there was a shed that was removed from the property?
A. Yes. I don't even know if it was a month. Maybe four weeks.
Q. Sometime before?
A. Just right before, yes.

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Q. It still would have been 2011?
A. (Indicates affirmatively.)
Q. Yes?
A. Yes.
Q. This shed, you say it was just unbolted from its foundation?
A. Yes. It was one of those flimsy steel sheds.
Q. Steel deal?
A. Real light.
Q. How big was it?
A. It was a big one.
Q. You're talking 10 feet by 9? I mean, how big? Do you recall?
A. I would guess -- and I don't know. They know what size it was. It was a bigger one. Probably 10 by 12.
Q. That is an estimate, right?
A. Yes.
Q. And then did you say a group of people picked it up whole and put it onto a trailer?
A. Yes.
Q. Was it placed on like a flatbed trailer or something?
A. Yes.

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Q. What happened to -- it was your trailer?
A. Yes.
Q. Where did it go?
A. It went around the block to my house, and then I took it over to the scrap place.
Q. Did you use it for a period of time?
A. It sat there. I threw some hoses in there when I got more stuff to go to the scrap guy. Took it all over.
Q. When did you dispose of it?
A. This year. No. 2012.
Q. So you had it through the winter of 2011-2012?
A. Yes.
Q. So you used it about a year and then got rid of it?
A. Yes. It was just sitting there. I didn't want to use it. It wasn't --
Q. (Interrupting) When you were there -- when you were there to have this thing put onto your trailer, who else was there besides you?
A. David, Bill and Carol.
Q. So did all four of you then lift this thing up?
A. You need one on each corner.
Q. Okay. Besides helping them get the shed off the

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property, do you recall any other work that you may have done or assistance you may have offered around the property prior to June 28 of 2011?
A. Recently. That's about it.
Q. Did Mr. or Mrs. McGuire -- I'm going to use them in combination. If one or the other did something, tell me. But did either of the McGuires ever train you on how to use a chain saw?
A. No.
Q. Did either of the McGuires ever demonstrate how to use a chain saw for you?
A. No.
Q. Did you ever help Bill or Caroline cut trees down prior to June 28, 2011?
A. Once.
Q. And when was that?
A. Again, it was a few weeks prior. About the same time we took the shed.
Q. Okay. So there was another occasion where you were out there tending to trees?
A. No. Her son David called me and asked me if he could borrow my chain saw.
Q. Okay.

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A. And I brought it over.
Q. So David called you for a chain saw?
A. Yes.
Q. And other than bringing it over, did you help David at all?
A. I picked up some sticks on the ground. He did all of the cutting except for I did cut one thing, and it was -- when it was all done and cleaned up, they had a stump, and I tried to make it as close to the ground as possible, and that was it. That's the only cutting I did.
Q. When you say you picked up some branches --
A. (Interrupting) Yes.
Q. When you say picked up branches, what are you talking about? Bundles? A couple twigs?
A. It was an apple tree. So they were small, and David cut it. He cut the whole tree down, and Bill and I were standing there talking, and we were taking them over to where they were -- their garden area.
Q. So on this occasion David cut down the entire apple tree?
A. Yes.
Q. With the exception of that stump that you tidied

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up?
A. Right. About four inches of stump sticking up, yes.
Q. And the assistance that you gave, you helped get that stump to a more presentable condition closer to the ground?
A. Yes, I did.
Q. And then you helped Bill move some of the branches to a different area on the property?
A. They were already cut up, so yes.
Q. Were they tied in bundles, or did you --
A. (Interrupting) They were just loose.
Q. Loose. Did you just pick them up and carry them?
A. Yes.
Q. Did you get paid by the McGuires?
A. No.
Q. Do you know if David was paid by the McGuires to take down that tree?
A. Which tree?
Q. The apple tree.
A. I don't know.
Q. Did you get any kind of remuneration or consideration or gifts of any kind for helping that day with your chain saw?

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A. I got pop.
Q. Pop. Were you expecting money?
A. No. I wasn't there to do any work.
Q. And you don't have any insight as to the connection between David -- strike that. You don't have any insight as to the arrangement between the McGuires and Mr. Gagnon on that day when he was taking down the apple tree?
A. No.
Q. For all you know it could have been a favor for his parents?
A. Yes.
Q. Or perhaps he was paid? We don't know? You don't know?
A. Right.
Q. When you said that David was the one that took the tree down by himself that time, the apple tree --
A. (Interrupting) Yes.
Q. -- do you happen to know, prior to David setting out to do the tree, whether Mr. McGuire or Mrs. McGuire gave him any instruction on how to use a chain saw?
A. Not to my knowledge.

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Q. Do you know if they were even out in the property -- out in the yard when he was doing that work?
A. Yes, they were.
Q. They were there as he was cutting or afterward?
A. Both.
Q. You saw the McGuires present when David was using the chain saw?
A. Yes.
MS. FREEMAN: Counsel, are we talking about the apple tree?
MR. BARCH: Yes, the apple tree.
Q. And while you were there -- I guess you were present, I take it, then, when the McGuires were on the property and David was using the chain saw to cut the apple tree apart?
A. Yes.
Q. Do you recall over hearing or seeing Mr. McGuire or Mrs. McGuire instructing David on how to use that chain saw while you were there?
A. Not how to use the chain saw. Just what they wanted gone.
Q. So they were telling him which parts of the tree they wanted gone?
A. They wanted the whole tree gone.

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Q. So anything beyond that, saying take the whole thing down?
A. The two of them were bickering back and forth about all different things. They were talking about all different trees they wanted -- I didn't keep up with --
Q. (Interrupting) The two of them meaning Mr. and Mrs. McGuire?
A. Yes. And her son. I didn't get into any of that. That is whatever they wanted to do.
Q. So there is some banter, bickering, whatever you want to call it, over which trees needed to come down?
A. Right.
Q. Besides identifying the trees that they wanted either trimmed or removed, do you recall Mr. McGuire or Mrs. McGuire telling David how to go about taking down the tree with the chain saw?
A. I think Bill and Dave talked about that a little bit, how they were going to do it.
Q. Okay.
A. I didn't have anything to do with it.
Q. What did you overhear David saying to Bill or Bill saying to David with respect to the apple

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tree?
A. Well, the only thing that I did anything about, I remember Bill was complaining that it was sticking up out of the ground, and I was putting the chain saw away in the case so I could take it home, and I took it back out of the case and said, "I'll take the four inches off for you," because David was already gone or he was in the house doing something, and I just wanted to get it done and head out of there. I didn't want to wait for him, so I did that. But as far as them instructing each other, they were mostly talking amongst each other.
Q. What I'm driving at is you recall hearing them discuss/bicker over --
A. (Interrupting) I do remember. I do remember.
Q. Hold on. You do recall hearing them bicker or discuss which trees needed to come down totally or which ones needed to be trimmed? That is something you recall them bickering about, correct?
A. Yes.
Q. And you recall Mr. McGuire being dissatisfied with the way the stump looked after David left?

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A. Right.
Q. You don't recall Mr. McGuire telling David how to use the chain saw, though? That didn't happen in your presence?
A. No.
Q. Correct?
A. Correct.
Q. And you don't recall Mr. McGuire demonstrating the chain saw for Mr. Gagnon that day either, correct?
A. No -- yes, that's correct.
Q. David was just using the chain saw in his presence? Is that how you recalled it?
A. Yes.
Q. Now, you were going to say you do recall something else that happened as we were asking questions about it.
A. You were asking about instruction, and Caroline was worried because part of the tree was over the house, and she was telling him to take it -- they were talking about the way to take the tree down without any of it touching the house at all; and they worked it out and did it, you know.
Q. All right. So that is something that sticks out

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in your mind? There was a tree -- part of the tree is over the house, and there was a concern about damaging the house?
A. I remember that, yes.
Q. And there was a discussion as to how to get the tree removed without hurting the house?
A. Yes.
Q. Was it successful? Did they do it?
A. Yes.
Q. Did anybody get hurt, as far as you know, that day with the chain saw?
A. No.
Q. And you had no connection to any of the cutting that day, correct?
A. Other than picking up the sticks and cutting the stump, that was it.
Q. That's right. I take it back. You did cut the stump closer to the ground?
A. Yes.
Q. But in terms of the work, David did the actual severing of the branches and cutting the limbs and things? You were not helping him do that?
A. I was just taking the cut branches over to the pile where they were going to burn it or whatever

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they wanted to do with it.
Q. Let's go to June 28, 2011 then. Did Mr. or Mrs. McGuire ask you to come over?
A. David did.
Q. So Mr. and Mrs. McGuire did not call you up and ask you to come over?
A. No.
Q. So your involvement started with a call from David?
A. Yes.
Q. What do you recall him saying when he called you?
A. He said he was taking down another tree for his mom. And I said, "Do you need the chain saw?" And he said, "No." And I was like "Oh." He said, "Do you want the wood?" "Well, I'll come over and see what you got." Because he was trying to explain to me which tree it was, but I wasn't sure. So I said, you know, "I can come over and take a look in the morning."
Q. I forgot to ask you. Did you take any of the wood that was cut down of the apple tree wood?
A. No.
Q. Okay. So you agreed to come over and take a look at the wood that was being -- I guess the tree

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wood that was -- strike that -- the remains of the tree that was being taken down on June 28?
A. Right.
Q. And heading over there was it your plan or did you anticipate helping him?
A. Not with -- he said he had a chain saw, and he does it all himself. So I anticipated just getting the wood, you know, if I wanted it.
Q. Okay. And prior to arriving at the property did you call the McGuires?
A. I don't think so, no -- you know what, I -- strike that. I don't remember if I called to make sure he was there before I left in the morning or not. I don't remember. I may have.
Q. So he called you not on the day of, but some other point to alert you he would be there on that day?
A. Yes.
Q. So you may have checked just to see if he was there?
A. Yes.
Q. Do you recall that being the case, or it's just a possibility?
A. It's a possibility.

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Q. And so when you went to the McGuires' that day, I take it you didn't bring anything with you?
A. Just my truck.
Q. Just your truck?
A. Yes. And my dog.
Q. Your dog did you say?
A. Yes.
Q. Did you have a pickup truck?
A. Tahoe.
Q. What were you going to do -- where were you going to put the wood if you did take some?
A. I was going to go back home and get a trailer.
Q. You weren't even sure you were taking wood at that point?
A. Yes, exactly.
Q. You went out there in your personal vehicle with your dog?
A. Yes.
Q. At that point you were not planning to assist him; just to check the wood to see if you wanted it?
A. Correct.
Q. On arrival who was there?
A. David, his mom Caroline, Bill. And at some point

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in there his sister showed up.
Q. Bill's sister?
A. No, David's sister Diane. She was there. I don't remember when she came and went. She was there.
Q. And on arrival are they all in the house, or is the cutting ongoing and they are all outside? What do you recall?
A. David was -- he came walking around the side of the house as I pulled up -- they must have seen me -- and said, "Hey, how's it going," you know, and I said, "Morning." He wanted to show me what he had.
Q. So you went around back and looked?
A. Yes.
Q. How much of the tree was down at this point?
A. None.
Q. What kind of tree was it?
A. Pine.
Q. We're talking like a Christmas tree type, or the big one with all the ugly branches?
A. They all have big ugly branches. It was the Christmas tree type.
Q. How tall was this thing?

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A. We all guessed at that. I think around 60 feet.
Q. And that's an estimate, correct?
A. Yes.
Q. None of it had been trimmed up at that point?
A. Correct.
Q. All right. And now you and David are back there looking at it, correct?
A. Bill came out. Carol came out. They were all out there.
Q. That is what I was going to ask next. Who else was back there with you when you were looking at it before the work started?
A. Everybody.
Q. Okay. And at some point the cutting began?
A. Yes.
Q. All right. Between the time you arrived and you went back with David to look at the tree -- and I think you said Bill and Carol were there, too?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. Between that point in time and the time the tree cutting actually started what discussions do you recall about this project?

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A. They showed me the new chain saw they bought.
Q. Okay.
A. After that I was joking around with Bill a little bit. He was telling me about his vacation. Did a lot of talking about his vacation. We talked about that all day.
Q. Okay.
A. I was playing with the dog. Carol loves my dog. Just simple pleasantries. Nothing -- it wasn't really about the work.
Q. Do you recall any discussion about the work between the time you went behind the house to look at the tree and the time David started work on the tree?
A. David was talking about the work that he was going to do, where he was going to drop it, how he was going to take it down. He was telling Bill and Carol how he was going to do this.
Q. Do you recall during that process Caroline McGuire trying to override any decision that David had?
A. Yes. But not about that tree. About other trees.
Q. Okay. Well, what do you recall Caroline's --

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A. (Interrupting) They bicker like cats and dogs.
Q. You have used that phrase "bicker." When you say bicker --
A. (Interrupting) Discuss.
Q. Was she telling him she wanted certain trees down and he did not want to take those down or --
A. (Interrupting) Yes.
Q. -- he wanted some down that she did not want down?
A. Both ways.
Q. Okay. So other than identifying which additional trees had to be trimmed or cut down versus, you know, left alone, do you recall any other discussion between David and Caroline prior to him undertaking the effort to actually cut things?
A. She was telling him about she -- the putting oil in the chain saw. And he was like "I know. I know, Mom," you know. Because it was brand-new. They had just bought it. It was all little things. And a lot of the discussion didn't have anything to do with the tree. We're talking about other things like other kids in the family and -- you know.

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Q. When David explained his plan for taking down the tree, you heard part of that?
A. Yes.
Q. Okay. Do you recall Caroline disagreeing with him about how to go about taking down that tree?
A. Not too much, no.
Q. What about Bill?
A. Bill just stood -- Bill wanted to make sure it wouldn't hit the pool or the garage. Same thing with Caroline. They did not want any damage to their property other than it falling on the grass.
Q. That would seem to be any property owner's concern is that they didn't get other damage.
A. Sure.
Q. But in terms of how to go about doing that, other than alerting Mr. Gagnon that they did not want the house hurt or the pool damaged or anything like that, do you recall any comments from either Mr. McGuire or Mrs. McGuire as to how to go about doing that, or was that a decision that -- or a plan that Paul -- I'm sorry -- Mr. Gagnon came up with, from your vantage point?
A. He came up with it. He said what he was going to

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do, and he did.
Q. Okay. In terms of discussions then leading, I guess, from the time you got behind the house to the point in time where David started working on the tree -- and specifically I'm talking about conversations you overheard with the McGuires and Mr. Gagnon -- there was concern about not damaging the house or pool?
A. Uh-huh.
Q. And there was also discussion over which tree should be cut and which tree should not be cut --
A. (Interrupting) Uh-huh.
Q. -- correct? And then you remember them talking about the chain saw being new and Mrs. McGuire concerned about making sure there is oil in it?
A. Yes.
Q. Anything else you can recall?
A. That's about it. I'm sure there were other things.
Q. Did David consult with you about how to get the tree down?
A. Not much. He asked me how tall I thought it was. But he knew how to measure out pacing or something, some trigonometry thing. He figured

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out how tall it was.
Q. So, I mean, did it appear to you that he looked like he knew what he was doing?
A. Oh, yes.
Q. You say you saw him actually measuring things?
A. Yes.
Q. Like just walking it off in feet, or did he have a tape measure out there?
A. No. He paced it off. He was estimating the height of the tree from where it would fall.
Q. Okay. Any other preparations that you observed him undertake before he actually began cutting?
A. Preparations? Getting the chain saw ready. He ate breakfast in between. He's the kind of guy that would work for 10 minutes and then take a 20-minute break and work for 10, you know.
Q. Okay. So at some point the chain saw gets fired up, I take it?
A. Yes.
Q. And are the McGuires still out in the yard?
A. I believe so.
Q. From the Interrogatory answers it looks to me like they were not present in the area when you actually got hurt?

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A. No.
Q. At what point between the time they started cutting to the point where you were hurt did they leave?
A. Well, Bill was in and out of the house getting things to drink and whatnot and talking to Caroline. I don't know when he disappeared that last time. But Dave's sister was in the pool, and she disappeared, too. I think she went home. I don't know what happened to her. But, yes, it was -- he was in and out, you know.
Q. Okay. Why don't you tell me about the work you saw David do between the time he started it and the time you actually started helping him with any aspect of it.
A. He was taking off the lower branches of the pine tree.
Q. Okay. So you're just standing there watching this?
A. Oh, yes.
Q. And so the first task that you saw him undertake, he was using the chain saw to cut some of the lower branches off of this pine tree?
A. Yes.

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Q. And that was from the ground level?
A. Pretty much the first lower branches, you know.
Q. Okay.
A. And then he worked his way up, you know.
Q. Got you. How far along with the cutting process was he before you did anything to assist him?
A. He was pretty high in the tree. Probably 25 -- well, 20 feet. I'm getting -- his chain saw died on him. He had a rope. And he lowered it down, and he asked for me or Bill to restart it for him, and I restarted it. And then he raised it back up in the tree and pulled it back up there and then just kept going.
Q. Okay. And so how is he getting up the tree?
A. He's climbing.
Q. He's climbing the tree?
A. Yes.
Q. Does he have little spikes on his shoes?
A. I didn't see spikes, no.
Q. So is he cutting the branch and using the stump as a step?
A. Yes. He had some sort of belt he had wrapped around the tree. I have never done anything like that, so I -- that's not -- I have -- not that

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skilled.
Q. You have never cut a tree down the size of this one?
A. No.
Q. And you have never used any straps or belts or harnesses to ascend the tree?
A. I wouldn't climb into a tree like that, no.
Q. Now, I mean, you're watching him do it?
A. It looks scary.
Q. You're watching him do this?
A. Yes.
Q. How many branches do you think he cut, I mean, up to this point where --
A. (Interrupting) There was a lot of branches. I mean, I was surprised how many branches are on a pine tree. So I can't guess the number, but there was a lot.
Q. And he's got some kind of a strap holding him to the tree, and he's using his feet as support?
A. Standing on the stumps that he had cut for it, yes.
Q. And and then the chain saw is attached to a rope of some sort?
A. Yes. He had tied a rope around the handle of the

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chain saw and had it up in the tree with him.
Q. And is Mr. McGuire out there for this?
A. Yes.
Q. Mrs. McGuire, too?
A. At times.
Q. Are they doing anything other than watching him?
A. Bill was talking to me. He really liked his vacation, and he was -- he had story after story.
Q. So he's really kind of a spectator more than anything, and he's having conversations with you?
A. Both of us were, yes.
Q. He's not directly assisting David up there in the tree?
A. Bill did -- yes, exactly.
Q. Did Bill ever climb the tree?
A. No.
Q. All right. So he's about 20 to 25 feet up when he -- did it run out of gas or something?
A. I think it just died.
Q. It died. He needed somebody else to start it?
A. (Indicates affirmatively.)
Q. He didn't try to start it himself up in the tree?
A. No. He said it was dangerous. He said, "I'm going to lower it down to the ground. Start it

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for me. I'll pull it back up."
Q. You believe it stalled, and he lowered it down to have somebody else start it?
A. Yes.
Q. Did you recall him saying, "It's too dangerous to start up here on my own"? Is it just something you assumed?
A. I assumed it. I would think it would be too dangerous.
Q. So you did restart it?
A. Yes.
Q. And so when it goes up on the rope, it's running, but the blade is not turning, obviously?
A. Correct.
Q. You have to use the trigger to get the chain to move?
A. Correct.
Q. And I presume the rope is not going through the trigger area?
A. No, it's not.
Q. There is a --
A. (Interrupting) It's tied around the bar.
Q. Got you. So it gets back up to him. Does he continue on with the cutting?

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A. Yes.
Q. And what is the next involvement of any sort that you had?
A. Bill wanted to get some of the sticks that he was cutting down off the ground and into a pile so he started doing that. And then my dog went and grabbed some sticks because he sees sticks, you know. So I went over, and I was helping Bill put the sticks into a pile next to the garden. They were just laying on the ground. We were standing there doing nothing.
Q. Okay. So you were basically just helping Bill move some of the debris over into a pile?
A. Yes.
Q. The smaller stuff?
A. Well, the long --
Q. (Interrupting) The limbs?
A. Yes.
Q. And what was the plan for those, if you know? Were they going to be chipped up?
A. Well, Bill wanted to burn then. In fact, he started a fire and was burning them.
Q. Okay.
A. And somewhere along the way David wanted to save

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them.
Q. All right. So all you're doing is taking the stuff that has fallen off the tree and dragging it into a separate area at this point?
A. Yes.
Q. All right. And did Bill ask you to help, or you were just there and you decided to help him?
A. I just decided to help him.
Q. Did you at that point discuss, you know, payment for doing this?
A. No.
Q. Did you consider yourself doing him a favor by just helping?
A. Yes.
Q. Was it your plan to maybe -- had you decided at that point to take any of the wood as firewood?
A. No. I told him I didn't want it.
Q. None of it?
A. None of it. It's pine.
Q. Even the trunk of it once it was done?
A. None of it is any good for burning in a fireplace.
Q. So once you got back there and saw it was going to be a pine tree coming down, you knew you

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weren't going to be taking advantage of any of the wood?
A. Correct.
Q. It wasn't your chain saw, correct?
A. Right.
Q. What purpose other than talking to Bill did you have for staying?
A. Well, Carol talked to me about -- it was just social. Carol was talking about old people that worked at Intermatic. Bill was telling me about his vacation. And it was just talk, you know. I didn't plan on staying that long at all, but they just keep talking. I didn't have anything else to do that day, so I just . . .
Q. What day of the week was it?
A. I don't recall offhand.
Q. Was it a weekend?
A. No, it was not a weekend.
Q. All right. So you decided you weren't going to take any wood, and it was really by -- you were kind of hanging out socializing with the McGuires, if I'm understanding what you're saying?
A. Yes.

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Q. For a good portion of time?
A. Yes.
Q. At some point Bill started dragging these branches to a different area, and you lent a hand?
A. Yes.
Q. You didn't do that anticipating any payment of any sort, correct?
A. Correct.
Q. And then how long does this go on where you're moving branches?
A. Well, some time. David, he took some good long breaks. So a few hours. At least a couple. I mean, we weren't moving branches for two hours. You move them for two minutes and you're done for 20 minutes, you know.
Q. Until there is some more down?
A. Yes.
Q. Because you're not standing under there as they are dropping down?
A. Right.
Q. So it's off and on for a couple of hours you're moving these branches?
A. Yes.

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Q. At some point does David get the whole -- the whole trunk, it's eliminated with -- all the smaller branches are gone?
A. He got it pretty far up. And when he came down, he looked pretty scared. I was like "I wouldn't want to do that. I have to give it to you because I wouldn't climb up like that."
Q. Did he get all the way to the top, very top of that, 50 or 60 feet high?
A. No, no.
Q. So at some point he comes down, and there is still some of the triangular part of the tree with the branches?
A. Yes. There was a good -- better than a third of it, maybe a little more, left.
Q. So roughly two-thirds of it is free of the limbs?
A. Between a half and two-thirds, yes. Somewhere in there.
Q. And then he comes down. Is that when he falls the tree?
A. No.
Q. Did he ever cut the tree and see it fall over?
A. No.
Q. Did you get injured before that happened?

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A. Yes.
Q. So he comes off of the tree having cut down half to two-thirds of the limbs?
A. Uh-huh.
Q. Right?
A. Uh-huh.
Q. Is that a yes?
A. Yes.
Q. All right. And then during that period of time while he was up there, that is when you and Bill were dragging some of these branches over to a different area?
A. Yes.
Q. And at what point is it that you're involved in any activity which resulted in your injury?
A. When David came down, he took a good long break. He was tired. He was climbing the tree. He was tired. I think he ate something for lunch. I was offered a pop. You know, I sat there and drank a pop, was playing with my dog. After lunch Dave went back over there to do some more work. He started trimming on the tree next to it. Wasn't even the same tree. Same thing, taking off the lower branches. And it was when

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he was doing that, when he was done with trimming that tree, that is when he asked me to come over and hold something for him.
Q. So after lunch he stopped working on the tree that you saw him work on all morning, correct?
A. Uh-huh.
Q. And started working on an adjacent tree?
A. Uh-huh.
Q. He was at ground level again just cutting off branches?
A. Uh-huh.
Q. That was the first time he directly asked you for help?
A. Yes -- well, other than start the chain saw earlier.
Q. Yes. So up until that point in time I take it you had not offered David any thoughts about how to proceed with the tree trimming, whatever he was doing? You're just watching?
A. Yes.
Q. You didn't offer him any comments on how to do this, the way he was going about getting this stuff done?
A. I have never seen it done, that big of a tree

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like that, no.
MS. FREEMAN: Just answer the question.
A. No.
Q. All right. So now David needed some help with something. What was it, as you recall? What did he need help with?
A. He had accumulated a very large pile of, you know, the long pine branches. He asked if I could help him for a few minutes. I said sure. He says, "I need you to hold these while I cut off the things on them." And he showed me what he wanted, showed me where to stand. And I said, "Yeah, I can do that," you know. And -- yes.
Q. All right. So I guess from what I envision, he's cut all of these limbs off of that pine tree. Now there is a big pile of them; one you guys weren't able to move, you and Bill?
A. He had another pile from the tree right next to it, yes.
Q. And what was he going to do? Trim some of the smaller branches off the limbs?
A. That's what he wanted to do. He wanted to save the center part for firewood or something like that for campfires or something. I don't know.

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Q. So by cleaning off the smaller branches, then there would be some logs that could be cut up that would be suitable for firewood?
A. Correct.
Q. Did you and he actually -- did he tell you what his plan was or what he was going to do?
A. He told me exactly what to do. He knew what he was doing. You know, seemed that way to me.
Q. And he told you what he wanted you to do?
A. Yes.
Q. And what did he tell you to do?
A. Took the branch, pull it over here so it's away from the rest of them. Hold the one end up, and he would cut the smaller stuff off the other end. And when that was done, put it down, grab the next one, put it up and -- you know, yes.
Q. So I'm understanding, you're taking a limb that had been cut off the tree, you're holding it upright?
A. No.
Q. No?
A. Can I do -- I don't know how it translates.
Q. We'll explain it on record. But if that straw will help you orient us as to what you were

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doing --
A. (Interrupting) The branch would be like this (indicating) to the ground.
Q. All right. So the heavier -- the thicker part of the branch is laying on the ground?
A. Actually, the thinner part was. That is the way he wanted it.
Q. So you're holding the heavier part of the limb?
A. Yes.
Q. The long part of it?
A. Yes.
Q. And he's trimming off the smaller branches?
A. Yes.
Q. Off his limb?
A. Yes.
Q. Does he start at the end and work his way closer to you?
A. Yes.
Q. And how long are these limbs?
A. They're pretty long. I would only be able to guess. I would have to say 20 feet. Pretty big. Especially the lower ones off the pines, you know.
Q. Okay. So how many of these things do you think

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you were able to accomplish before you were injured?
A. We did quite a few.
Q. And are you able to quantify that in any way? More than one, obviously?
A. Yes. More than a few. Maybe a few dozen. Maybe a little more. We did it -- you know, we did that for about I would say a good -- you know, it was a while. I don't know exactly. I didn't have a watch.
Q. Are we talking a half hour or more?
A. Yes.
Q. All right.
A. It wasn't --
Q. (Interrupting) A dozen? At least a couple of dozen of these things you have gone through this process trimming all these branches off in the way he told you to do it, you hold the end and he's going to work his way up?
A. Right.
Q. Once all of those little branches are off there -- is it kind of a longer log?
A. Yes.
Q. Did he then cut that into smaller pieces?

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A. That's what he wanted those for is to cut it in smaller pieces.
Q. Did he do that task, too, each time you --
A. (Interrupting) I think he did the first few, and then we just started taking the other ones, the longer things off. He dictated what he wanted. Some of them he wanted -- you know, he wanted to see what he could get out of it first.
Q. All right. So the first couple you trimmed the branches up and then cut them into smaller logs immediately?
A. Yes.
Q. Did you hold the longer limb as he cut it into smaller sections?
A. No. He had set up a -- from the apple tree he set up two logs and was able to set it on there and just (indicating).
Q. So you didn't hold the log as he was trimming them into smaller pieces?
A. The middle part, no. I was there when he took off the little pieces.
Q. So the first couple of these he trimmed it down and then immediately made them into logs?
A. Yes.

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Q. And then after a while he decided he was going to trim all the branches off while you were there to help?
A. Yes.
Q. And you were doing it with a couple of dozen of these before you got hurt?
A. Yes.
Q. All right. So he told you how he wanted -- he basically told you he wanted you to hold the end --
A. (Interrupting) Yes.
Q. -- while he trimmed those up?
A. Yes.
Q. And did he tell you to do anything other than stand there and hold up the one end?
A. When they were done they had to be put over here and then grab a new one, you know, bring it over to this spot so he could start again.
Q. He would stay there, and you would drag the log to a pile and then drag a new branch over?
A. Yes.
Q. Prior to undertaking this trimming did he offer you any instructions beyond "Here, hold this"? Did he say, "Keep your hands free. Stay away"?

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A. He said, "Stand here. Hold it here and don't move." He said don't allow it to move because it would roll, you know, so you had to hold it tight.
Q. So other than telling you where to stand and how to hold it and not let it spin, did he give you any warnings that were safety-oriented like "Keep your hands free. When I get close to you, keep your hands to you," anything --
A. (Interrupting) No.
Q. Anything about that -- obviously, to the point you got hurt, did anything about that task concern you from a safety standpoint?
A. He was far enough away from me it wasn't . . .
Q. So up until you were actually hurt he kept a certain amount of distance away from you?
A. Yes.
Q. How close was the nearest he got to you prior to when you got hurt?
A. Maybe three or four feet, maybe five feet, somewhere in there. There was a good chunk of those branches that were next to the trunk that didn't have anything on them, you know. They didn't have the growth. The growth was out in

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the ends.
Q. All right. And during this 20 or 24 more limbs that you guys trimmed up before you were hurt, was Mr. McGuire out there?
A. Yes -- wait a minute. I was working, so I wasn't paying attention at that point. I was helping hold the limb. You know, I was paying attention to what I was doing. I stopped paying attention to Bill and Carol, so I don't know where they were. You know, I know they were coming in and out of the house.
Q. Okay. So whether they were there or not during the trimming part you're not sure?
A. Yes.
Q. It could be? Maybe not?
A. Yes.
Q. That being the case, I take it you don't recall either one of the McGuires intervening, saying, "Hey, that doesn't look safe," or "Be careful," or anything like that during the trimming part?
A. No.
Q. And you recall Mr. Gagnon telling you where to stand and how to hold the branches. Did either of the McGuires give you any instructions during

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that phase of the job?
A. No.
Q. Did you at that point believe you were taking instruction from Mr. Gagnon?
A. Yes.
Q. You were doing what he told you to do?
A. Yes.
Q. Did you think you were taking instructions from the McGuires at that point?
A. They didn't say much.
Q. And the entire time you're trimming -- during this phase where the branches are being trimmed off the limbs, I take it Mr. McGuire wasn't there helping you holding these limbs?
A. No. We were -- it was getting into the afternoon after -- like after lunch, and I think he was getting tired. That is the way I feel. He was older.
Q. The particular phase of the project, the trimming of the limbs, that was you and Mr. Gagnon?
A. Yes. I remember Mr. McGuire saying that he wanted to burn the limbs, and David wanted to save them.
Q. And at no time that day did you run the chain

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saw?
A. I started it.
Q. But you didn't run it --
A. (Interrupting) No.
Q. -- and apply it to any limbs or logs?
A. No.
Q. All right. Why don't you get to -- we have got to the dozen or two dozen or so of these limbs before you were hurt. Tell me, as you can recall, what happened.
A. Do you mean the actual incident?
Q. Actual incident. You have done a couple of dozen of these without incident?
A. Right.
Q. And then what happened?
A. He walked towards me, and the chain saw came up, and it cut me. I tried to get out of the way, but . . .
Q. Were you guys actually working on trimming a limb at that point?
A. I was holding a limb up, yes.
Q. You were holding a limb?
A. Yes.
Q. With which hands?

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A. My right hand.
Q. So you're able to hold these with one hand up in the air?
A. They were only this (indicating) -- you're talking logs. I call them sticks.
Q. Okay. I didn't ask that question so I'm glad you clarified. The limbs that we're talking about, what was the diameter on average?
A. The side that I was holding?
Q. Yes.
A. Maybe -- I don't know what you consider that (indicating). Three inches. Your guess is as good as mine.
Q. Okay. Well, it's certainly not the full width of your fingers?
A. No. I can hold it with one hand.
Q. It's about the width of a pop can -- diameter width of a pop can?
A. Coffee cup there, yes.
Q. They were like three to four inches?
A. Yes.
Q. And that was how all the other ones were, too?
A. Yes.
Q. And then you were strong enough, and at least at

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that point you were healthy enough to hold it with which hand?
A. Right here (indicating).
Q. Right.
A. Right.
Q. And you're right hand dominant?
A. Yes.
Q. So you could hold those out?
A. Yes.
Q. And so you would hold it kind of horizontally, and the rest of it would stretch out towards Mr. --
A. (Interrupting) Yes. Go down along the ground there.
Q. And then you say Mr. -- you described it as Mr. Gagnon walking towards you with the chain saw and then you just got cut. Can you elaborate on that a little bit? He didn't just -- you were actually -- he was actually working on trimming a tree branch, correct?
A. Yes.
Q. And so I take it he was trimming, getting closer and closer to you?
A. Before it, yes.

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Q. Before you got hit with the saw?
A. Yes.
Q. And I take it unlike the other branches, there may have been a branch closer than the four to five feet?
A. No. He stopped cutting the limb, chain saw went down, went to idle. You know, he walked toward me, and I thought he was going to say something like next instruction, what to do, okay, and I don't know what he was thinking or what he was doing or what, but the chain saw started coming up, and the gas went on, and I tried getting the hell out of the way and -- yes.
Q. So it wasn't during a cutting process that you were hurt?
A. Yes, you're right.
Q. He disengaged from trimming the branch, if I'm understanding your testimony, and the chain went into an idle position?
A. The motor went to idle.
Q. And the chain is not even moving, and he's holding it down to his side?
A. Both hands.
Q. With both hands. But the chain is not moving?

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A. Yes.
Q. And he closes the gap between you and him in terms of space?
A. Right.
Q. And you were still holding the branch at this point?
A. Yes.
Q. And somehow the chain, it gets activated?
A. When I heard the chain saw, the motor speed up and I saw with my eyes it start to come up, I dropped the branch, tried to get the heck out of there because it's coming up between me and the branch. "What the fuck are you thinking?" I don't know how to say -- you know, I screamed. Whether he was going after something he thought he saw coming off the branch, I don't know.
Q. Okay.
MS. FREEMAN: Wait for a question.
Q. So you're holding the branch with your right hand just like you had done on the two dozen or more before. He's trimming branches off this thing and stops trimming, correct?
A. Yes. He was done.
Q. And then he --

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MS. FREEMAN: (Interrupting) Wait until he finishes.
Q. And he then walks toward you holding the chain saw in a position where he might be able to cut if the chain was moving?
A. It was pointed downward.
Q. Pointed downward?
A. Yes --
Q. (Interrupting) But the chain is not moving --
A. -- towards the ground.
Q. The chain is not moving?
A. Right.
Q. And he gets close enough to you to reach you, obviously?
A. (Indicates affirmatively.)
Q. Then you hear the chain saw, the rpms ramp up?
A. Oh, yes.
Q. And when you heard it ramp up, was it a concern of yours that the chain might be moving at that point?
A. It was an instant high alert on my part, yes.
Q. Did you see the chain saw blade with the chain moving at any point before it made contact with your arm?

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A. Oh, yes.
Q. So you heard it ramp up in terms of rpms and looked?
A. Oh, yes.
Q. Are you still holding the branch at this point?
A. I was letting go.
Q. And as you hear the thing fire up, you turn to look at it, correct?
A. I was looking at it while I was watching him. You know, I never turned away.
Q. And so it's pointed down, and then the rpms ramp up, and you see the blade coming toward you?
A. Uh-huh.
Q. And you let go of the tree?
A. Yes.
Q. But the blade, nonetheless, still makes contact with your arm?
A. Yes.
Q. Did it ever make contact with the tree branch?
A. No.
Q. From your vantage point was it -- well, strike that. Did Mr. Gagnon tell you what his plan was when he got near you and turned the saw on and had lifted the blade toward you?

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A. I had no idea, and I went into panic mode.
Q. All right. And so I think you said you had released the branch before the saw came in contact with your arm?
A. (Indicates affirmatively.)
Q. Is that right?
A. Yes.
Q. And did you turn your body?
A. Uh-huh.
Q. Describe for me this point in time where you see this blade coming up with the saw moving and all of a sudden -- and then at that point where your arm is hit. What did you do?
A. I let go of the branch, and I tried bringing my arm up and away from the saw blade and out and around to get away. It was coming right up, you know, and it was coming up. It was fast.
Q. All right. So you tried to get your arm out of the way. The blade is coming up, but you didn't get it away fast enough?
A. Obviously got it away enough to keep my hand and my arm. I'm lucky to have that.
Q. And then at this point where your arm is actually injured, do you believe that either one of the

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McGuires was present to see that?
A. No. I know they weren't. They said they weren't.
Q. All right. So if I'm understanding your testimony then, at the time the blade made contact with you, you were not actively assisting him by holding a branch? You had, in fact, released the branch?
A. Oh, yes.
Q. And there was no dialogue from Mr. Gagnon as he approached with the blade as to what his intention was at that point in time where the saw became I guess --
A. (Interrupting) Pointed downward.
Q. -- pointed downward and began moving upward?
A. Right.
Q. There was no statement out of him at all?
A. No. I was looking to see if he was going to say something to me because it looked like he was approaching me to say something; he wanted me to do something else, or, you know, I thought there was an instruction coming.
Q. But ultimately there was no additional comment made by him prior to the rpms on the chain saw

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ramping up and the blade coming up toward you?
A. Correct.
Q. And so this isn't a situation where the blade and the saw -- I'm sorry -- the blade and the chain made contact with the branch and kicked it toward you?
A. No.
Q. This isn't a situation where the blade was cutting through a branch and caught the very tip of the saw and fired back at you?
A. No, it's not.
Q. There was no cutting actually involved of a branch when you got struck with the blade?
A. Correct.
Q. After this happened did you ask Mr. Gagnon what he was trying to accomplish at that point in time?
A. After I screamed my head off, that was the first thing that came out of my mouth was -- excuse the expletive -- "What the fuck are you thinking?"
Q. Did he have a response for you?
A. He became immediately I think distraught would be the word, confused. "Oh, my God." Panic, yes.
Q. So he didn't make any comment to you about what

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he was trying -- the task he was trying to accomplish? It was more shock and stunned about this scene having happened?
A. Yes.
Q. Since that point in time where you got hit with the blade and now did he ever tell you in his words what he was specifically trying to do at the time this happened?
A. In the emergency room he used the word kickback, but I didn't understand what he meant or how, you know. And they are going in to sew me up and put the muscles back together, you know, as best they can. I don't know what happened there.
Q. All right. So you definitely recall him in the ER using the phrase kickback?
A. Yes.
Q. All right. But from your vantage point this idea of a kickback, it wouldn't have anything to do with a kickoff of a branch or a log or a limb that was being cut?
A. No. It had nothing to do with that.
Q. And you didn't see the saw come onto a tree branch, that tree branch you were dropping, and then kick toward you? You didn't see that?

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A. No.
Q. So he may have a different version of what kickback means, but the kickback definition or your impression of a kickback that you described earlier, that is not what you recall happening?
A. Correct.
Q. If I'm hearing what you're saying, he might have been trying to get toward that branch to cut it but he never got there? He got to your arm before he made any contact with the tree?
A. Well, I was holding the end of the branch. There was no branch beyond my hand.
Q. And that's what I'm getting at is from your recollection of what went down, regardless of what his intentions were, he lifted up the chain saw, the rpms ramped up, and the chain is moving. You tried to get out of the way of the blade, but you were not able to get out of the way in time?
A. Correct.
Q. That is what happened?
A. Correct.
Q. And other than him mentioning something about a kickback when you're in the emergency room, as we sit here today have you ever discussed the

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dynamics of what happened in a situation where he explained what he was trying to do?
A. Of course I asked him, and I don't remember at what point I asked him, and he could never explain it. He just (indicating). You know, I don't think he knows. I honestly don't think he knows.
Q. So as you sit here today, regardless of how many times you asked him -- and it's more than once, I take it, correct?
A. Oh, yes.
Q. In your mind, he's never articulated specifically what he was doing at the point in time where the blade made contact with your arm?
A. Correct.
Q. Other than referencing a kickback in the ER?
A. Yes.
Q. Okay. With respect to the McGuires, at what point in time was your first notice that Mr. McGuire or Mrs. McGuire were aware of you being potentially hurt?
A. Immediately. They heard me scream.
Q. Okay. Do you believe they came from inside the house?

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A. Yes.
Q. And when they came out, was there any discussion between you and Mr. Gagnon about what had happened?
A. No.
Q. Would it be fair to describe the post injury part on the premises as being more concern about how you were doing than what happened?
A. It was pretty important to me.
Q. Right.
A. Yes, it was very important. Carol was very concerned. She come out yelling. "I heard it. I knew my son cut you." She came out screaming, you know, and -- yes -- yes.
Q. Did either of the McGuires ever make any comments to you to suggest or pursuant to which you formed the impression that they saw what happened?
A. No. They said they didn't. She said she heard it. She heard the screams. She heard what was said right after. She heard all of that. She was right there in the kitchen.
Q. She heard the screams, and her thought was somebody was cut?
A. (Indicates affirmatively.)

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Q. How soon after this happening did you move on to the emergency room?
A. I don't know timewise. I was in shock. It seemed like it took forever. So I can't tell you whether it was five minutes or ten minutes. I am not capable of doing that for you. I can tell you that I started giving orders at that point. First time all day. And I needed a towel, I needed something to put on it, I needed to tie it off. We needed to go to the emergency room now, and there was no waiting.
Q. So once you got hurt, you became more focused about getting the care you needed?
A. Yes.
Q. Up until --
A. (Interrupting) I was quite vocal.
Q. Up until the point where you were cut with the chain saw had the situation ever turned from a volunteer situation like you described early on to an employment situation were you thought you were going to be compensated?
A. No.
Q. Did the McGuires ever promise to pay you anything?

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A. No.
Q. Did Mr. Gagnon ever tell you he was going to pay you anything?
A. No.
Q. Did he ever make any comment to you that he was being paid to get this done by his parents?
A. He did say he was getting something for it. I don't know what. I don't know the terms. I remember something in there he was referring to he had to do this because he owed his mom money or something. I don't know.
Q. And I take it Gagnon didn't promise to share payment he may have been receiving with you?
A. No.
Q. Did you consider yourself a volunteer out there?
A. Yes.
Q. But obviously you felt you were taking directions from Gagnon but you were volunteering?
A. Yes.
Q. You didn't expect to get anything out of this?
A. No.
Q. Certainly not an injured arm?
A. Definitely not this, no. Maybe a pop, you know.
Q. All right. So we have all of your medical

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records but I want to go through this a little bit. At the emergency room they evaluated your arm, correct?
A. Yes.
Q. They cleaned out the wound?
A. Yes.
Q. Did they do some X-rays at the ER?
A. Yes.
Q. Did they tell you that it didn't reach the point where it hit any of your bones?
A. No, it did not.
Q. Initially was it the impression, as you understood it, that it was a tear through the skin and into the muscle?
A. Yes.
Q. There was no belief there was nerve involvement initially?
A. You know, once they gave me the painkiller, I don't -- I was in la-la land.
Q. To the best of your understanding, did they do anything else in the emergency room other than clean it and then stitch it up?
A. Yes. They did the stitches and closed it up and, you know, X-rays. I don't remember what all.

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Q. In the emergency room did they have you use your hand and move it to see if you were still functioning?
A. Yes.
Q. And was it still functioning at that point?
A. Parts, yes. They didn't really check it. I did that. I wanted to know what would work, and I am moving my hand around to see what is going on. And once the pain medicine they gave me kicked in, you know, I was able to move a little bit but not a whole lot.
Q. Once the pain medicine kicked in, I take it the injury itself felt a little better?
A. Oh, I went (indicating). It was --
MS. FREEMAN: (Interrupting) Just answer the question.
Q. It did?
A. Yes.
Q. And then how long was it before -- well, strike that. Eventually did you have to go somewhere and have the stitches out?
A. Yes.
Q. And who did that?
A. Dr. Sek.

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Q. Where is Dr. Sek?
A. He's right here on Elm Street.
Q. He's still operating here?
A. I have known him since I was five years old.
MS. FREEMAN: Just answer the question.
Q. We have sent a records request for him several times and there has never been a response. He's still working here somewhere in McHenry?
A. Yes.
Q. He took the stitches out?
A. Yes.
Q. Over the first month or two or three did you do any physical therapy?
A. I was told by Dr. Sek give it some time, it's going to take time. He did not send me to physical therapy or anything else.
Q. And I know from the record that, as you have explained already, when you tried to use the computer, that you continued to have some symptoms with the right arm and hand even after I guess the laceration had healed?
A. Right.
Q. All right?
A. Right.

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Q. And even today you're still having problems?
A. Yes.
Q. Sometime I think later in 2011, maybe it was early 2012, you had an EMG study done on your right arm?
A. I think I had a few of those.
Q. Nerve conduction study?
A. Yes.
Q. And there was something done early on with the Shoulder to Hand Clinic, Dr. Talerico or something like that?
A. I remember Talerico. I did go see him.
Q. That doctor had evaluated the EMG study, and he evaluated you, didn't feel there was any nerve impairment. Do you recall that?
A. He said -- well, I left Dr. Talerico because I don't think he knew who he was talking to. He started yelling at me about asking for pain medication, and I never even got anything from that man ever in my life. And I left seeing him because I don't think he -- there was something wrong there. And I only saw him twice, and I was out of there.
Q. Do you recall him giving the opinion that he

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didn't think there was anything surgically he could do for you?
A. Not at that point. He did say time will tell.
Q. Okay. And then you left Dr. Talerico?
A. Yes.
Q. And did you go somewhere else?
A. Yes.
Q. Because my records stop at the very beginning of 2012.
A. Dr. Sagerman.
Q. Where is Dr. Sagerman?
A. I gave you his address earlier, or his place, Vernon Hills.
Q. Oh, that's right. And when did you start seeing Dr. Sagerman?
A. I don't remember the date. I'll be honest with you.
Q. He was after Dr. --
A. (Interrupting) Talerico.
Q. -- Talerico?
A. Yes, yes.
Q. All right. And then did Dr. Sagerman do anything for your right arm different than what Dr. Talerico did?

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A. He continued the physical therapy.
Q. All right. And anything beyond the physical therapy?
A. He ordered up a new EMG.
Q. And then what?
A. More physical therapy. It was a lot of physical therapy.
Q. Has anybody done any surgeries on your arm?
A. Yes. He did.
Q. When did he do that?
A. July of this year.
Q. As you understand it as the patient, what did Dr. Sagerman do to the right arm?
A. Removed a ton of scar tissue, he said. And he said -- and what they call -- it's a neurosis or -- I don't know the words he used.
Q. I don't know either. I don't have any of these records.
A. Okay.
Q. So there was some kind of a surgery. Which parts of your arm did he work on?
A. Forearm and the elbow.
Q. All right. And that was in July?
A. Yes.

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Q. Have you had any more surgeries since then?
A. No.
Q. Are there any planned?
A. No.
Q. Are you still doing physical therapy?
A. Not for my right arm anymore but for my left.
Q. How is the right arm now since this procedure done by Dr. Sagerman?
A. It's better in the sense the pain level is down.
Q. Okay. Same; the pinky, the ring finger and the thumb?
A. Those are the most affected, yes.
Q. What about the index and the middle fingers? Are those impacted as well?
A. Yes.
Q. Are the ones that are affected the worst the pinky, the ring finger and the thumb on your right hand?
A. All of the fingers are affected in the sense of a grip. The ones that feel numb are the pinky and the ring finger.
Q. So there is a weakened grip overall?
A. Oh, yes.
Q. And then the pinky and the ring finger are numb?

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A. Yes.
Q. Earlier on you described the pain that was with the tendinitis, the forearm and everything. Is the forearm implicated on the right?
A. On the right?
Q. Yes, in terms of pains or sensation?
A. I get a pain right next to the bone. There is a big lump of scar tissue, you can feel it, and it hurts there when I try to grab too much stuff that is heavier or anything with weight.
Q. So if you strain the right arm, you will realize some pain right where the laceration was?
A. Yes, it will burn a little.
Q. So then with respect to the right arm, you described the numbness in the pinky and the ring finger, a weakened grip and then occasional shooting pain where the laceration was with heavy strain. And what else do you notice about the arm today, the right arm?
A. You play with the scar tissue ball that is forming in there, and it burns under the elbow. It's like a direct link. If you pinch it, it's (indicating).
Q. And is there any further recommended treatment

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for the right arm or any of the symptoms that are lingering?
A. Yes. I am on medication for it.
Q. What do you take?
A. Gabapentin.
Q. Is that an anti-inflammatory or pain med?
A. It's a type of pain medication, I believe.
Q. Okay. Besides taking that, anything else?
A. I take an anti-inflammatory.
Q. Is that for the left arm or the right arm?
A. It's all right. I take -- I'm trying to think now. Well, I have, in case I need it, and I try not to take them, but Tramadol and hydrocodone, but I try not to take those.
Q. Okay. So that's the medicine that you're still taking. Is there anything -- and there is no physical therapy with respect to the right arm currently?
A. No. We're pretty much done with that.
Q. And then in terms of function, you have mentioned there is weakened grip?
A. Yes.
Q. And you have the numbness in the pinky and ring finger. What other limitations can you

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appreciate with respect to the right arm?
A. Pinky.
Q. What about it?
A. It wouldn't go in.
Q. So you can't --
A. (Interrupting) I can't (indicating).
Q. You can't move the pinky so it abuts the index finger?
A. Or the ring finger.
Q. The ring finger?
A. Correct.
Q. And anything else? Do you still have the full range of motion in your hand?
A. Yes. As long as I do it controlled and slow. If I start forgetting and -- you know, because I feel good and I start doing things fast, it's like all of a sudden I'll get -- it will burn here (indicating), burn under here (indicating), and it will like pang all the way down. It will start tingling real bad again.
Q. So in terms of the shoulder movement, fine?
A. Shoulder is fine.
Q. Elbow movement fine?
A. No. The elbow is a bit sore. I think it's

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because of the surgery he did in there. He had to do a nerve release or something. It was tight.
Q. And did the doctor tell you whether that nerve release in the elbow was somehow related to the injury to the mid forearm?
A. He said that it's natural. You know, the way he explained it to me, it tore through the middle. It's not a cut, it's a tear. Things got pulled from both ends, you know, and that's the next spot that will be affected from the pull. So that's the way it was kind of explained to me. He said it's natural with what happened, with this type of thing that happened.
Q. Okay. The elbow is sore when you're moving it. Is that all the time or just periodically?
A. It's sore pretty much all the time.
Q. And you can still move it in all directions, though?
A. Yes. As long as I'm careful.
Q. And then the hand, with respect to the movement of -- it is a weakened grip, but in terms of moving it, with the exception of the pinky, it still moves the same?

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A. Yes, yes. The pinky and the ring finger and the thumb is -- I have a problem with the thumb coming in here (indicating). Not like this (indicating), but this way (indicating). And my hand shakes.
Q. Has the doctor told you -- that would be Sagerman -- when you can expect any further improvement, or is this what you're going to have?
A. He said nerve damage takes a long time to heal especially as we get older. He wouldn't rule out a full healing. He wouldn't say I was going to be stuck like this forever. He just said time will tell.
Q. So we don't know yet, and he doesn't know for sure?
A. Right.
Q. I'm going to show you what I'm going to mark as 2.
A. He knows more about it than I do.
MS. FREEMAN: There is no question pending.
THE WITNESS: Got you.
Q. I think I know the answer to this, but this is medical expenses as of March 19, 2012, $7,333.04.

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There is more medical expenses we don't have?
A. Right.
Q. The surgery in July and the physical therapy and --
A. (Interrupting) Yes.
Q. I take it you're making a claim for the tennis elbow as well?
A. You know, they tell me it's a natural part of it because of the not using this arm (indicating) and using this thing (indicating) for everything from drinking to driving to everything that I do. And they -- yes.
Q. So there may be expenses associated with the left arm that we don't have?
A. It's a result of.
Q. You have had medical expenses for the treatments and care of the left arm?
A. Yes, minimal.
Q. We don't have those as part of this as well, correct?
A. Right.
Q. I just want to go through some photos here. This is a photo of your arm after the chain saw injury, obviously, correct? 2A?

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A. This is a long time after, yes.
MR. BARCH: Now I need to make that medical expense summary Exhibit No. 3. Sorry.
(Exhibit No. 3 marked for identification by Mr. Barch.)
MR. BARCH: I shouldn't have premarked the other ones.
Q. The other questions I was asking you when I was referring to Exhibit 2, it's now 3. The answers would be the same? We don't have all the medical expenses?
A. Right.
Q. 2A, that is your forearm after the chain saw injury?
A. Yes.
Q. Is that how it looks today?
A. No.
Q. What is that --
A. (Interrupting) No.
Q. What is going on now?
A. It's now got a scar that crosses it where they went in.
Q. Okay. So that is the second surgery, though?
A. Yes.

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Q. The second procedure. So these are all pre --
A. (Interrupting) Pre the July surgery, yes.
Q. The July, 2012. This is what it would have looked like, I take it then, had you not had the additional surgery?
A. Correct.
Q. Same thing with 2D and 2E?
A. Yes. These are all from pre.
Q. Now we go over to 2F. There is an additional photo with some more of I guess an incision that runs up and down your forearm?
A. Yes.
Q. And there is also one -- that's the July, 2012 stuff?
A. Yes.
Q. You have scars now on your arm from those as well?
A. Yes.
Q. 2F, G, H show the arm after that July, 2012 surgery?
A. Correct.
Q. What is I? This came from your counsel, too, 2I.
A. That's David.
Q. That's Mr. Gagnon?

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A. Yes.
Q. Where is this?
A. That's at his home.
Q. When did you take that?
A. That phone conversation you asked me I talked to him about, I went up there to get his address for his house for Hans, and he was outside.
Q. Oh, so when your attorney needed his address, you went up there to get it?
A. I knew where he lived. I didn't know the address, so I just drove past.
Q. And did you shoot this from the car or something?
A. As I drove by the house, yes.
Q. Did he know you were taking that?
A. Yes. I showed it to him.
Q. And then I guess 2J, this was just part of the records. Is this before the second -- before the July surgery or --
A. (Interrupting) This is the X-ray from the emergency room.
Q. Okay.
A. Kind of shows --
MS. FREEMAN: (Interrupting) There is no question pending.

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THE WITNESS: Sorry.
MR. BARCH: I think's all I have for now.
EXAMINATION BY MR. ACCARDO:
Q. For your left arm and left elbow, you had injured those before 2011; is that right?
A. Excuse me?
Q. You had injured your left arm and your left elbow before 2011?
A. Correct.
Q. And that was in a car accident?
A. Yes.
Q. And that took place when?
A. Ten years ago.
Q. What type of injury did you suffer in that car accident?
A. I suffered a broken neck, and I had to have an ulnar nerve transposition done.
Q. Okay. And where was that done?
A. That was done I think late -- what did they call that? That was a long time ago at the hospital, Lake Forest Hospital.
Q. Do you remember which doctor performed that?
A. The same doctor.
Q. The same doctor as what?

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A. Sagerman.
Q. Okay.
A. That's why I knew him.
MS. FREEMAN: Just answer the question.
Q. And after the surgery after the automobile accident about ten years ago did you still have trouble with the left arm?
A. Still do today.
Q. From the time of the car accident up until the time of the accident with the chain saw in June of 2011 did you have trouble with the left arm and the left elbow?
A. Yes.
Q. And has that changed since the accident in June of 2011?
A. Yes.
Q. How so?
A. The other side of the elbow hurts.
Q. Okay. Which side of the elbow hurt before?
A. This side (indicating) was from the car accident. It's like the funny bone.
Q. We're talking about more of the inside of your elbow?
A. Yes.

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Q. All right.
A. Where this is out up here (indicating).
Q. Okay. And by "out here" (indicating), you're talking about the outer part of the elbow?
A. Yes.
Q. You still have trouble with the inner part of the elbow?
A. Yes. Cold days.
Q. The time when you were working with David on the apple tree --
A. (Interrupting) Yes.
Q. -- was that the only time you had worked with him where there was a chain saw involved before June of 2011?
A. With him with the chain saw, yes. There was a tree down in the front yard, but I don't know who did it. I assumed he did.
Q. I'm just talking about you working with him with the chain saw before 2011.
A. Yes.
Q. Was it just the apple tree?
A. That was it.
Q. During the cutting of the apple tree did you have any criticism with the way that David used or

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employed the chain saw?
A. No.
Q. And before the accident the day you were cutting down the pine tree did you have any criticism with the way David was using or employing the chain saw?
A. No.
Q. Was there any alcohol involved in the June, 2011 incident?
A. Possibly on Bill's part, Bill McGuire, but neither of us.
Q. Not on David's part?
A. No.
Q. Any reason to believe that David was under the influence of any type of drugs or alcohol at the time of the accident?
A. No.
Q. At any point before the actual accident took place when you were cutting down the pine tree did you express any displeasure or any concern over the process that David had set up for trimming the limbs?
A. No.
Q. You didn't see any problem with it?

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A. He seemed like he knew what he was doing.
Q. My question to you was did you see any problem with it, though?
A. No. I wouldn't know.
Q. Now, I just want to go back to right before you got cut and talk a little bit about the saw because I am a little confused. When David started walking towards you, was the chain still going or had it already been put into idle at that point?
A. He was cutting, stopped, came up, took the finger off the trigger because the whole thing went down, you know -- I think it stopped. The chain pretty much stopped.
Q. Okay. And then he starts walking toward you?
A. Right.
Q. And at any point did you see his finger hit the trigger?
A. I didn't see his finger hit the trigger, no.
Q. You just heard?
A. Yes.
Q. And then you saw the chain --
A. (Interrupting) Yes.
Q. -- start to speed up?

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A. Yes.
Q. Or you actually saw the chain engage?
A. Yes.
Q. Okay.
A. Start to move.
Q. About how much time elapsed from the time he put the saw into idle or took his finger off the trigger until you heard or saw the chain engage again? Was it just a matter of seconds?
A. Yes, it was seconds.
Q. And then about how much time elapsed from the time you saw or heard the chain engage until the time you were actually cut?
A. Split seconds. It came fast.
Q. After the chain or saw engaged right before you were cut, did you see David move in any particular way?
A. Say that again. I lost you in the middle.
Q. After you saw the chain and the saw engage before you were cut, did you see David's body move in any particular way? Did you see any type of jerking movement or anything like that?
A. No. He started walking towards me.
Q. But at some point I think you said you saw the

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saw coming up?
A. Yes.
Q. Okay. How high was the saw when it cut you?
A. It was my eye height. My eyes.
Q. And how was David holding it at that point?
A. (Indicating).
Q. Okay. You're showing me --
A. (Interrupting) Saw pointing up.
Q. Saw pointing up. One hand would have been on the bar?
A. Yes.
Q. The safety bar?
A. Yes.
Q. And then the other hand where?
A. Down on the trigger.
Q. Okay. And the actual saw was pointed straight up in the air?
A. No. It was maybe a 45 it went to.
Q. When you heard and saw the chain engage, where was the saw pointing?
A. Down toward the ground at about a 45.
Q. So from the time you heard or saw the chain engage up until the time you were cut, David moved it from about 45 degrees to the ground up

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pointing towards the sky about 45 degrees?
A. Yes.
Q. And how would you describe the manner in which he did that? Was that something that was --
A. (Interrupting) Just raise it.
Q. Was that something that was fast? Was it slow? Was it sudden?
A. It was very sudden and fast.
Q. Did it look like he had lost control of the saw, or did it look like he did it on purpose?
A. No, it looked like he was in control, but I don't know -- I have asked him. I don't know if he tripped over something --
Q. (Interrupting) I'm not -- I'm just asking you if --
A. -- or what. I don't know the answer to that.
Q. Okay. You said you were holding the branch with your right arm or your right hand, right?
A. Uh-huh.
Q. Okay. And you were facing with your body towards David?
A. Yes.
Q. Okay. And then when you heard and saw the chain engage, you dropped the branch?

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A. Yes.
Q. And then you I think motioned -- you said you turned your body it would have been to the right and up and away?
A. Yes. First I went up, and then I was trying to get up and out of the way because that saw blade came up to a 45, and I had to get the heck out of there.
Q. Where was your arm when it actually got cut, and in what position was it?
A. Can I stand up and show you so I can describe it?
Q. Yes.
A. It was -- I was turned like this (indicating), and it cut me right here (indicating).
Q. Okay.
MR. ACCARDO: So let the record reflect that Mr. Dulberg's right arm was basically parallel with his nose and eyes.
Q. Is that about right?
A. Yes, it was. Yes.
Q. And your body was turned about --
A. (Interrupting) I was in the middle of pivoting to get away.
Q. Okay. After the chain and the saw engaged did

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David keep walking towards you, or was it just more of a movement with his hands and arms?
A. Say it again.
Q. After you saw the saw and the chain engaged did David keep walking towards you, or was it simply a motion with his hands and arms?
A. It was a motion up.
Q. So he had stopped walking or moving towards you?
A. I think that there were still forward momentum going on, yes, because it started, and it came up -- yes, there had to be. I don't know. There had to be, though. My eyes were on the blade at that point.
Q. And now I know you said when you were in the emergency room that David said something about kickback?
A. I asked him -- the emergency room staff asked what the heck happened, and that was his response.
Q. Did you overhear what he told to the people at the emergency room?
A. Yes.
Q. What did he tell the people at the emergency room?

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A. He said kickback or something. I just don't know . He took his hands, put them on the head and put them between his knees and just stayed there and did not say nothing.
Q. Did they ask him more than once what happened?
A. Yes, a couple of times, and I just looked at the emergency room staff, and I said, "I think it's an accident. Let's just get this done."
Q. When they asked him the second or the third time what happened, what was his response?
A. At that point he had his head between his knees, and he just goes "I don't know what happened. I just don't know."
Q. At any point did you have a conversation with David in the emergency room, outside of the presentation of the emergency room personnel, about what happened?
A. No.
Q. Now, I know that when you were asked before about some discussions or attempts at discussions about what has happened from the time of the accident up until today's date, I think you sort of just -- sort of made some noises and said David did not want to talk about it. I want you to tell

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me, if you know, what specifically has David told you about what he thinks happened on the date of the accident?
A. He doesn't know.
Q. Has he offered any type of explanation as to what happened?
A. No. I think he's afraid to. I don't know.
MS. FREEMAN: There is no question pending.
Q. Why do you think he's afraid to?
A. Because I don't think he knows.
Q. As you sit here today do you think this is something he did on purpose or intentionally?
A. I think he screwed up and had a brain fart.
Q. So the answer to my question would be no?
A. Right.
Q. At any point while you were in the emergency room did you ever have a discussion with David where you indicated to him that you thought that both of you could make a lot of money off of this? Did that conversation ever happen?
A. No.
MR. ACCARDO: I don't have anything else.
MR. BARCH: Only question I have in

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follow-up -- just one.
EXAMINATION BY MR. BARCH:
Q. You mentioned that you and Mr. Gagnon were not drinking that afternoon, correct?
A. Correct.
Q. And you said Bill. I guess you're referring to Bill McGuire may have been drinking?
A. He's been known to.
Q. Okay. As you sit here today do you believe that if he had consumed beer or something that day, that that played some role in what happened to you with the chain saw?
A. It played no role.
MR. BARCH: That's all.
MR. ACCARDO: Nothing else.
MS. FREEMAN: I think we will waive signature.
(The deposition of this witness came to a close at 3:33 p.m.)

CERTIFICATE OF SHORTHAND REPORTER

I, Angela D. Oldenburg, a Certified Shorthand Reporter in and for the State of Illinois, do certify that, pursuant to the agreement hereto annexed, there came before me on the 24th day of January, 2013, at 12:17 p.m., the following-named person, to wit: Paul R. Dulberg, who was by me duly sworn to testify to the truth and nothing but the truth of his knowledge concerning the matters in controversy in this cause; that he was thereupon examined on his oath and his examination reduced to writing under my supervision; that the deposition is a true record of the testimony given by the witness and that the reading and signing of the deposition by the said witness were expressly waived.

I further certify that I am neither attorney or counsel for, nor related to or employed by any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

Dated this 28th day of January, 2013.

Certified Shorthand Reporter
922 North Lyford Road
Rockford, Illinois
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**20** 111:8
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**6**

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**7**

**7,333.04**
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**8**

**8** 3:4 86:9
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176:20

**9**

**9** 17:3 89:12
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**922** 176:19

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

| | | |
|---|---|---|
| PAUL DULBERG,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,<br><br>Defendants. | ) | No. 12 LA 178 |

**PLAINTIFF'S ANSWERS TO INTERROGATORIES**

1. State the full name, present residence address, birthdate, birthplace and Social Security number of the person answering these Interrogatories; and state PAUL DULBERG's full name, present residence address, birthdate, birthplace and Social Security number.

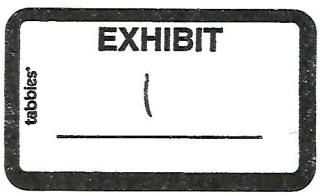
ANSWER: Paul Dulberg
4606 Hayden Ct.
McHenry
DOB: 3-19-70
SS: 323-76-4001
Born: Elk Grove Village

2. State your marital status on the date of the occurrence in question and, if married, your spouse's name and age on said date.

ANSWER: Single

3. State the full name and present or last known address (indicating which) of each person who:
   (a) Witnessed or claims to have witnessed the occurrence in question.
   (b) Was present or claims to have been present at the scene immediately before said occurrence.
   (c) Was present or claims to have been present immediately after said occurrence.
   (d) Otherwise has or claims to have any knowledge of the facts or possible causes of the occurrence to include any damages or injuries alleged to have resulted from said occurrence.

ANSWER: Plaintiff and Defendant Gagnon. McGuires were on the premises.



4. State specifically and with certainty the personal injuries and propeity damage, if any, sustained to PAUL DULBERG as a result of said occurrence.

ANSWER: Objection, requires medical narrative. Without waiving, Plaintiff suffered deep laceration of right arm with nerve involvement. Investigation continues.

5. With regard to said injuries, state:
   (a) The name and address of each treating and/or consulting practitioner.
   (b) The name and address of each hospital or clinic where PAUL DULBERG was treated and the date or inclusive dates on which each hospital or clinic rendered PAUL DULBERG service.
   (c) The amount to date of their respective bills for services.
   (d) Those from whom you have written reports. (Pursuant to Supreme Court Rule 214, please attach a legible copy of said report to the answers hereto.)

ANSWER: See attached Medical Expense Report. Additional bills and records to be obtained from Drs. Marcus Talerico (Mid America Hand to Shoulder) and Karen Levin/Mitchell Grobman (Associated Neurology), Biofora/Sagerman (Hand Surgery Associates) and Fox Lake Dynamic Hand Therapy.

6. As a result of said personal injuries to PAUL DULBERG, are you claiming any loss of income including, but not limited to, wages or salaries? If so, state:

   (a) The name and address of your employer at the time of the occurrence.
   (b) The dates or inclusive dates on which you were unable to work and the amount of income loss claimed.

ANSWER: AMS Screw Products, High View, Spring Grove, Illinois.
Supervisor: Joe Groves
Approx. $10 per hours. 40 hours a week.
Was hired but could not pursue employment due to accident.
Investigation continues.

7. State the name and address of each witness or defendant from whom you have obtained statements, indicating whether such statements are written or oral, who has possession of such statements, and pursuant to Supreme Court Rule 214, attach legible copies of any written statements hereto.

ANSWER: Gagnon gave a statement to Plaintiff's counsel and it will be transcribed and produced.

8. State the name and address of PAUL DULBERG's family practice physician.

ANSWER: Dr. Sek, 4601 W. Rt. 120, McHenry

9. State whether PAUL DULBERG was hospitalized or had suffered any illness or personal injury prior to or subsequent to the date of said occurrence, and if so, state the nature and date of each such hospitalization, illness or personal injury.

ANSWER: Prior: Last 20 years. Involved in auto accident in 2002, I suffered neck injury and left arm. Treated with Northern Illinois Medical Center and left arm surgery with Dr. Sagerman and Grobman (Libertyville).
Since: no

10. State whether PAUL DULBERG suffered any permanent scarring as a result of the accident alleged in the complaint. If so, state the location of such scar, the width and length of such scar or scars. (Pursuant to Supreme Court Rule 214, please attach any photos of any such scar to your answers hereto.)

ANSWER: Yes. On right arm. Investigation continues.

11. State whether prior to the accident alleged in the complaint PAUL DULBERG suffered any physical disability or impairment of any kind whatsoever. If so, state the nature of such physical disability or impairment and how PAUL DULBERG came to have such physical disability or impairment.

ANSWER: Yes, as it concerns my above auto accident. The degree of any disability is to be determined by my physician.

12. State the location of the alleged occurrence, pinpointing such location in feet, inches and direction from fixed objects or boundaries at the scene of the occurrence.

ANSWER: Behind the garage of the Defendant's home - as alleged.

13. State with particularity the nature of the alleged defect, object substance or condition which caused the alleged occurrence giving the exact dimensions and physical description of such including the size, shape, color, height, length and depth of such defect or object.

ANSWER: Objection, irrelevant - improperly worded. Defect is Gagnon's conduct. See Complaint.

14. State with particularity what PAUL DULBERG was doing at the time of the accident alleged in the complaint.

ANSWER: Holding a branch at the request of Mr. Gagnon.

15. State with particularity your basis for alleging that on or about June 28, 201 1, David Gagnon living and/or staying at the premises known commonly as 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois.

ANSWER: He was at his mother's residence.

16. State with particularity all the reasons why PAUL DULBERG was present on the premises known commonly as 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois on the date of the alleged occurrence.

ANSWER: Dave invited me.

17. State with particularity your basis for alleging that David Gagnon was contracted and/or hired by Defendants Bill McGuire and Carolyn McGuire to cut down, trim and/or maintain the trees and brush at their premises. as further alleged in Plaintiffs Complaint.

ANSWER: Dave told me.

18. State with particularity your basis for alleging that David Gagnon was working under the supervision and control of Defendants Bill McGuire and Carolyn McGuire at the time of the occurrence alleged in Plaintiffs Complaint.

ANSWER: He was working at their property under their control.

19. State with particularity your basis for alleging that Defendants Bill McGuire and Carolyn McGuire instructed and/or advised David Gagnon in the use of a chain saw on or before the date of the occurrence alleged in Plaintiffs Complaint.

ANSWER: It was the McGuires chain saw.

20 State with particularity any and all defects associated with the chain saw you believe or claim was involved in the occurrence alleged in Plaintiffs Complaint.

ANSWER: Unknown

21. State whether you have any information indicating or otherwise suggesting that Defendants Bill McGuire and/or Carolyn McGuire knew or should have known that PAUL DULBERG was about to assist or was assisting David Gagnon with tree cutting and/or trimming on the date and in the location of the occurrence alleged in Plaintiff's Complaint. If your answer is in the affirmative, further state with particularity the bases for your contention that Defendants Bill McGuire and/or Carolyn McGuire knew or should have known that PAUL DULBERG was about to assist and/or was assisting David Gagnon with tree cutting and/or trimming on the date and in the location of the occurrence alleged in Plaintiff's Complaint.

ANSWER: The McGuires saw me with Mr. Gagnon.

22. State whether any photographs or videos were taken of the scene of the occurrence or of the persons, objects or premises involved, and if so, state the number of photographs or videos taken, their subject matter and who now has custody of them.

ANSWER: Not on the date in question, but I will be produced photos of my injury.

23. Pursuant to Supreme Court Rule 213(f), furnish the identity and addresses of witnesses who will testify at trial and the following information:

(a) For each lay witness, identify the subjects on which the witness will testify.
(b) For each independent expert witness, identify the subjects on which the witness will testify and the opinions the party expects to elicit.
(c) For each controlled expert witness, identify:
  (i) the subject matter on which the witness will testify;
  (ii) the conclusions and opinions of the witness and the bases therefor;
  (iii) the qualifications of the witness; and
  (iv) any reports prepared by the witness about the case.

ANSWER: PLAINTIFF'S RESPONSE TO 213 INTERROGATORIES

Plaintiff will testify to all matters concerning the circumstances of the accident and injury including, but not limited to, all matters set forth in any discovery responses, affidavit, statements and/or deposition testimony, and to those matters and opinions naturally flowing from their personal knowledge and involvement in this matter, and will testify to matters including, but not limited to the following: date, time and location of accident, observations at the accident scene, *weather,* defendant's negligence in X; *continuing medical care to date; medical expense as set forth in updated Medical Expense Reports*; payment of bills; lack of prior related symptoms, treatment; need for past and future treatment including, if applicable; pain and suffering and disability; lost time at work, including rate of pay, time lost, income and benefits lost; ongoing treatment during pending case including **recent exam** by treating physician(s); all other foundational requirements for admitting photos and medical bills into evidence.

Barabara Dulhberg, s/a/a to testify to the pain and disability experienced by the Plaintiff due to injuries suffered in the accident and the lack of prior symptoms or disability, inability to work, hours and wage history and loss of income from work as a result.

Defendants, each of them, will be called as an adverse witness pursuant to Section 2-1102 of the Illinois Code of Civil Procedure, to testify to matters involving the accident.

All witnesses identified by Defendant and/or deposed, on matters so identified or testified to.

Court Reporters present during evidence and/or discovery depositions of those parties and witnesses now or in the future deposed in this or any similar cause to testify to the accuracy of the transcripts and testimony stated therein by each witness including exhibits marked and testified to during the deposition.

All other independent witnesses disclosed by answer to previous interrogatory will testify to those matters and opinions naturally flowing from their personal knowledge and involvement in this matter and those matters specifically disclosed and or to be disclosed in the future.

Drs. Marcus Talerico (Mid America Hand to Shoulder) and Karen Levin/Mitchell Grobman (Associated Neurology), Biofora/Sagerman (Hand Surgery Associates), are intended to be called as opinion witness(es) to testify to the care and treatment of the Plaintiff to the extent allowed under Rule 213 and to all matters expressly and/or impliedly set forth in the patient's chart including matters flowing therefrom, including, but not limited to, history, exam, diagnostics/findings, exam/findings, diagnosis, treatment, physical therapy, medication, follow-up and continuing treatment through to trial; the nature and extent of injuries sustained by Plaintiff as set forth above and in deposition including injuries, and that such injuries were caused/aggravated by the underlying trauma; that the treatment for such injuries was/is reasonable and medically necessary and causally related to underlying accident, and any other opinions or matters set forth or described in the patients medical file or hospital chart, in addition to any matters and/or opinions naturally flowing from the witnesses work or personal knowledge and involvement in this matter, in addition to testimony and opinions on the following issues:

- Plaintiff suffered and is diagnosed as having the above injuries, not limited to: traumatic injury to right arm including numbness, neuropathy, scarring, and branch nerve involvemnt;
- Plaintiff's injury is consistent with mechanism of injury/history;
- Plaintiff's injury was caused/aggravated by the underlying accident based upon history and findings and experience;
- Plaintiff's injury is confirmed through exam and diagnostics;
- Plaintiff will require ongoing and continual treatment for the injury(s);
- Plaintiff's conservative treatment did not resolve symptoms, requiring surgery and chronic pain;
- Plaintiff's symptoms and disability are permanent;
- Review and interpretation of all diagnostics;
- Plaintiff may require surgery to correct the condition(s);
- Plaintiff's surgery and costs is medically necessitated and causally related to the accident;
- Plaintiff's symptoms are disabling from activities;
- Plaintiff's injury is pain producing;
- Plaintiff's injury limits and will limit in the future Plaintiff's activity at home and at work;
- Plaintiff's injury disabled him/her from work for a period of time causing a loss in income;
- The charges or expense for the medical treatment received from each and every treater or facility referenced by Plaintiff in deposition or by Medical Expense Report was/is customary, reasonable, and medically necessary and due to the auto

accident based upon his/her expertise and experience and knowledge of the billing/charges for the same or similar treatment;

- Plaintiff is susceptible to re-injury in the future due to injury sustained in case, requiring future care and treatment, surgery and expense;
- Plaintiff will require future medical treatment and care and expense due to injury, estimate of $10,000 annually;
- That Doctors' practice involves treating patients with similar injuries under similar settings and causes;
- The witnesses report(s) are contained in medical records produced in discovery;
- This witnesses opinions are based upon the witnesses expertise, experience, education, treatment of same and similar injuries, review of history, records of all treating physicians and care providers, films/reports, and exam - all which is customary for the witness to rely upon in his/her practice.
- Foundational matters for purposes of admission of medical records into evidence;
- The testimony is also based upon a **recent exam** conducted before arbitration and/or trial.

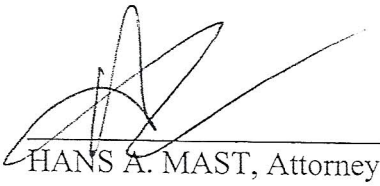
Plaintiff expressly reserves the right to withdraw and/or not to call any 213 witnesses heretofore disclosed (or fewer than those disclosed) depending on counsel's legal determination at the time of trial and his judgment on the necessity of such testimony given the issues and evidence to be presented at the time of trial.

The accounts/financial services/billing representatives (any or each of them) from each of the facilities whereat the Plaintiff treated, as set forth in his discovery and deposition and Medical Expense Report(s) produced in discovery, including {  } will each and themselves testify that based upon their experience and customs and practices and the practices of their internal office and those on their behalf, in their opinion the charges pertaining to Plaintiff's medical treatment in this case, as outlined in the Medical Expense Report, are reasonable and customary in the industry within the area. No one individual has been identified by the facility to testify, but if the defense wants to depose a specific individual before the evidence deposition of the representative is taken, Plaintiff will then designate a person for this purpose, otherwise the evidence deposition notice may simply designate the "representative with knowledge of the customary charges for such treatment" at each facility.

The records keepers from each of the facilities whereat the Plaintiff treated, as set forth in his/her discovery responses and deposition and Medical Expense Report provided throughout the course of this case, will each themselves testify to all foundational matters and requirements for admission of such records into evidence, including testimony as to the custody of the records kept in the ordinary course of business, and history provided by the patient and reliance upon such in the treatment or care of the plaintiff.

Plaintiff reserves the right to update these disclosures in the future in accordance with the order of the court, to add or delete witnesses as may be appropriate and in accordance with the court's order and reserves the right not to call a witness above as may be

appropriate at trial.



HANS A. MAST, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH**
3416 West Elm Street
McHenry, IL 60050
815-344-3797
Attorney Registration No. 06203684

Verification by Certification

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Paul Dulberg
PAUL DULBERG

DATE: 7-20-12

# MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: MARCH 19, 2012

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011
Date of Report: March 19, 2012

---

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| Total | | $1,155.00 |

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065

| | | |
|---|---|---|
| 02/03/12 | $3,390.00 | $3,390.00 |

Walgreens
3925 W. Elm Street

McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

TOTAL EXPENSES: ..... $7,313.43

Misc Expenses
Medical Supplies ..... $19.61
Total Misc. Expenses ..... $19.61

TOTAL ALL EXPENSES ..... $7,333.04



EXHIBIT
2A

POP 001404



EXHIBIT
2B

POP 001405


EXHIBIT
tabbies
2c


W 32 L 32
EXHIBIT
2 D



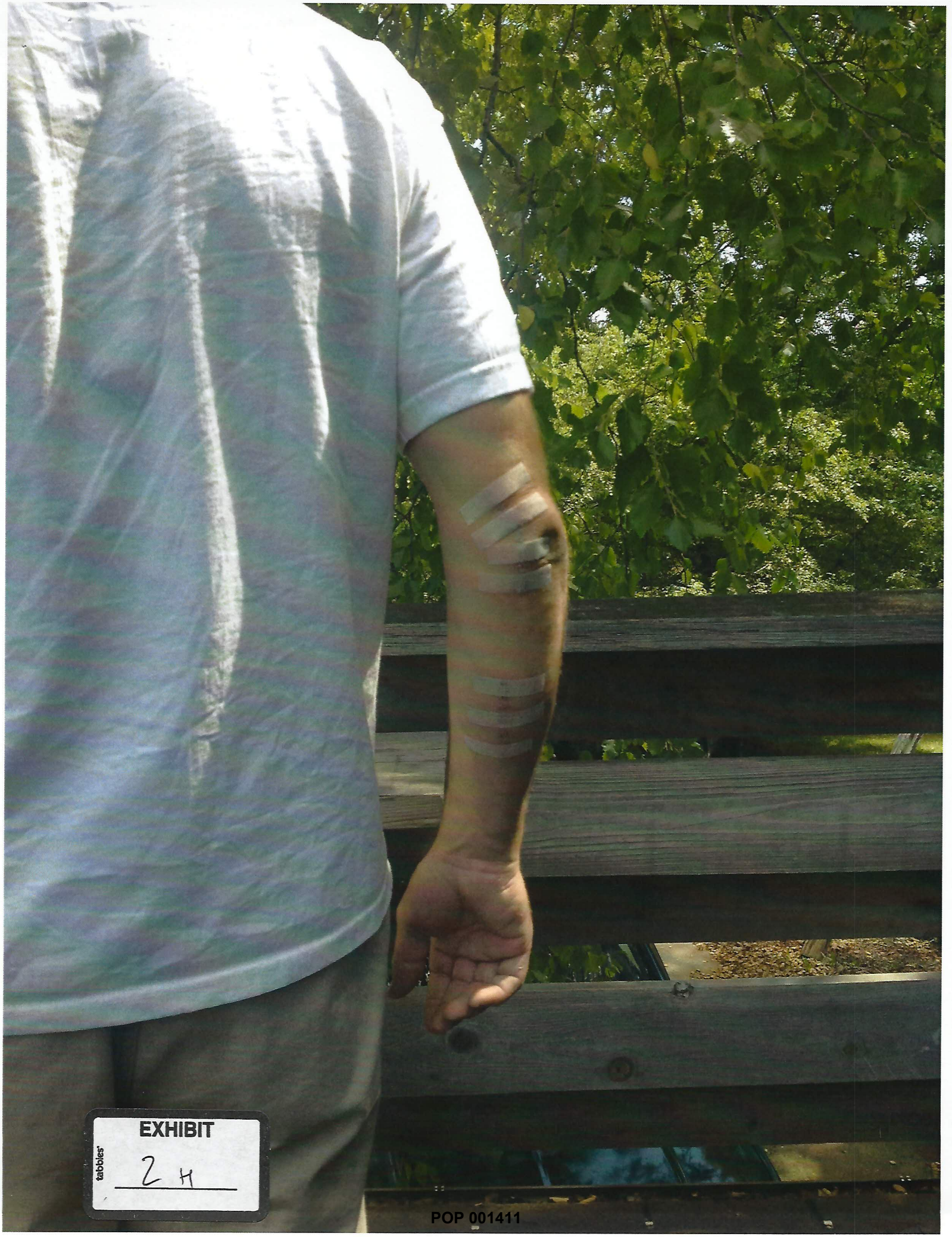
EXHIBIT

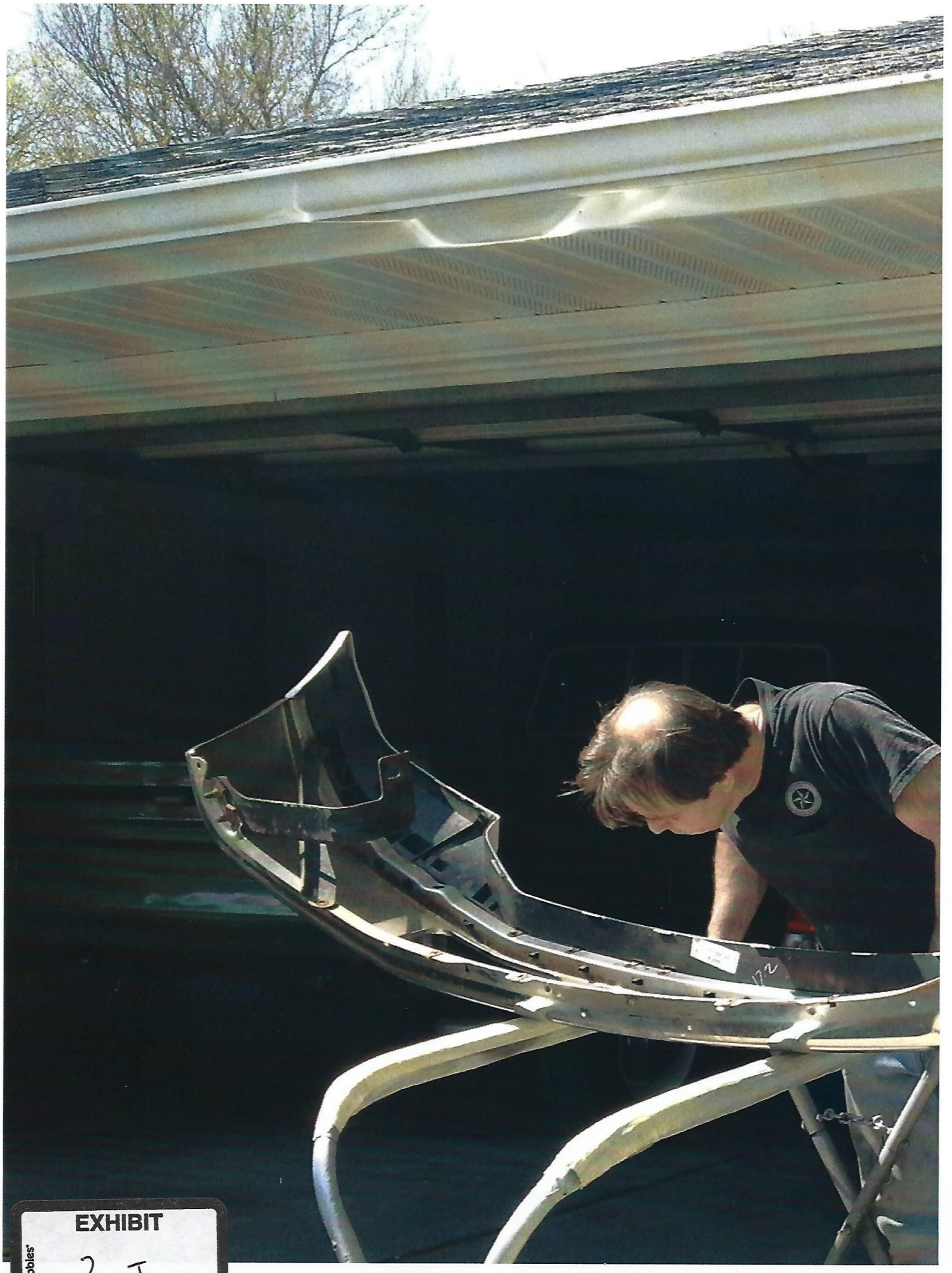
tabbies

2 E


EXHIBIT
tabbies
2 F


EXHIBIT
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2 G
POP 001410


EXHIBIT
tabbies
2 H



EXHIBIT

tabbies

2 I




EXHIBIT
tabbies
2 5

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011
Date of Report: March 19, 2012

---

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8409
815-344-5000 - Acct. 11179-00323

| | | |
|---|---|---|
| 06/28/11 | $1,323.75 | $1,323.75 |

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

| | | |
|---|---|---|
| 06/28/11 | $1,346.00 | $1,346.00 |

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

| | | |
|---|---|---|
| 06/28/11 | $50.00 | $50.00 |

Associated Neurology SC
Attn: Dr. Levin
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

| | | |
|---|---|---|
| 07/28/11 | $225.00 | |
| 08/10/11 | 930.00 | |
| Total | | $1,155.00 |

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katohah, NY 10536
866-959-1100 - Acct. 265065

| | | |
|---|---|---|
| 02/03/12 | $3,390.00 | $3,390.00 |

Walgreens
3925 W. Elm Street



McHenry, IL 60050
815-363-0722

| | | |
|---|---|---|
| 06/28/11 | $48.68 | $48.68 |

TOTAL EXPENSES: . . . . . $7,313.43

Misc Expenses

| | | |
|---|---|---|
| Medical Supplies | $19.61 | |
| Total Misc. Expenses | | $19.61 |

TOTAL ALL EXPENSES . . . . . $7,333.04

10:57:52 IN THE CIRCUIT COURT

FOR THE 22ND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

PAUL DULBERG, )
)
Plaintiff, )
)
vs. ) No. 12 LA 178
)
DAVID GAGNON, )
Individually, and as )
Agent of CAROLINE )
McGUIRE and BILL McGUIRE )
and CAROLINE McGUIRE and )
BILL McGUIRE, )
individually, )
)
Defendants. )

The deposition of MICHAEL McARTOR, taken in the above-entitled cause, before Paula Ann Erickson, Certified Shorthand Reporter, Registered Professional Reporter and Notary Public, on March 20, 2013, at 3421 West Elm Street, McHenry, Illinois, at the approximate hour of 11:50 a.m.

REPORTED BY: PAULA A. ERICKSON

C.S.R. LICENSE NO. 084-003899



I N D E X


WITNESS PAGE

MICHAEL McARTOR

BY MR. MAST..... 4

BY MR. BARCH..... 41


E X H I B I T S

(NO EXHIBITS MARKED)



APPEARANCES:

MR. HANS MAST
LAW OFFICES OF THOMAS J. POPOVICH
3416 W. Elm Street
McHenry, Illinois 60050
(815) 344-3797

Appeared on behalf of the Plaintiff.

MR. RONALD A. BARCH
CICERO, FRANCE, BARCH & ALEXANDER, PC
6323 East Riverside Boulevard
Rockford, Illinois 61114
(815) 226-7700

Appeared on behalf of the Defendants, Carolyn and Bill McGuire.

MR. PERRY A. ACCARDO
LAW OFFICE OF M. GERARD GREGOIRE
200 North LaSalle Street
Suite 2650
Chicago, Illinois 60601
(312) 558-9821

Appeared on behalf of the Defendant, David Gagnon.

* * * *



THE REPORTER: Sir, can you raise your right hand, please?

MICHAEL McARTOR,

after being first duly sworn, deposeth and saith as follows:

EXAMINATION

BY MR. MAST:

Q. All right. Would you please state your name?

A. Michael McArtor.

Q. How do you spell the last name?

A. M-C capital A-R-T-O-R.

Q. Okay. All right.

MR. MAST: This is the discovery deposition of Michael McArtor, taken pursuant to subpoena with notice. Mr. McArtor, I am going to ask you some questions regarding what you may or may not know about a chain saw incident that involved my client Paul Dulberg and the other parties in this case. Let's see if I have a date of accident I can reference. Anybody have the date of accident?

MR. BARCH: I think it's June 28th of 2011 was the date.

BY MR. MAST:

Q. Okay. Do you recall that date as being the

approximate time of Paul's accident?
A. Yes. Summer of '11.
MR. MAST: Okay. What I am going to do and maybe the other attorneys are going to ask you some questions regarding just some matters regarding Paul, my client, and just the incident and things that arose from the incident. Please let me finish the question and I will let you answer it. Let's try not to talk over each other and we will go from there, okay?
THE WITNESS: Okay.
BY MR. MAST:
Q. You have probably never given a deposition before I take it?
A. No.
Q. Okay.
A. Never been in a lawyer's office really.
Q. Well, that's actually good. So let's start with your address.
A. 4606 Hayden Court, McHenry, Illinois 60051.
Q. Hayden, H-A-Y-D-E-N?
A. Correct.
Q. All right. And who do you live with?
A. Paul and his mom.
Q. What's his mother's name?



A. Barb.
Q. And is this a single family residence?
A. Yes. There is two. It's like two floors. I live on the bottom.
Q. Do you like live in an apartment?
A. No. It's one house. We share a kitchen. Everything else I have is my own. You know, I have my own bathroom and everything.
Q. So it's kind of --
A. It's kind of like a duplex.
Q. This is the problem we are going to have is when I start talking and when you start talking. You got to let me finish my question and then I will let you say whatever you want to say, okay? All right?
A. Yep.
Q. So although it's a single family house, you use it in kind of sections where you have a place that you use and then the second floor they use?
A. Yes.
Q. Okay. So does Paul live in the area where his mother lives?
A. Yes.
Q. And then you live alone in the area of the first floor?



A. Yes.
Q. Okay. See, that's better. That makes it a little bit easier. All right. What's your date of birth?
A. 9/3/70.
Q. Okay. And what do you do for a living?
A. I am unemployed right now.
Q. How long have you been unemployed?
A. About five years.
Q. Is that by choice or for some reason?
A. I was fired.
Q. Well, that was five years ago, though. Are you staying -- Hold on. Are you staying unemployed by choice or for some season?
A. Oh, no. Not by choice. It's just hard to find a job.
Q. So you haven't been able to find a job?
A. Right.
Q. What is it that you do that you are looking to find work in?
A. I do printing.
Q. Okay. How long have you lived at that address with Paul and his mother?
A. About seven years.



Q. How long have you known Paul and his mother?
A. My whole life. Since I was like three.
Q. So you grew up with Paul?
A. Yes.
Q. Did you go to school with him as well?
A. Yes.
Q. What -- Did you go to grade school with him?
A. Yes.
Q. What grade school?
A. All of them, Johnsburg, Ringwood.
Q. What high school did you go?
A. Johnsburg.
Q. Same with Paul?
A. Yes.
Q. So is it fair to say since maybe 3 or 4 years old you and Paul have been friends?
A. We have known each other.
Q. Okay. How long would you say you and Paul have been friends?
A. Probably since '80.
Q. Okay. What started that friendship?
A. Just we live two roads away from each other.
Q. Okay. How is it that you began to live with Paul?

A. We originally had a business together.
Q. What kind of business?
A. T-shirt business.
Q. A what?
A. T-shirt printing.
Q. How did that carry on to living together?
A. We pretty much needed somebody there all the time and he was working at Intermatic and I wasn't really working at the time.
Q. Is it out of the home?
A. Yes.
Q. Okay. Is that something you are still doing with Paul?
A. No. We are not doing that anymore.
Q. So do you do anything to earn any income right now?
A. No.
Q. Okay. When did the T-shirt business stop, end?
A. Roughly about 2011.
Q. Okay. And was it -- Was it run out of the home?
A. Yes.
Q. Do you pay rent?



A. No.
Q. Or do you do anything in exchange for living there?
A. I clean. I cook.
Q. Okay. For everyone?
A. Yes.
Q. Oh. Are you a good cook?
A. Yes.
Q. Good.
A. I think so.
Q. Do you have anything beyond high school? Any type of college?
A. No.
Q. Okay. How about David Gagnon, do you know him?
A. Yes.
Q. How long have you known Dave?
A. Since probably 1984.
Q. Has he been a friend since then?
A. He was an acquaintance at that time. Probably about 1986 we probably became friends.
Q. Okay. So almost as long as with Paul but not quite?
A. Yes. Right.



Q. Okay. What began your friendship with Dave?
A. Once again, we lived in the same neighborhood. We knew each other.
Q. Okay. And up until Paul's incident in 2011 with the chain saw -- You are familiar with that incident, right?
A. Yes.
Q. Up until then, were you -- from '86 until then, were you friends with Dave?
A. Yes.
Q. Okay. And friends can mean a lot of different things. Some friends are very close and they see each other every day and go out and socialize and stuff. Other people can be friends. They see each other once a year, so how would you describe before Paul's accident your friendship with Dave?
A. I'd say I saw him probably four times a week at least.
Q. Any type of social activities together?
A. No. We just go to his house and play like hacky sack.
Q. Did Dave live alone?
A. No. He lived with his mom and Bill.
Q. Mom and who?



A. Bill.
Q. Who is Bill?
A. McGuire.
Q. I'm sorry?
A. Carol and Bill.
Q. His parents you are saying?
A. It wasn't his parents at the time. Bill was not his dad. They weren't married at the time.
Q. So Bill is like his stepfather?
A. Bill would be his stepfather, yes.
Q. Does Dave still live with them?
A. No.
Q. Is he married now?
A. Yes.
Q. Does he have children?
A. No.
Q. How long has Dave lived -- I imagine Dave lives with his wife now?
A. Correct.
Q. How long have they lived together, if you know?
A. Oh, probably it was at least probably six years.
Q. Okay. Up until then -- up until he got

married and started living with his now wife, he lived with his mother and Bill?

A. Yes.

Q. Okay. And is that the same address where she lives today?

A. Yes.

Q. What street is that?

A. Oakleaf I think.

Q. Is that in McHenry?

A. They have a McHenry mailing address, yes.

Q. And so the time that you would see Dave four times a week at his mom's house on Oakleaf that would be before Dave got married and moved out obviously?

A. Correct.

Q. Okay. So for six years -- for the past six years, have you had a friendship with Dave?

A. I would see him every now and then. I wouldn't see him as much, no.

Q. And the reason you saw him it looks like significantly less is because he got married and moved in with his wife and moved?

A. They moved away. They moved to Wisconsin.

Q. Is that where they are living now?

A. Yes.



Q. So once Dave got married and moved up to Wisconsin to live with his wife, that's when your connection with him got a little bit less?

A. Yes.

Q. But you still had a friendship with him?

A. Yes.

Q. Okay. Okay. And then if you would, you described now your relationship friendship with Dave over the years. How about now with Paul? You have lived with him for the past six years. I am assuming you socialize with him from time to time?

A. Sure.

Q. Is that on a frequent everyday basis or what?

A. Yeah.

Q. Okay. So you still have a close relationship with Paul then?

A. Yes.

Q. All right. Are you -- Do you have a close relationship with his mother then as well?

A. Yes.

Q. What's his mother's name?

A. Barbara.

Q. Anybody else that lives in the house?

A. No.



Q. Do you know Dave's mother and stepfather?

A. Yes.

Q. Okay. Does he have a -- Is his natural father still living?

A. No.

Q. Okay. What's his mother's name?

A. Carol.

Q. Carol. Since Dave moved out of their house like six years ago, have you maintained any type of contact with Carol and Bill?

A. I have talked to them a couple times, not much.

Q. Okay. With regard to Paul's accident, the chain saw that we are here about today, June, 2011, other than -- and we will get to your communications or what you have overheard with regard to Dave and Paul, but other than Dave and Paul, have you had communications with anyone else regarding that incident?

A. No.

Q. Okay. So all of the information you know about the chain saw accident with Paul has all come from either Paul or Dave?

A. Well, and Carol. Carol. Carol is the one



who called me the day it happened.

Q. That's what I was trying to find out.

A. Yes.

Q. So it's just three people then you have learned about the chain saw accident, Carol, Dave and Paul?

A. Yes.

Q. Okay. You have never talked to Bill about it then?

A. No.

Q. Okay. Before the -- Before the accident occurred with Paul -- You know it happened over at the McGuire's house, right?

A. Yes.

Q. Before it happened, did you know what Paul was doing that day?

A. No.

Q. Did you know he was going to be using a chain saw or working around a chain saw?

A. No. No.

Q. Okay. Did you know what Dave was going to be doing that day?

A. I had no idea what any of them were doing.

Q. Okay. Okay. Obviously they don't have to

report to you what they decide to do, right?
A. Right.
Q. And you don't know every day what they're doing?
A. No.
Q. All right. So your first notification of what happened in Paul's chain saw accident was when Carol called you?
A. Yes.
Q. Okay. Was it the day of the incident?
A. Yes.
Q. What time did she call you?
A. Probably five, six hours after it happened.
Q. Okay. So Paul had already been to the hospital I am assuming?
A. Yes. He was at the hospital when she called.
Q. Okay. All right. So let's start with that telephone call then. What did Carol say to the best you can paraphrase for us?
A. Carol called and told me why she didn't want to call earlier. She didn't want to talk to Barb because she was afraid what she would say because Dave cut Paul's arm with the chain saw.
Q. Were those her words?



A. Those were her words.
Q. She didn't want to call earlier because she didn't want to talk to Barb?
A. She didn't want to put Barb in stress until she found out what was going on.
Q. About the injury?
A. Yes.
Q. Okay. And she described it as Dave cut Paul's --
A. Paul with the chain saw.
Q. With the chain saw. Okay. All right. What else did Carol say?
A. Come get your dog.
Q. Why was your dog over there?
A. Paul had the dog over there.
Q. Okay. And what kind of dog was that?
A. A German Shepherd.
Q. So apparently when Paul was going over to the house to help Dave, he brought your dog with?
A. Well, it's both of our dog.
Q. He brought the dog with?
A. Yes.
Q. And I guess that's something he does from time to time, right?



A. Yes.
Q. So not unusual?
A. No.
Q. Did she say anything else in the phone call?
A. No.
Q. So it was about a minute or two phone call?
A. Yes.
Q. What did you do -- So I imagine she said Paul was in the hospital?
A. Yes.
Q. Okay. Did she tell you what type of injury or how severe it was?
A. No. No. She just said it was a chain saw cut.
Q. On the arm?
A. Yes.
Q. Okay. So what did you do after hanging up with Carol?
A. Walked over to their house and got the dog.
Q. How far away did they live?
A. A couple blocks.
Q. And that is from the place where you are living today --
A. Yes.



Q. -- when you were living with Paul at the time?
A. Yes.
Q. And you went and got the dog, brought him home and what did you do next?
A. Waited to find out about Paul.
Q. So you were waiting for someone to call you?
A. Waiting to find out what was going on. You know, Dave was with him at the hospital.
Q. So you were assuming one of them was going to call you?
A. Well, I was assuming that he was going to show back up after he was done with the hospital.
Q. Right. So either they were going to call you or somehow show up at the house and then you were going to find out what happened?
A. Yes.
Q. Okay. So you weren't going to do anything yourself until somebody contacted you?
A. Yes.
Q. Okay. So you just waited at home?
A. Yep.
Q. Okay. What's the next thing that happened then?

A. A couple hours later Paul came home.
Q. Do you remember what time that was?
A. No.
Q. Can you give me an estimate, like after 7:00, before 7:00, something like that?
A. Oh, it was before that.
Q. Before 5:00, somewhere around there?
A. Maybe around there.
Q. So around 5:00 p.m.?
A. I suppose. I am not really sure on the time.
Q. Okay. It wasn't late evening, though?
A. No. It was not pitch dark out, no.
Q. Was it still light out?
A. Yes. It was still light out.
Q. And who -- So your first -- the next thing that happened then is Paul arrived home?
A. Yes.
Q. Did he arrive home with anyone?
A. Well, Dave brought him home.
Q. Okay. Did Dave just drop him off and drive away or did he come into the house?
A. Dave did not come into the house.
Q. Did you speak to Dave?
A. No.



Q. Did you see Dave?
A. No.
Q. Okay. You just know he got dropped off because somebody had to drop him off?
A. Well, because they took him to the hospital so they brought him home.
Q. Where was Paul's truck at the time then?
A. Dave drove Paul's truck to the hospital.
Q. Okay. And then Dave drove Paul home?
A. Yes.
Q. And then Dave took Paul's truck away to his house?
A. I don't think so.
Q. What -- How did Dave get home?
A. He could have walked. It's only two blocks away.
Q. I am just trying to find out.
A. I have no idea.
Q. So as far as you know, Dave probably left Paul's truck there and just walked home? That's probably what happened?
A. Yeah.
Q. Okay. Okay. So Paul came in the house and did you have a conversation with him?



A. Well, no, not really. He was on pills. You really can't have much of a conversation at that point.
Q. What was his demeanor or how was he acting at the time?
A. Sore.
Q. In his arm?
A. Yes.
Q. Okay. Was his arm bandaged?
A. Yes.
Q. Do you remember which arm?
A. It was the -- I believe it was the right arm.
Q. Okay.
A. Or left arm.
Q. Left arm. No words exchanged or just hi, how are you doing? That type of thing and you went to bed?
A. Just, oh, my God. I can't believe that happened.
Q. All right. Did Paul at this point -- and, again, we are going to go step by step -- but did Paul describe to you what had happened?
A. Not at the time, no. He was -- Like I said he was on pills, so there wasn't much talking. I mean, he pretty much wanted to sleep.



Q. Okay. So after the hi and, oh, my God, what happened, then he just went to bed?
A. Yeah.
Q. Okay. Okay. Did you see Paul the next morning then?
A. I saw him the next day, yes.
Q. Did you have a conversation with him more now about the incident and what happened?
A. Yes.
Q. How did Paul describe what happened?
A. He said he was holding the branch for Dave and the next thing he knows Dave came up and -- too high and cut him in the arm.
Q. Those are his words?
A. Yeah.
Q. Okay. Did he say anything else? And, again, I know this has been some time but I need to go through everything and make sure you said everything you recall so did he say anything else regarding how it happened?
A. No. He was just there helping Dave hold some branches while he cut them.
Q. Okay. Anything else discussed that you recall the next morning?

A. No.
Q. Okay. Are you the kind of -- Again, I don't know. You guys live together. Did you know when Paul was receiving medical treatment and all that or did you not kind of stay up on that?
A. I try not to. I don't want to get into too much stuff with him so no. I didn't really pay much attention to it.
Q. He obviously had some issues with the arm later on, right?
A. Yes. I have to help him do a lot of things.
Q. I am not going to go and belabor it. If they want to, they can but what did you notice over the next we are going on two years so let's say over the next few months after the incident, what did you notice about -- if anything, about his injury and how that affected his day-to-day activities?
A. Well, he couldn't do a lot of things. He can't open a jar. He can't do lots of things. He can't, you know, type on a keyboard for more than maybe 20 minutes. He lost a lot of movement basically in his arm. The grip and everything.
Q. And when you notice from day to day it was causing him pain, so you would notice some visual



issues in his face that would show that he is having some problems or not?
A. Well, when you see him work with his hands, yes. You can see him -- stress in his face.
Q. Okay. And was that something that you would see on a day-to-day basis because you saw him every day or would it be more once a week, once a month? How often would you notice these things about him?
A. If he uses his hands, it happens all the time.
Q. So it depends on how active he is trying to be?
A. Yes.
Q. How about outside of the house? Were there things he was having difficulties doing because of his left hand/left arm issues?
A. Like mowing the lawn, things like that?
Q. Yes. Yes. Whatever he does outside.
A. Yes. Yes.
Q. Before this accident, was he kind of an outdoors guy or indoor guy?
A. Outdoors.
Q. What did he like to do outdoors?
A. Camping. We used to cut wood, gardening.



Q. Was he able to do any of that after the accident that you noticed?
A. No, not really. He would plant a few seeds in the garden but, you know, that's not really doing anything.
Q. Okay. Okay. All right. Have you -- I will just make this all kind of in one question and if they want to go into more particulars, they can but since the accident, have you noticed over now we are a year and a half to two years, have you noticed any improvement or him being able to be more active such as he is getting better over the years or has he gotten worse or has he pretty much stayed the same?
A. It definitely hasn't gotten better.
Q. Okay. His limitations if you compare them today versus in the months after the accident, are they about the same or have they improved or gotten worse?
A. Probably the same.
Q. Okay. So you haven't really noticed any significant changes since the months after the accident until today? It's about the same?
A. On the cut arm?
Q. On his arm, yes.



A. No. It's about the same.
Q. Have you noticed something on the other parts of his body?
A. Well, he had an accident on the other arm a few years before that and now he has to use that arm a little bit more and it's taken a toll on that arm.
Q. What was that accident?
A. A car accident.
Q. And he hurt his right arm?
A. Yes.
Q. Now that he has to use his right arm because he can't use his left arm, that's making difficulties using the right arm?
A. Yes. He had to have the ulnar nerve moved from --
Q. From his right arm?
A. Yes.
Q. Because of that auto accident?
A. Yes.
Q. Did he have any prior problems with the left arm where he had the saw accident?
A. No.
Q. Okay. Since you see Paul frequently, I don't want to go into every time you see him, but this is

what I am trying to get at: Since the day after the accident when you had the conversation a little bit more particular about what happened, have you had additional conversations with Paul over the years about more specifically how it happened or has it always been him saying pretty much what you already told me?

A. On how it happen? That's pretty much what it's always been.

Q. Yes. So although he said it a few times over the years, he has pretty much said the same thing?

A. Yes.

Q. Had there been any other versions you heard from Paul other than what you described for us about how the incident occurred?

A. No.

Q. Okay. All right. Have you told us then everything that Paul has told you since the accident and again over the years about how the accident occurred?

A. Yes.

Q. Is there anything else about the accident that he has told you that you have not told us?

A. About him?



Q. About the accident. About how it happened.

A. No. That's how it happened.

Q. Okay. You were not -- obviously not a witness to the accident?

A. No.

Q. Okay. Other than Dave and Paul, are you aware of any other witnesses to the accident?

A. No.

Q. The chain saw accident.

A. No.

Q. Okay. Do you know if Carol or her husband were present at the time the incident occurred?

A. They told me they were inside.

Q. Okay. And when did they tell you they were inside?

A. When I went to pick up the dog.

Q. All right. And so I didn't talk to you about that conversation, so let's go back to that. That's with Carol?

A. Yes. Carol.

Q. Okay. So let's go back then because I want to cover as much as I can. When you went to pick up the dog after Carol called you the day of Paul's accident and said pick up the dog, you went to pick it



up. You walked over there?

A. Yes.

Q. And did you have to go inside?

A. No. It was outside.

Q. Okay. You picked up the dog. Did you talk to Carol?

A. Carol came out.

Q. Did you only talk to Carol?

A. Carol and Bill came out.

Q. Did you talk to Bill and Carol?

A. Yeah.

Q. All right. What was said between you?

A. Pretty much that what happened. Dave cut Paul with the chain saw and they were waiting to hear back.

Q. Okay. That was it then?

A. Yeah.

Q. Have you ever talked to Carol or her husband since that time up until today any more about this incident?

A. No.

Q. Okay. All right. All right. How about Dave? Now let's talk about Dave. After the accident, how long, how many days was it when you first spoke



with Dave or heard Dave talk about the incident?

A. Dave didn't really want to talk about the incident.

Q. Okay. Well, when is the first time -- how long after the accident was the first time you even were around him where you noticed he didn't want to talk about it?

A. When we went up to try to get his insurance policy number.

Q. How many days, though, later?

A. Oh, I don't know.

Q. Was it a week?

A. Maybe a month.

Q. Okay. I just need to get a timeframe so I know what we are talking about. So approximately one month after Paul's chain saw accident, you and Paul went over to Dave's house?

A. Yes.

Q. Okay. And, again, that's when he is with his wife up in Wisconsin?

A. Yes. In Powers Lake.

Q. Do you remember his wife's name? I don't know if I asked you.

A. Pam.

Q. Pam. Okay. And why did you go up with Paul?
A. Because he wanted me to drive him.
Q. Because he is not able to drive with his injury?
A. Well, he can drive. I mean, it's just too much turning, you know, and his hand gets sore.
Q. Okay. So the only reason you accompanied Paul up to Dave's house a month after his accident is because he needed you to help him drive?
A. I told him I would drive, yes.
Q. Okay. All right. And how long were you at Dave's house that day?
A. Half hour, maybe an hour.
Q. And was it a sit-down meeting or is it just kind of walking around talking a little bit?
A. Went into his garage, he showed us his cars, things he is working on.
Q. What does Dave do for a living, do you recall?
A. Auto body.
Q. Okay. Does he do it out of his house?
A. Yeah.
Q. Okay. Do you know if he has any other work other than auto body out of his house?



A. That's all that I know of.
Q. In the entire time that you were at Dave's house the month after the accident was Paul and Dave and all three of you together?
A. Yes. We were in the garage.
Q. Okay. So whatever was said all three of you would overhear presumably?
A. Yes.
Q. It's not like Paul or Dave went off somewhere and talked to somebody else. You all three were there together for that half hour to an hour?
A. Yes.
Q. So let me just to your knowledge, if Paul or Dave said something during that half hour or hour visit, you would have heard what they had to say because you all three were together, right?
A. Yes.
Q. Okay. There was never a time during that visit that Paul and Dave were alone without you around?
A. No.
Q. Okay. Can you attempt to describe what was talked about during that half hour to an hour visit up at Dave's house one month after the accident with you



and Paul present?
A. Well, he first wanted to start to talk about the cars he is working on and Paul wanted to know about the insurance policy.
Q. How did Paul say it?
A. He asked if he can get his insurance policy number.
Q. His home insurance?
A. Yes. Homeowner's insurance.
Q. And what did Dave respond?
A. He didn't.
Q. He didn't even talk?
A. He didn't say yes or no.
Q. Okay. Did he say anything else in response?
A. About that, no.
Q. Okay. Anything else discussed about the incident?
A. Yes. He wanted to know what he was going to get out of it, Dave did.
Q. Okay. Was that brought up out of the blue or was that brought up in response to what Paul asked of him?
A. After Paul asked about the insurance policy, Dave wouldn't answer him and Dave wanted to know what



he was going to get out of it if he did.
Q. And, again, I know you don't have it recorded or know the exact words but can you give me kind of a paraphrasing of his response?
A. What am I going to get out of this?
Q. Okay. Did he define what he meant by that statement?
A. Not really.
Q. All right. What did Paul say in response to that?
A. What's there to get out of this?
Q. And, again, give me the back and forth. What was said then?
A. Basically, he wanted to know -- you know, Paul wanted the insurance policy, Dave -- like I said Dave didn't give us an answer. He wanted to know what he was going to get out of it and Paul said there is nothing to get out of this. It's insurance. I want my arm fixed and Dave is like, well, if my insurance goes up a penny, the chain saw cut is going to be the least of your worries. You haven't seen me mad yet. Exact words.
Q. Okay. Anything else discussed?
A. At that point I said let's go.

Q. And you left?
A. Yes.
Q. Okay. So, again, I got to say this then: Have you told me now, and if you have to add anything, now is the time to add it, have you told me now pretty much as you can remember it everything that was said during that half an hour to an hour meeting regarding the chain saw incident, the injuries, anything related to that incident?
A. Yeah. That was it.
Q. Okay. So you suggested, hey, Paul, let's go?
A. Yeah. I saw this was going nowhere.
Q. Okay. Was the whole trip -- What was the whole point of the trip up to Dave's house?
A. To get his homeowner's insurance policy number.
Q. Why couldn't you have called him?
A. We tried.
Q. Okay. I didn't know that. So Paul had tried?
A. Paul tried.
Q. Paul said I can't get ahold of him or I can't get the info so let's just drive up there?
A. He wouldn't give it to him so we just drove



up there.
Q. Got you. Did Dave ever describe -- Let me strike that.
That was your first meeting with Dave since Paul's accident, right?
A. Yes.
Q. Did Dave ever talk about how the incident occurred?
A. No.
Q. Okay. Have you been with Dave or overheard Dave in any way say anything else more about how the incident occurred or anything more about these -- the conversation we just heard from you?
A. No. No.
Q. Have you ever been around Dave since that first meeting?
A. I have seen him once since then.
Q. How long ago was that?
A. Probably six months after that last meeting there.
Q. And under what circumstances?
A. He stopped over at the house.
Q. At Paul's house?
A. Yes.



Q. Do you know why?
A. To visit I suppose.
Q. Okay. Was that -- and maybe you don't know this. Was that before this suit in this case was filed to your knowledge?
A. I have no idea.
Q. Okay. So it would approximately have been sometime at the end of 2011 or early 2012?
A. It was wintertime, so.
Q. So sometime in the winter of 2011, 2012?
A. Yes.
Q. Okay. And how long was Dave over?
A. 15 minutes.
Q. And, again, we are going to go through the same exercise. Can you tell me what was said during that conversation?
A. He came in and wanted to talk about him.
Q. What do you mean?
A. Just talk about what Dave is doing, you know.
Q. Oh, he wanted to tell you guys what he is doing?
A. Yeah. Nothing about this accident, no. It had nothing to do with the accident. As a matter of fact, Dave said he didn't want to hear anything about



it; and he said this is done with. You are fine, there is no big deal and that was it.
Q. Do you know what he meant by you are fine?
A. He said there is nothing wrong with you.
Q. I see. Okay. To Paul?
A. Yes.
Q. Okay. And obviously in your view and Paul's view that wasn't accurate?
A. I don't see how nothing is wrong with you when you get cut by a chain saw.
Q. All right. Now, you have been seeing Paul, what, every day since the accident pretty much?
A. Yeah. I live with him, so.
Q. Have you ever heard Paul say anything about trying to get rich from this claim?
A. No.
Q. Or that he may not have to work the rest of his life?
A. No.
Q. Did you ever hear Paul suggest that either Dave or somebody else needs to testify to help him win big in this claim?
A. No.
Q. Other than from Paul, have you heard anybody

else's version of how this incident occurred?
A. No. Besides what Carol told me about Dave cutting him with the chain saw on the phone, that was it.
Q. Very good. And you have only seen Dave twice since Paul's accident, right?
A. Yes.
MR. MAST: Okay. That's all I have.
MR. ACCARDO: I don't have anything.
EXAMINATION
BY MR. BARCH:
Q. So just to backtrack a little bit, my name is Ron Barch. I am here for Carol and Bill McGuire. With respect to the living arrangements over at 4606 Hayden Court, you have been I guess a housemate with Barbara and Paul for six years?
A. Yes. Six or seven years, yes.
Q. And you have known them your whole life essentially?
A. Yes.
Q. Both of them?
A. Yes.
Q. And this is a sensitive question, please don't take offense, but are you and Paul, are you a



couple?
A. No.
Q. Okay. You are just friends?
A. Yes.
Q. And in terms of people that work in the house, Paul was not working when this accident happened, correct?
A. Well, he was doing part work -- consulting work for Intermatic.
Q. Okay.
A. And at Juskie's Printing he was doing some work.
Q. That was prior to the accident?
A. Yes.
Q. And since the accident has he ever had another job since?
A. No. Just partially working for Juskie's trying to see if he can do things and obviously he couldn't too well.
Q. And Barb, is she retired or does she work?
A. She is retired.
Q. She retired when Paul was injured?
A. No. She was retired.
Q. She was already retired?



A. Yes.
Q. And your last job was years before this happened?
A. Yes.
Q. And how does everybody coexist there with nobody working?
A. Well, Barb pays the bills.
Q. Barb does?
A. Yes.
Q. And when you say you were in printing, what does that mean? What were you doing?
A. T-shirt screening. Printing T-shirts.
Q. Okay. There is a lot of different printing. In fact Paul testified he did a different type of printing, correct?
A. Yes. He did paper printing.
Q. Okay. But you were actually --
A. I did like this stuff, printing on T-shirts. (Indicating.)
Q. Silk screening?
A. Silk screening, yes.
Q. Got you. And have you tried to go get another job for someone else?
A. Have I?



Q. We got to stop talking over each other. Let me get the whole question out.
A. Sorry.
Q. In the last five years, have you gone anywhere else that does silk screening or printing on shirts and things?
A. Yes, I have tried.
Q. Nothing locally?
A. No.
Q. You mentioned that there is a dog of some sort that stays at the house with you?
A. Yes.
Q. Do you still have the dog?
A. Yes.
Q. And it's a -- what's the dog's name?
A. Duke.
Q. Duke. And that's co-owned by you and Paul?
A. Well, it's his -- Technically it's in his mom's name.
Q. Is that a dog -- Is it a pure breed or something?
A. Yes.
Q. So there is some papers associated with the dog?

A. We don't have papers.
Q. But it's actually if there was -- somebody was to look up the ownership of this dog, there is some paper declaring her the owner?
A. Yes.
Q. But the three of you guys treat it as your own?
A. Yes.
Q. Is there anything else that you guys consider joint or is that pretty much it?
A. That's pretty much it.
Q. All right. Now the conversation -- Strike that.
Going back to your first notice that something had happened to Paul, that was the phone call from Carol McGuire, correct?
A. Yes.
Q. And what she described to you was that she was -- she wanted to call later and not speak to Barb?
A. Yes.
Q. Did she explain why she didn't want to speak to Barb?
A. She didn't want to get Barb all worried until she found out what was wrong with Paul.



Q. And at that point she was unclear as far as she told you as to what the situation was with Paul?
A. As far as to what the extent of the injury was?
Q. Yes.
A. Yes.
Q. The only thing that she was able to report to you is that he was still at the hospital?
A. Yes.
Q. And that he had an injury with the chain saw?
A. That Dave cut him with the chain saw.
Q. She reported to you that he was injured by a chain saw?
A. She reported that Dave cut Paul with a chain saw.
Q. So you knew that he was injured or believed based on that that he was injured by a chain saw?
A. Yes.
Q. All right. So now with respect to what she said about how, the only thing you can recall right now is that Dave cut Paul with a chain saw?
A. Yes.
Q. Any other detail at all that you can remember?



A. That's all that she said.
Q. There was no discussion as to what they were doing, how they were doing, anything like that?
A. No.
Q. And then when you did go back to get the dog, you said you walked over there and got the dog?
A. Yes.
Q. When you did meet up with Bill and Carolyn to retrieve the dog, did -- was there any additional description offered to you as to how Paul was injured?
A. No.
Q. That same comment roughly?
A. Yes. That -- She didn't even make the comment at that point. I came to pick up the dog and that was about it. I mean, they were inside when it happened is what they told me.
Q. There was no further discussion about how Paul got injured or what happened to him when you got the dog?
A. No.
Q. There was a comment, though, that neither one of them claimed to have been outside when it happened?
A. They were inside, yes.
Q. Did they talk about anything else that had



happened on the premises that day leading up to when Paul was hurt?
A. No.
Q. It was a pretty short conversation then?
A. Yes. I was there to get the dog and leave.
Q. All right. And Paul had not returned at that point yet, correct?
A. No.
Q. Did you at any time over the last several weeks talk to Paul about his deposition in this case?
A. No.
Q. No conversation at all?
A. None.
Q. Did you even know he gave a deposition?
A. I thought it was a few months ago.
Q. Okay. However long it has been --
A. We did not discuss any of it.
Q. And you see him every day and didn't talk about it?
A. Yes.
Q. And in terms of that description that Paul gave you the morning after, and I am paraphrasing what you said, but generally he was holding a branch and the next thing he knows is Dave came up with the saw

and cut him?
A. Yes.
Q. All right. Does that capture what you recall telling us a few minutes ago?
A. Yes.
Q. All right. Has Dave -- I'm sorry. Has Paul ever given you any more background on what they were -- the tasks they were doing and how long they had been, any detail around what happened?
A. They were just cutting a tree down.
Q. Okay. So as best you can recall in terms of the details of who was doing what, where they were positioned, how Paul was positioned when he was injured, no details on that from Paul?
A. No. All I know is he was holding a branch.
Q. Okay. Whether he was holding a branch with the stump on the ground, holding it straight up and down, whether he was holding the stump if the branch was horizontal to the ground, no discussion about that?
A. No.
Q. And specifically how many branches they may have cut or how or what technique they were using to cut those branches, no detail?



A. Well, they were cutting for quite awhile. That's all I know.
Q. So it had been going on for awhile?
A. Yes.
Q. Did Paul ever share with you that he was concerned about the approach that David Gagnon was using to cut the branches up?
A. No.
Q. Did he share with you any concerns he had right up until the very point where he was cut?
A. No.
Q. Nothing. And when you -- And you and David have never talked about what happened?
A. No.
Q. You said prior to the injury Mr. Dulberg was an outdoors guy. He would do gardening. He would cut wood. He would also go camping.
A. Yeah. Canoeing. Pretty much any outdoor activity.
Q. And since this accident June of 2011, has he gone out camping or canoeing?
A. We have gone camping.
Q. Okay. And how is he different now when he is out camping versus what he was like before?



A. He doesn't do anything. He sits in his chair and that's about it. He can't really go do anything.
Q. So he still goes but his activities are more limited?
A. Very. He basically just sits in the chair.
Q. Where do you guys typically camp?
A. Up in Wisconsin. Boulder Junction.
Q. Now you said one of the things he used to do before this is cut wood. What do you mean by that?
A. We have a fireplace so we got to split wood.
Q. And when you cut wood and split wood, do you use a chain saw?
A. Log splitter.
Q. A log splitter?
A. Yes.
Q. Have you ever used a chain saw?
A. We use a log splitter. Yes. He has used chain saws.
Q. Have you seen him use chain saws?
A. I have seen him use a chain saw, yes.
Q. And this was before he was ever injured?
A. Yes.
Q. Do either you or Paul or Barbara own a chain saw?



A. Paul does, yes.
Q. And did you ever observe Paul using a chain saw in a way where you were concerned about him possibly getting injured?
A. No.
Q. Had you ever helped Paul cut up the wood?
A. Yes.
Q. Did you ever hold any branches for him while he was cutting?
A. We never cut branches. We cut the big stumps. The main tree, the main trunk.
Q. Where -- How would you get to the point of having I guess a log to split?
A. How do we get it?
Q. How did you get to the log before it was a branch I guess?
A. Well, you cut the tree down and let it fall down.
Q. So you and Paul I guess you guys would cut down an entire tree?
A. Yes.
Q. And then you would trim off the branches off the logs?
A. He would.

Q. He would?
A. I wouldn't.
Q. All right. And then those -- the logs would get cut into small sections where they could then be split?
A. Well, like I said for the most part we only wanted the main branch.
Q. What happened with all the little branches, though, I guess?
A. They got left behind.
Q. You didn't even take them with you?
A. No. Too small to burn.
Q. Okay. Did you ever see Paul -- Well, sometimes the limbs can be big enough to burn as well.
A. Yes, but we were going -- we were going to like farm fields and taking -- we have a buddy that has farm fields and they remove trees so we go and take trees that they knock down or cut down.
Q. Did you ever see Paul removing branches off of a limb?
A. Yes.
Q. Okay. And then you would -- obviously you would see him. You seen it yourself where he cut up the trunk into logs where they could be split?



A. Yes.
Q. And some of the larger pieces of limbs those would be cut then and split as well?
A. Yes.
Q. And in a situation where there was a limb, sometimes the limbs don't have branches for quite a ways. Sometimes there is branches throughout the limb; would you agree?
A. Yes.
Q. As a general proposition?
A. Sure.
Q. Did you ever see him working on a limb that was sizable that could be a log where he was cutting branches off those, off the limbs?
A. Yeah.
Q. Did you ever help him do that?
A. No.
Q. How did he go about -- When you did see him doing it, how did he go about getting all those branches off the limbs before he was able to chop the limb into some series of --
A. The tree would be on the ground and he would walk up and just hack at it. Just cut them right off right where the stump is and the branch.



Q. So the times where you saw Paul doing it he would do it while the limb was on the ground?
A. Yes.
Q. Did you ever see anybody help him by standing the limb upright or holding the limb off the ground so he could get at those?
A. No. There is nobody there to help.
Q. You were just watching?
A. Yeah. I would move the logs once he cut them.
Q. All right. So when he did it --
A. I'd load them on the trailer.
Q. When you saw Paul doing this trimming branches off of a limb, he would do that solo?
A. Yes, because we were the only two there.
Q. So if I'm understanding your testimony, as you sit here today, there was never an occasion where you would hold the limb off the ground so that Paul could have an easier time cutting the branches off the limb?
A. I didn't, no.
Q. Okay. Did you ever see anybody else help him in that position?
A. No, because we were the only ones that went.



Q. Okay. Did you and Paul ever do anything with the cut wood other than use it yourself? For instance, did you ever sell it?
A. No. We burned it in our fireplace.
Q. Okay. And then the source of the wood would be a friend of yours that has a farm?
A. Or we'd find people who chopped a tree down and it's laying down in the yard and we'd go and pick up the pieces that they had cut already.
Q. Who is the fellow that you know that has the farm and might let you take some --
A. His name is Jason.
Q. Jason, last name?
A. Madeus.
Q. How do you spell that, sir?
A. M-A-D-E-U-S I think.
Q. And where does he reside?
A. Out by Woodstock. I don't know the little town name.
Q. Is he an acquaintance of yours?
A. He used to live across the street. We all lived in the same neighborhood.
Q. All right. Would he be somebody that you would have a cell phone number for him?

A. I don't have the number. He is not really my friend. He was one of Paul's friends.
Q. All right. Just in followup to some questions that Mr. Mast had, you never -- you did not go to the hospital with David and Paul, correct?
A. Correct.
Q. You didn't go up there anytime?
A. No.
Q. So the conversation -- You would not have direct personal knowledge of any conversations that occurred between Mr. Gagnon and Mr. Dulberg at the hospital or in the parking lot of the hospital?
A. No.
Q. And with respect to -- Strike that.
If someone was to claim that you were present for a conversation during which Mr. Dulberg said this could be the best thing that ever happened to me, I might not have to work again, you would deny hearing a comment like that?
A. Yes. That never happened.
Q. And there was a conversation when you went to get the insurance information from Mr. Gagnon and if I heard your testimony correctly, Dave had asked what would be in it for him if he gave the insurance



information; is that how you recall it?
A. Yes. Yes.
Q. So if Mr. Gagnon was claiming actually the reverse was the situation, that Mr. Dulberg posited to him that it could be to his advantage that if he helped him, that's not your recall as to that conversation?
A. No. What I recall is Dave saying what am I going to get out of this? I can go the easy way or the hard way.
Q. So to answer the question then, your recall of that conversation you didn't take away from it that Mr. Dulberg was implying that he would -- that Mr. Gagnon could get money out of this, too?
A. No.
Q. Do you know anything about the training that Mr. Dulberg may have received as to how to use a chain saw?
A. I have no idea.
Q. Had you ever seen David Gagnon using a chain saw at any time prior to this?
A. Have I? No.
MR. BARCH: I think that's all I have.
MR. MAST: I don't have anything.



MR. ACCARDO: I don't have anything else.
MR. MAST: As a witness, you have a right to review the transcript if it's transcribed of this and review it and sign off on it or you can waive that right and just rely on the accuracy of the court reporter taking this down.
Most people just waive it and rely on the court reporter but you do have a right to see it if you want to see it.
THE WITNESS: She seems like a good typer.
MR. MAST: So you are going to waive?
THE WITNESS: I am good.
MR. MAST: Very good. You are done.
(FURTHER DEPONENT SAITH NOT.)



C E R T I F I C A T E

I, Paula Ann Erickson, Certified Shorthand Reporter, Registered Professional Reporter and Notary Public, do hereby certify:

That the witness in the foregoing deposition named was present at the time and place therein specified;

That the said proceeding was taken before me as a Notary Public at the same time and place and was taken down in shorthand writing by me;

That this transcript is a true and accurate transcript of my shorthand notes so taken, to the best of my ability.

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

_____

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this _____ day

of _____, 2013.

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IN THE CIRCUIT COURT

FOR THE 22ND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

PAUL DULBERG, )
)
Plaintiff, )
)
vs. ) No. 12 LA 178
)
DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, individually, )
)
Defendants. )

The deposition of WILLIAM McGUIRE, taken in the above-entitled cause, before Paula Ann Erickson, Certified Shorthand Reporter, Registered Professional Reporter and Notary Public, on March 20, 2013, at 3421 West Elm Street, McHenry, Illinois, at the approximate hour of 2:25 p.m.

REPORTED BY: PAULA A. ERICKSON

C.S.R. LICENSE NO. 084-003899



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APPEARANCES:

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Appeared on behalf of the Defendant, David Gagnon.

* * * *



THE REPORTER: Sir, can you raise your right hand, please?

WILLIAM McGUIRE,

after being first duly sworn, deposeth and saith as follows:

EXAMINATION

BY MR. MAST:

Q. Please state your name, sir.

A. William McGuire.

MR. MAST: This is the discovery deposition of William McGuire, taken pursuant to notice, in accordance with the applicable rules.

BY MR. MAST:

Q. Mr. McGuire, what's your address?

A. 1016 West Elder Avenue, McHenry, Illinois 60051.

Q. Okay. And you live with Carolyn?

A. Yes.

Q. She is your wife?

A. Yes.

Q. How long have you been married?

A. I am not remembering very good. '91. Since '91.

Q. Okay. And you have always lived at that

address?
A. Let's see.
Q. I meant during your marriage.
A. I moved in in '89.
Q. At the Elder address?
A. Correct.
Q. Before you were married?
A. Yeah. Yes.
Q. Okay. Do you have any prior marriages?
A. No.
Q. Okay. Any children?
A. No.
Q. Okay. Okay. And Carolyn has three children, two daughters and a son, correct?
A. Yes.
Q. And the son is David Gagnon?
A. Yes.
Q. Okay. And have you known Dave -- Well, let me ask this: How long before you were married did you know --
A. I have known Dave since 1984.
Q. How did you meet Dave?
A. Through his mother.
Q. So you have known Carolyn since '84 as well?



A. Correct.
Q. Okay. Is that when you started kind of dating, that type of thing?
A. Yes.
Q. Where did you meet? Through what kind of --
A. Where did I meet Carolyn?
Q. How did you meet Carolyn? I'm sorry.
A. I met Carolyn at a marina.
Q. Okay. And are you retired?
A. Yes.
Q. What is your work -- Before you retired, what were you doing?
A. Carpenter.
Q. Okay. When did you retire?
A. '06.
Q. Is that because of the disability?
A. Yes.
Q. Okay. Are you -- What's your injury? What's your disability, back?
A. Correct.
Q. Okay. So you are not able to do heavy type work; is that correct?
A. No.
Q. Is that correct?



A. Yes.
Q. Okay. So you have some type of permanent chronic back problem?
A. Yes.
Q. All right. I am sure you have used a chain saw in your life, correct, or not?
A. No.
Q. So you never used a chain saw?
A. No.
Q. Okay. Although we have a chain saw here on the table that I am understanding you and Carolyn purchased --
A. Correct.
Q. -- the same year as Paul's accident at your house?
A. Yes.
Q. Okay. And I might be wrong but I am taking this from what Carolyn said but Carolyn said that sometime early 2011 before Paul's June 2011 accident you two purchased this chain saw that's here on the desk today?
A. Yes.
Q. And it's a red bodied chain saw and it's a gas chain saw, correct?



A. Yes.
Q. From Efco, E-F-C-O, MT, 3500. That's what I am reading off of it; is that right?
A. Yes.
Q. Yes?
A. Yes.
Q. Okay. Who purchased it?
A. I did.
Q. Okay. Where did you purchase it from?
A. Menards.
Q. And since you have never used the chain saw before and I am assuming because of your injury you weren't planning on using this one, why did you purchase it?
A. Well, I was wondering if we had a storm come through and some trees come down I would learn how to use it. I am a carpenter.
Q. Okay.
A. And I pick up things very quick but if I don't have to use it, I don't want to use it.
Q. Okay. So you got it in case?
A. Emergency, correct.
Q. Okay. And you got it for your use, not anybody else's?

A. Yes.
Q. For yours, I mean, you physically?
A. Personally. Personally in case we have trees come down or any of that problems.
Q. But for you to use, correct? Not for you to have somebody else use. You got it for you to use; is that correct?
A. Basically I bought it if one of the kids wanted to borrow it, I would let them borrow it.
Q. I understand the options there, but I am asking the reason you bought it is for you to use, not somebody else to use?
A. Yes.
Q. There is options, anybody can use it. I get that.
A. Yes.
Q. But you bought it for yourself to use, though, correct?
A. Yes.
Q. All right. How long have you known Paul Dulberg?
A. I probably met him in the '80s because David and him were probably friends and, you know, kids come over and come and go and that's probably when I ran



across him the first time.
Q. All right. Before -- I think Paul's chain saw accident at your house was sometime June 2011; is that your understanding?
A. Yeah.
Q. Okay. Did you know Paul to ever use a chain saw before his injury at your house in 2011?
A. Yes. He was on the property and David used the chain saw.
Q. Are we talking the day of his accident?
A. This is prior.
Q. Okay. Go ahead.
A. Because you were asking if Paul -- I ever saw him operate a chain saw.
Q. You are right.
A. And he was at the house. David cut down an apple tree in the backyard and I saw Paul use the chain saw on an apple -- the stump, the apple stump, to try to get it closer to the ground. That's the only time I ever seen him use the chain saw.
Q. Fair enough. Was that in the same year of his accident at your house?
A. That was prior.
Q. Same year, though?



A. You know, probably -- I believe it was. I believe it was.
Q. Carolyn seemed to think the apple tree cutting was sometime in May of that year.
A. You know, she was probably right. It was before the pine tree.
Q. The evergreens or --
A. Well, I call them evergreen, pine tree.
Q. Same thing. Right. Before Paul's accident?
A. Yes.
Q. Right. Okay. So according to you, sometime in May 2011 when the apple tree was being cut down by Dave, Paul was also there to help and he used it to cut the stump?
A. The stump, the tree stump.
Q. Down lower?
A. Yes.
Q. Okay. And that's the only time -- So the only time you ever saw Paul use a chain saw before his accident in June 2011 was the one time at your house when he cut the stump off that apple tree?
A. Yes. He got the stump lower to the ground.
Q. Is that true? What I just said, is that true? I will say it again because you interrupted me



by adding on. Let's just answer what my question is.
Okay. My question is: The only time you ever seen Paul use a chain saw before his accident at your house in June 2011 was when he cut the stump down a little bit lower from the apple tree that was at your house in May of 2011?
A. Yes. The one David Gagnon cut down and he got the stump down lower, yes.
Q. Is what I just said true?
A. Yes. Yes.
Q. All right. Because you keep adding. Just answer -- If you don't understand my question, I will reword it, but try to answer what I am asking instead of adding on to what my question is, all right?
A. Okay.
Q. Got me?
A. Yeah.
Q. Did you see Paul doing anything with the use of the chain saw that you thought dangerous or unsafe before his accident?
A. No.
Q. Did you know that Paul -- and I'm not sure he was but I have to ask you. On the day of Paul's injury at your house in June 2011, you know, with Dave

there, do you know if Paul was ever even using the chain saw that day?

A. No.

Q. Do you know? You don't know?

A. I don't know if he was using the chain saw.

Q. That's what I am asking. Okay. Let me ask you a couple questions and today -- Well, let me ask it this way: When is the last time you spoke or saw Paul?

A. Probably three weeks ago in a grocery store.

Q. Did you speak to him or just see him?

A. Said hi.

Q. Did he say hi to you?

A. Yes.

Q. Was that it?

A. Correct.

Q. Did you see him carrying anything?

A. No.

Q. Okay. Did you see him do anything that would suggest he wasn't having problems with his arm that he cut in this chain saw accident at your house in 2011?

A. I did not see him doing anything but walking with his mother.

Q. Okay. Before Paul's accident in June 2011 at



your house, were -- did you consider him a friend, just a friend of your stepson's? How did you -- What was his status with you?

A. I considered him a friend of my stepson.

Q. Okay. So more of an acquaintance to you then? He wasn't somebody you'd socialize with outside of your son or something then?

A. Correct. If he wasn't around for my son, he didn't come around.

Q. So he wasn't like your buddy or anything?

A. No. No.

Q. Okay. So you were on good terms with him because he was obviously on good terms with your son before this accident occurred, right?

A. Yes.

Q. Did that change at all at least in your mind? Now Dave has spoken his peace so we don't even need to go into what Dave thinks, but in your mind has your feelings about Paul changed today versus before his injury at your house?

A. Yes.

Q. Okay. Good, bad, indifferent, what?

A. Well, I think he is a fibber.

Q. Okay. Fair enough. You are just being



honest. Okay. Why do you think he is a fibber?

A. You know, it should be cut and dry. I mean, it was an accident.

Q. Right. All right.

A. And that's all I know.

Q. Is it -- So I am reading into this, you can tell me if I am wrong, but is it because a lawsuit was filed; is that why?

A. Duh. Yes.

Q. Well, listen, I have to ask these questions, sir. Let me just go through this and make it easy for me, all right?

A. I'm sorry. Yes.

Q. You are making it hard. The fact that a lawsuit was filed and you are part of that lawsuit has that made you feel that he is a fibber?

A. Well --

Q. Or I am trying to find out.

A. Basically, since the lawsuit was filed and, you know, it wasn't cut and dry, I just probably don't want nothing to do with him now, so.

Q. Okay. So let me -- again, I have -- because some of the words you have used, I have to ask you about it. Do you feel he is a fibber or you just



don't like the fact that he filed a lawsuit against you?

A. I don't like the fact that he filed a lawsuit.

Q. Okay. So fibber meaning liar, you are not calling him a liar?

A. No. No. No. I'm sorry. Just because he filed a lawsuit.

Q. All right. So let me -- Again, I got to clear that up now. Do you believe in your mind that Paul is a fibber or a liar or don't you know?

A. I don't know.

Q. Okay. And I meant more about this lawsuit obviously. You don't know if he is lying or fibbing about the lawsuit because you don't know what happened, right?

A. Yes.

Q. Fair enough?

A. Yes.

Q. Okay. So you would not characterize him as a fibber for filing the lawsuit because you don't know if he is or not, true?

A. True. True. Yes.

Q. Before the accident occurred at your house in

June 2011, did you believe Paul was a credible, honest soul, person?

A. Yes.

Q. Okay. Did you have any reason to believe that he would fib prior to this accident?

A. No.

Q. Okay. All right. Have you heard -- Well, let me put Dave aside for a minute. Other than through Dave, have you heard that Paul was trying to make more out of this accident than was warranted other than -- I'm sorry. Let me --

MR. BARCH: Other than David or his attorney.

BY MR. MAST:

Q. Yeah. Other than through Dave or Dave's attorney or your attorney I guess, have you heard either from Paul or anybody else --

A. No.

Q. -- something to the effect that Paul was trying to make more out of this claim or accident than he should?

A. I have not heard nothing, no.

Q. Okay. Have you ever heard Paul suggest since his accident that he was trying to get people to say things to make this case worth more than it is?



A. No.

Q. Have you ever heard Paul since his accident or anybody -- Strike that.

Have you ever heard Paul since his accident ever suggest that he may never have to work again in his life or he is going to be able to be rich or anything like that, those issues, since this accident?

A. No.

Q. Okay. Have you heard those through Dave?

A. No.

Q. Dave has not even told you those things that Paul has said supposedly?

A. David has told me that he is not telling the truth.

Q. Okay.

A. That's what he told me.

Q. All right. So Dave told you Paul is not telling the truth about the accident.

A. Correct.

Q. But has Dave ever told you since the accident that Paul was trying to get him to lie or get him to say things so that they can retire?

A. Dave --



Q. Hold on. Let me finish the question -- so he can retire or make a lot of money out of this case? Has he said that?

A. No. Dave has never told me that.

Q. Okay. Okay. So I just want to make one other question on that just to make sure I covered everything.

Is it fair to say then other than maybe through your attorney you have never heard any allegation or suggestion whether by Paul or anybody else, Dave, Paul, anybody, that Paul was trying to make more out of this case than was justified and/or trying to get people to talk in favor of him in return for anything? Have you ever heard those things?

A. Other than David's comments or maybe my attorney a little bit, I haven't heard nobody else say a word.

Q. Okay. Including Paul, correct?

A. Oh, yeah.

Q. Okay. So what did Dave tell you in that regard?

A. Dave was saying that somehow the accident happened different than when the way Paul was describing it.



Q. Okay. And that's not quite what I asked so let me go back because we are going to get into that. Okay.

Let me -- My question was framed more to other than your attorney, have you heard from anyone including Paul, including Dave, anyone, that Paul was trying to get people to fabricate or lie to his favor in this case or to help him recover in this case?

A. No. Nobody told me that.

Q. Not Dave, not Paul, nobody, right?

A. The only thing I am saying is the question you are asking me is the same question I am saying is if it's got to pertain to the accident, David didn't agree with the way Paul stated the accident happened. Other than that --

Q. And I understand there is two versions of the accident. I understand that.

A. Correct.

Q. My question was different, though. My question was: Have you ever heard, other than through your attorney, that either Paul or Dave suggested that Paul was wanting people to lie for him or to fabricate anything?

A. Other than Dave and my attorney, no. Nobody

has told me anything about --
Q. I am including Dave in that. What did Dave tell you about Paul wanting him to fabricate or lie? Did he say that?
A. As far as Paul telling David to change the story or fabricate?
Q. Yeah. Did he do that?
A. David never mentioned it to me like that, no.
Q. Okay. So all right. So let me say the question again then. Is it fair to say, and putting your attorney's comments to you aside, okay, I am not asking you about your attorneys, but with regard to anybody else, you have never heard anyone suggest that Paul was trying to get Dave to lie, fabricate about this case, fair enough?
A. Yeah.
Q. Okay. You never heard that?
A. No.
Q. All right. As I understand it, there are two evergreens in your backyard back in June 2011 that you guys wanted cut down so you could put a storage shed back there, right?
A. Yes.
Q. Okay. And as I understand it, I don't



remember if it was you or your wife, but one of you asked Dave to do that work -- help with that work, right?
A. Yeah. Knock some lower branches down.
Q. Right. Who asked him to do that?
A. You know, I don't remember.
Q. Okay. It was either you or your wife?
A. Correct.
Q. And I think your wife said she was going to pay Dave something for his gas or whatever, right?
A. Basically, she'd give him a pair of pants. I don't know. They are always mothering the son, you know.
Q. Right. So what their arrangement was as far as money or --
A. Some kind of gift.
Q. Listen, you are going to make this last twice as long as -- I'd like to get you in and out of here as quick as possible but because I have to keep repeating the question, it's going to make it difficult so I am just trying to tell you we can probably get out of here real quick but I am going to have to keep backing up. So let me try to move forward but let me finish my question, okay?



A. Uh-huh.
Q. All right. So whatever the arrangement was between Carolyn and Dave as far as what he would get in return for doing this work, you don't know; fair enough?
A. Yes.
Q. Okay. And what was Dave's experience, if you know, in use of a chain saw before this accident with Paul at your house?
A. Stuff I have heard, a project he worked on through the course of me living there and physically seeing him prune the trees on the property with a chain saw.
Q. Okay.
A. That's about the extent of it.
Q. With a chain saw?
A. Correct.
Q. With your chain saw?
A. No. We didn't have it then.
Q. Okay. With his chain saw on his property?
A. No. Back when David lived at the house.
Q. With you?
A. On our property when David lived there --
Q. Right.



A. -- I don't know where he got the chain saw but he had a chain saw and he done some pruning on the property and that I have seen him do.
Q. Okay. Okay. And how often was that? Just the one time or was it repeatedly?
A. I would say a handful of times.
Q. Okay. Over the course of several years?
A. Yeah. Correct.
Q. And that was while he was living with you?
A. Yeah.
Q. And that's the only time you have known him to use a chain saw other than in 2011?
A. This goes back in, you know, in say in the mid '80s, in the '90s, you know, whenever he would go around the yard and prune stuff up with the chain saw.
Q. Did you have a chain saw at the house at that point?
A. Not mine. You know, he might have borrowed one from a friend or he might have had one. I don't know.
Q. Okay. In 2011 other than the two evergreen trees he was going to take some of the branches down off of, did he do -- did Dave do any other work with the chain saw on your property in that year?

A. Cut the apple tree down.
Q. Okay. Anything else?
A. No.
Q. Okay.
A. You know, he did a little chain saw work. No. That was about it. That was about it that I remember.
Q. Okay. So the apple tree and the two evergreens, those are the only chain saw work he was doing at your house in 2011, correct?
A. That I remember. You know, I'm trying to remember because I know Paul took some scrap from the front yard from a maple tree.
Q. Yeah. Your wife said just to --
A. And --
Q. Go ahead.
A. And I don't remember if he used the chain saw to cut them pieces up a little further but I don't remember that.
Q. What your wife said was a tree company took that tree down.
A. Yes, they did.
Q. Let me finish. And left some stumps or sections and Paul and Dave cut those sections up so



Paul could have firewood. That's what she said.
A. I --
Q. You don't know?
A. I know Paul took the wood, the bulk of the wood.
Q. Who cut it up, you don't know?
A. No.
Q. Okay. So the only time you know that Dave used a chain saw on your property in 2011 was the two evergreens that he was cutting branches off at the time Paul was hurt and the one apple tree?
A. Yes.
Q. Okay. I think Paul's accident was June 28, 2011. Do you know that to be true or not?
A. You know, it sounds -- but I don't know.
Q. Do you know what day of the week it was?
A. No.
Q. Okay. You were retired so you would have not been working. Would you have been home at the time?
A. Yes.
Q. What were you doing at the time of Paul's injury?
A. I was in the house.
Q. Doing what?



A. Watching TV.
Q. Okay. Was that -- Do you know about what time Paul's accident occurred that day?
A. I don't remember.
Q. If you were watching TV when his accident occurred, would that have been pretty much what you were doing for most of the day prior to leading up to his accident or were you doing other things in the house?
A. I was in the house. I am trying to remember -- I might have walked around a little bit, you know, and then I was in the house.
Q. Did you ever go outside the house while Paul and Dave were in the backyard working?
A. No.
Q. So would it be fair to say that day of Paul's accident before his injury, you don't know who was doing what type of work, where, when or how?
A. That's true.
Q. Okay. And you never viewed at any time prior to Paul's injury what they were doing back there in the backyard, correct?
A. That's correct.
Q. Do you know what -- I know that you said Dave



was going to cut down some limbs from the two evergreens, right?
A. Yes.
Q. And I think Carolyn then said ultimately once the limbs were down, you were going to have the tree company come out and cut the big base of the tree down, right?
A. Yes.
Q. So Dave's task was really just to take the branches off the base of the tree, right?
A. Yeah.
Q. All the way up?
A. No. No. It was too high.
Q. So just up to a certain level?
A. Yes. Yes.
Q. Okay. How high, do you know?
A. You know, I want to say, I don't know, 15, 20 some feet. You know, I don't know. It was tall trees. That's all I am saying.
Q. And the limbs at the bottom are bigger than the limbs at the top, right?
A. Yes.
Q. How wide -- if you have an estimate, how wide are the limbs, the branches, coming off the evergreens

at the bottom of the trees?
A. Oh, they had to be -- in the base of it had to be, I don't know, four or five feet, something like that.
Q. How wide around?
A. Oh, wide around, inch and a half in diameter.
Q. Okay. All right. And do you have any idea of how many total branches needed to be cut down by Dave?
A. No.
Q. Okay. Was it more than 20?
A. Oh, yeah. Probably.
Q. There was a lot of them?
A. Probably, yes.
Q. Do you know when he started this work in relationship to the day of the accident?
A. The day before.
Q. Okay. Do you know how many hours he worked the day before?
A. Maybe an hour and a half, a couple hours I think. I really don't remember.
Q. Okay. So after working the day before, there would have been branches already on the ground, right?
A. Correct.



Q. And did you know Paul was coming over to help out?
A. No.
Q. Did you know who invited him over?
A. No.
Q. Okay. Did you even know he was on your property when --
A. Yes.
Q. Let me finish the question. Did you even know Paul was on your property by the time he got hurt?
A. Yes.
Q. How did you know he was on the property?
A. Because I seen him out in the yard. I petted his dog.
Q. You mean when he arrived?
A. Sometime through the course when he was there.
Q. Oh, because I asked you before if you ever saw them work during the process of their work and you said no, so.
A. I didn't see them working but I petted his dog.
Q. Oh, so you knew he was there because his dog



was there?
A. Yes.
Q. You didn't know he was there by seeing him?
A. Yes. I seen him on the property.
Q. All right. When he got there or during the course of the day?
A. I don't know when the exact time he arrived but I looked out in the yard and there was him and his dog.
Q. Okay. And did you go outside when you saw him there?
A. Maybe I was outside or something. I don't remember coming in and out but --
Q. This is what I am trying to understand, you said you never saw what they were doing.
A. Right.
Q. Paul and Dave, so I am assuming what did the dog come inside and that's when you petted him or when did you pet the dog?
A. They were working behind the garage and I didn't go behind the garage where they were working but if you come up to the back -- the back of the house, before you go around the garage, that's where I saw David, Paul and the dog. I went outside, petted the



dog, said hi to Paul and I went back in the house.
Q. All right. So you were only outside a minute or two?
A. Yeah. Not long.
Q. Okay. And you went out there specifically to pet the dog and say hi to them or for some other reason?
A. You know, I might have been taking out a bag of trash. I don't remember.
Q. Okay. And where you saw Paul and Dave, were they engaged in the tree work at the time or had they taken a break? What were they doing?
A. No. No. Just chitchatting.
Q. Okay. So this is before they began work that day, during the midst of their work, do you know?
A. I couldn't tell you.
Q. Okay. What time was this, do you know?
A. No. I don't remember.
Q. Do you know how long Paul was at the property already by the time you went back to pet the dog and say hi to him?
A. No.
Q. Okay. Where you saw them was that in the area that they would have been working to cut the tree

down --
A. No.
Q. -- or was that somewhere else?
A. It was in -- It was like by the driveway and the work was in the back of the -- towards the back of the yard. They were in the -- by the -- say around the back door of the back porch.
Q. Of the house.
A. Correct.
Q. Why were they there in relationship to the work they were doing? Do you have any idea?
A. No. I don't know what they were doing. They were standing there talking and the dog was sitting there.
Q. All right. Your wife was inside?
A. Yes.
Q. Did you know your wife ever to go outside while they were working that day?
A. She might have -- Go ahead.
Q. Did you know if your wife was ever outside that day of Paul's injury before his injury?
A. I don't keep track of her.
Q. So the answer is you don't know?
A. I don't know.



Q. Okay. All right. So when you went outside, you met up with them kind of at the rear of the house?
A. Yes.
Q. But they were not engaged in the work at the time, right?
A. Right.
Q. And you pet the dog and went back inside?
A. Yes.
Q. Okay. And that's the extent of your time outside the house prior to Paul's injury to your knowledge?
A. Yeah.
Q. Okay. So you don't know who was doing what that day, when and how, fair enough?
A. Yes. I don't know.
Q. As far as Dave and Paul, you don't know who was doing what -- whose tasks were what tasks or what they were doing, fair enough?
A. I don't know. I don't know.
Q. Is that fair enough then?
A. That's -- I don't know. Correct.
Q. Okay. What is your first knowledge or notice of Paul's accident then?
A. I heard some commotion and I ran outside and



they were getting in the vehicle to go to the -- to get patched up.
Q. To go to the hospital?
A. Yeah.
Q. Okay. So was Paul's arm already wrapped?
A. You know, I am trying to remember if my wife was getting him a towel or something like that. I don't know but all I know is they were beelining it for the -- a vehicle.
Q. Okay. So they were on their way from the house to the car?
A. Yeah. Yeah. So I might have caught a glimpse of them by the back door going to the -- I am trying to remember and then something about -- oh. Yeah. I did hear him say from the vehicle please watch my dog.
Q. Okay. Paul said that?
A. Yes. Yeah.
Q. It was Paul's dog?
A. Yes and I believe he was already in the vehicle when he yelled out the window that.
Q. Okay. So they were already basically gone --
A. Yeah.
Q. You didn't have a chance to talk to them,



right?
A. I did not talk to them.
Q. So by the time they were leaving for the hospital in the car that you saw, you didn't know what happened other than there must have been some injury?
A. Correct.
Q. Did you know who was injured?
A. Yes. Paul.
Q. How did you know that?
A. My wife said Paul is injured.
Q. Did she say how he got injured?
A. No.
Q. Okay. After he left, Paul left with Dave to the hospital, when did you next see Paul and Dave?
A. When they came back from the hospital.
Q. How many hours later?
A. It seemed like three, four.
Q. And did you speak to Paul and Dave?
A. Yeah.
Q. What did they say?
A. Well, they weren't talking too much. I asked Paul how he is feeling. He said I am a little sore and I asked David, you know, and Dave says not too good. You know, he says -- weren't in a very talkative mood.

Q. Not too good meaning Paul wasn't too good or what?
A. Well, Paul basically just came back and he -- I am trying to figure out how he got home. Maybe Mike --
Q. I am not evening asking that right now.
A. Okay.
Q. My question is: What did Paul and Dave say when they arrived home at the hospital? You said Paul said I am sore. Then David --
A. David really wasn't talking at all.
Q. Did either of them discuss how the accident occurred with the chain saw?
A. No. No.
Q. How long were they back at the house? Short -- Were they only there for a short period of time?
A. Yes. Yes.
Q. And did they both leave again?
A. I am trying to remember how he got home.
Q. I'm not asking how anybody got home. I am asking once they arrived home with Paul and Dave, they then left again or don't you know that?
A. You know, I don't remember if he came back to



our house or he came back to his house.
Q. Who is "he"? Who, Paul?
A. After the emergency room.
Q. Who?
A. Paul.
Q. Who is "he"? Okay.
A. I don't remember if he came back to our house or I don't remember if David drove him directly home to his house. I don't remember that. I am trying to remember that.
Q. Okay. All right. So when -- You would not have talked at least --
A. Wait a minute. I do remember now. He did come back to our house and I asked him how you doing and he says okay. And then --
Q. Who is "he"? I don't know who you are talking about.
A. Paul, the guy that got hurt.
Q. Paul said I am okay?
A. I asked him how are you doing? Paul said I am okay.
Q. Okay. Did he say anything else?
A. No.
Q. And then what did Dave say?



A. Dave didn't really talk.
Q. Okay. How long did they stay home?
A. A minute or something. He was collecting on the dog.
Q. Okay. Then what did they do?
A. Let's see. Mike McArtor picked the dog up. Maybe he took Paul, too. I don't remember.
Q. All right.
A. I don't remember.
Q. At least what Carolyn says is that Dave and Paul drove away to fill his prescription and then Dave came back alone.
A. You know, they could have. They could have.
Q. So you don't know that?
A. Right.
Q. Okay. All right. So by the time Dave returned home, whether Paul was with him or not, you don't know?
A. I don't know.
Q. Okay. Did Dave tell you -- now this is still the same day of the accident? Did Dave tell you how the accident occurred?
A. No.
Q. Has Dave ever described for you how the



accident occurred?
A. Yeah.
Q. When? First time.
A. Probably a day or so later.
Q. What -- So a day or so after the accident, Dave had a conversation with you?
A. Yeah.
Q. What did he say?
A. He says -- How did it go? He stuck his arm --
Q. Who is "he"? I need names so I know who you are talking about.
A. Hang on. Hang on. He said that Paul stuck his arm --
Q. Wait. Stop. Dave said that Paul --
MR. BARCH: Try to use names when you are referring to the people. That's all he is asking.
THE WITNESS: Okay. David said that when working with Paul, somehow Paul did something wrong and got his arm cut.
BY MR. MAST:
Q. Did he explain what he did wrong?
A. No. He really didn't.
Q. Did he say that he got his arm cut on the

chain saw?
MR. BARCH: "He," David?
MR. MAST: You got me.
THE WITNESS: David said he got his arm -- Paul got his arm cut on a chain saw.
BY MR. MAST:
Q. But David didn't specify how or what he did to get cut?
A. No. No.
Q. Okay. Did Dave ever specify to you at any other conversations about what Paul did and why it caused him to get cut by the chain saw?
A. No.
Q. So other than that first conversation with Dave where he just described generally that Paul did something wrong to get cut --
A. Yeah.
Q. -- did you have any other conversations with Dave about how the incident occurred?
A. No.
Q. Was that the only time?
A. Basically, yeah.
Q. Okay. Dave never got more specific than that?



A. No.
Q. All right. So any time you have talked to Dave it's always been, well, Paul did something wrong to get cut but he didn't specify anything more than that?
A. No.
Q. Is that correct?
A. Yes. He didn't want to talk about that, and he wasn't --
Q. Is that correct what I just said?
A. Correct.
Q. Okay. Did you ever talk to Paul about how the accident occurred?
A. No.
Q. Since the accident, have you ever talked to Paul?
A. Yes.
Q. How many times?
A. Maybe -- I am trying to think here. That may be once since the accident happened I have seen him in the grocery store.
Q. Is that the one you talked about earlier today?
A. Correct.



Q. Where you just said hi to him?
A. Correct.
Q. So since Paul's accident at your house with the chain saw, you have only spoken to him once and that was at the supermarket when you said hi to him and he said hi to you and that was it, right?
A. You know, I think he did come over. I don't remember. I think he did come over and I asked him, you know, how you doing or something like that and it was probably a week or so after.
Q. Okay. Let me go back then. My question was how many times have you spoken to Paul since the accident. Your answer is twice, right?
A. Probably twice.
Q. Okay. The first time is one week after the accident where Paul came over to the house, correct?
A. Yes.
Q. And who was present?
A. My wife.
Q. Okay. And Paul?
A. Yes.
Q. Okay. And what -- How long was Paul there?
A. A couple minutes with his dog.
Q. And what did Paul say to you or either of



you?
A. Well, you know, basically said I am going along. Everything is fine and, you know, my wife said how you doing and exchanged pleasantries and that was about it.
Q. Okay. Now, this is kind of what I'm wanting to find out. Paul has obviously -- at least to me obviously, has had some follow-up treatment and has had some difficulties with his arm because of this accident. Okay. Are you aware of that or not?
A. I have heard that, yes.
Q. Okay. So when you say a week afterwards that he said I am doing fine, are you saying that everything is great? He is not having --
A. Well, he seemed to be --
Q. Let me finish the question. Are you saying that he related to you that everything is great, he is having no problems or was he just trying to exchange pleasantries and say yeah, everything is okay?
MR. BARCH: I just object to the form of the question but go ahead if you understand it.
THE WITNESS: When the guy said he is fine, I thought he was healing well and meant I am doing fine.

BY MR. MAST:

Q. Okay. Did he describe for you what he meant by fine other than use the word --

A. No. No. No.

Q. -- other than use the word fine in response to your inquiry?

A. No. He didn't describe fine.

Q. Okay. Did he say I am pain free?

A. No.

Q. Did he say I am back to normal or anything in that regard?

A. No.

Q. Okay. Did he ever describe for you, again Paul, how the specifics of his accident occurred?

A. No.

Q. After that couple minutes at your house, he left and you only saw him one other time, that was at the supermarket where you exchanged hi's and that was it?

A. Yes. Yes.

Q. And that was the one you described earlier on in this deposition when you met him at the grocery store?

A. Yes.



Q. Okay. And you never spoken or talked to Paul other than those two times since the accident, correct?

A. Yeah.

Q. All right. I think I am -- Oh, wait. I wanted to ask you since I got these photographs, I might as well get these marked. I will just mark one of them because they are all the same.

(Whereupon, Deposition Exhibits 1, 2 and 3 were marked and dated.)

BY MR. MAST:

Q. Okay. I just marked three exhibits. The first one is a photograph we took today of the chain saw that's on the table in front of you, correct?

A. Uh-huh.

Q. Yes. I need you to verbalize the answer yes.

A. Yes.

Q. Okay. Is that the chain saw you have talked about over the course of your deposition today? That's the chain saw that Dave was using at the time of Paul's accident?

A. Yes.

Q. And that's the chain saw that you purchased



earlier in the year new from Menards, correct?

A. Yes.

Q. Okay. And Exhibit 2, is that a true and accurate copy of the manual for that same chain saw you purchased?

A. I believe so.

Q. And Exhibit 3 I believe is some additional paperwork that came with it as well as the receipt on the top, correct?

A. I assume so, yes.

Q. Well, take a look. I need you to make sure. Is that what that is? Just take a look through all of those documents in Exhibit 3 just to make sure those were all documents that came with the purchase of the chain saw.

A. Yes. They came with the chain saw.

Q. So all of the materials, Exhibit 2 and 3, all those materials came with the purchase of the chain saw, correct?

A. Yes.

Q. Okay. And they are all accurate copies of those documents, correct?

A. Yeah.

MR. MAST: Okay. Thank you. That's all I have.



MR. ACCARDO: I do not have any questions.

EXAMINATION

BY MR. BARCH:

Q. Just earlier when Mr. Mast was asking you about what you knew about Dave's experience with a chain saw, you mentioned that he did some pruning of trees. You saw him do that around your home?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. Then you also said you heard some stuff about him using chain saws?

A. Yes.

Q. And when you say you heard some stuff about him using chain saws, what were you referencing?

A. I was referencing to him through the course of the years when he was living there when I was living there when he was out helping friends and coming back home and saying something like I did some work for -- pruning some trees on some people's property or, you know, helping a friend out.

Q. Okay. So -- And to the extent David may have had some experience with a chain saw away from your home, you wouldn't know about that, you weren't there;

is that fair?

A. True.

Q. And at any time prior to Mr. Dulberg being injured on June 28, 2011, did you have any reason to be concerned about the manner or method that David was using the chain saw?

A. No. I had no concern.

Q. At any time that day or the day before, did you go out there and tell him how you wanted him to use the chain saw?

A. No.

Q. Did you tell him how you wanted him to go about tending to the trees, the pruning of the trees?

A. No.

Q. Is it fair to say that you left all the cutting and the decisions on what to do and how to do it up to David?

A. Yes.

Q. And with respect to what David and Paul may have talked about, if anything, that day, how they were going to go about using the chain saw, what they were going to do with respect to those trees, you weren't part of any of that?

A. True. I was not part of any of it.



MR. BARCH: That's all I have.

MR. ACCARDO: I don't have anything.

MR. MAST: All right.

MR. BARCH: We are going to -- We are just going to reserve. Carolyn is going to look at her transcript. I will give you a chance to read it, too, before it's final.

THE WITNESS: Okay.

(FURTHER DEPONENT SAITH NOT.)



IN THE CIRCUIT COURT
FOR THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,
Plaintiff,
vs. No. 12 LA 178
DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, individually,
Defendants.

I, WILLIAM McGUIRE, being first duly sworn, on oath say that I am the deponent in the aforesaid deposition taken on March 20, 2013; that I have read the foregoing transcript of my deposition, and affix my signature to same.

_____
WILLIAM McGUIRE

Subscribed and sworn to before me this _____ day of _____, 2019

_____
Notary Public



C E R T I F I C A T E

I, Paula Ann Erickson, Certified Professional Reporter, Registered Professional Reporter and Notary Public, do hereby certify:

That the witness in the foregoing deposition named was present at the time and place therein specified;

That the said proceeding was taken before me as a Notary Public at the same time and place and was taken down in shorthand writing by me;

That this transcript is a true and accurate transcript of my shorthand notes so taken, to the best of my ability.

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

_____

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this _____ day

of _____, 2019.

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