ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
of the
SUPREME COURT OF ILLINOIS

One Prudential Plaza
130 East Randolph Drive, Suite 1500
Chicago, Illinois 60601-6219
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Fax (312) 565-2320

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Springfield, IL 62704
(217) 546-3523 (800) 252-8048
Fax (217) 546-3785

Paul Dulberg
By email: paul_dulberg@comcast.net

Chicago
June 25, 2024

Re: Thomas William Gooch, III
in relation to
Paul Dulberg
No. 2023IN03895

Dear Mr. Dulberg:

Attached is a copy of the response of Thomas Gooch, III to the matters about which you have complained.

If you believe the response is inaccurate or if you wish to comment or provide additional information, please write to me within fourteen days. You may submit comments or additional information to me by email to vandrzejewski@iardc.org. If you send more information by regular mail, please do not staple or bind your correspondence and do not use exhibit tabs.

We will evaluate the matter and advise you of our decision. Again, thank you for your cooperation.

Very truly yours,

/s/ Scott Renfroe

Scott Renfroe
Deputy Administrator, Appeals

SR:vja
Attachment

LAW OFFICES
THE GOOCH FIRM
209 SOUTH MAIN STREET
WAUCONDA, IL 60084

THOMAS W. GOOCH
SABINA D. WALCZYK

OFFICE: (847) 526-0110
FACSIMILE: (847) 526-0603
OFFICE@GOOCHFIRM.COM

June 16, 2024

Scott Renfroe, Deputy Administrator
Attorney Registration and Disciplinary Commission
130 E. Randolph Drive, Ste 1500
Chicago, IL 60601
(Sent via email to srenfroe@iardc.org & vandrzejewski@iardc.com)

RE: *Thomas Gooch in relation to Paul Dulberg*
No. 2023IN03895

Dear Mr. Renfroe:

On March 15, 2024, I received from your office a complaint filed by Paul Dulberg as 2023IN03895.

I have not represented Mr. Dulberg for over six (6) years, and I needed to look through his various exhibits that he has attached that consists of a 99-page complaint including portions of complaints directed against other attorneys .

The commission needs to realize this complaint was not written by Mr. Dulberg but by his brother who interfered in this matter since "day one". In support of this allegation, I refer to his email correspondence attached hereto as exhibit "C" where he comments on his disability and cognitive issues. I believe that email was written by his brother.

In any event as can be seen from the client file previously sent you we did a considerable amount of work on this file including the necessary due diligence, investigation, drafting a complaint, reviewing and responding to motion practice, devising and filing an amended complaint, more motion practice and then I was fired. My firm more then earned a Ten Thousand Dollar retainer and earned it almost immediately after being retained by reviewing the underlying case file and appropriate law which is not unusual in legal malpractice cases and is the main reason we ask for an advance fee retainer, we need for our own protection and the protection of our clients to spend extensive time investigating not only allegations of negligence but also the underlying matter. Legal Malpractice cases are not well received, and sanctions are always a concern. Sometimes after all of this review it can be determined that a malpractice case is not warranted, at

that point most clients are unwilling to pay for the time spent, hence the retainer requirement although by the time a retainer agreement is signed I have made a initial determination of malpractice yet sometimes that changes after further evaluation.

In this case from the first meeting his brother attended and with a strong will furnished his knowledge of malpractice and instructions on how I should proceed. The situation became untenable.

I attach "Exhibits A to C" which illustrates what to me was the "final straw". Exhibit "A" is my email to him voicing my frustrations with the email marked as "exhibit "B' with research attached created by his brother explaining to me how to properly file an amended complaint. I thought it typical but a bit too far and decided I was done dealing with his brother as reflected in Exhibit "A". Thereafter I received "exhibit "C" purportedly written by the client but actually by his brother and I immediately complied and withdrew furnishing him the withdrawal order.

Thereafter, I was contacted by the Clinton firm and I without copying charges furnished them with a copy of my file and advised them I was releasing my liens on the case. I believe Mr. Clinton was let go and another firm took over until the matter was finally lost I suspect with the continued oversight and interference by the complainants brother.

I note that the complaint suggests that I was responsible for paying an expert witness. My 2016 retainer agreement specifies that the client is responsible for the payment of all expenses including experts. Even if I were responsible my services had already been terminated long before it was time to disclose an expert, I am hardly responsible for payment under any conditions.

Finally, I apologize to Mr. Dulberg and the commission for my delay in responding. Both the commission and Mr. Dulberg were entitled to prompt responses and I do apologize. Not as an excuse but in mitigation I incorporate herein by reference my letter to you of June 14, 2024 detailing the serious health issues I have been confronted with in 2022, 2023 and early 2024.

In summary I do not see a violation of the rules of professional conduct and think it noteworthy that an almost six year delay occurred before a request for investigation was filed. I ask the commission to close this matter without further action.

Alternatively, he also included a username and password for your use to access these documents although I cannot tell from his letter what platform hosts that username and password nor do I know if I can also access that way as the username has been created as "ARDC". If you are unable to furnish me with a copy of the hard drive, I suspect I will need the rest of the information to access the online platform and your permission to do so.

Very truly yours,

Thomas W Gooch
Attorney at Law

TWG
Encl.

Sincerely,

Paul Dulberg

On 10/2/2018 1:06 PM, Thomas W. Gooch III wrote:

> Mr. Duhlberg;
>
> I have your attachment and am deeply offended by it.
>
> I more upset over being ordered to call you today. I am preparing for trial and frankly don't have time to read or comment on your attempts to educate me on what legal malpractice is all about, I particularly don't have time top read outdated cases on the elements of a legal malpractice case, nor do I have any intention of quoting the law you sent to me.
>
> You understand full well I'm sure that I have been doing this for a very long time, if I need help on understanding the law I will get from someone who knows how to do legal research, you and your brother don't.
>
> If I have anymore of this authoritative comments or instructions I will have to give particular thought to withdrawing my appearance and letting you represent your self or find someone else, understand this is not an empty threat, I will tolerate any more of this. If I need a factual question answered and I'm sure I will in the course of this litigation then I will ask you but kindly stop with rudimentary research. The Google searches of you and your brother are not replacements for my law license.
>
> I generally don't have a proble3m with relatives helping out and being involved just so long as the client understands that the relatives involvement may waive the attorney client privilege. However at this point your brother has become more the problem then helpful. While I can not prevent him from injecting himself into your case through you, I am no longer willing to have him present at conferences or communicate directly with me.
>
> At this point with everything I have going and the attitude you are displaying I have serious doubts as continuing to represent you. Kindly do not communicate with my staff on the telephone in the manner you chose today
>
> Sincerely
>
> Thomas W Gooch
> The Gooch Firm
> 209 S. Main Street
> Wauconda, Illinois 60084
> 847.526.0110
> Gooch@goochfirm.com
> WWW.Goochfirm.com
>

required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

From: Paul Dulberg <pdulberg@comcast.net>
Sent: Tuesday, October 02, 2018 9:11 AM
To: Thomas W. Gooch III <gooch@goochfirm.com>; Sabina Walczyk <swalczyk@goochfirm.com>; Office Office <office@goochfirm.com>; Nikki <nikki@goochfirm.com>
Subject: Fwd: from tom

Hi Tom and Sabina,
Please see the attached file.
contact me with any questions.
Thank you,
Paul

-------- Forwarded Message --------

Subject:from tom
Date: Tue, 2 Oct 2018 07:32:00 -0500
From:T Kost <tkost999@gmail.com>
To:me <pdulberg@comcast.net>

see attached

B

Comments to the Gooch firm concerning the first amended complaint:

It is my opinion that the first amended complaint failed to adequately address the underlying case that DULBERG had against the MCGUIRES. Please note the case of Ignarski v Norbut which serves as an example of the same problem. I quote the relevent sections from Ignarski v Norbut below...

"The elements of a legal malpractice claim are: (1) the existence of an attorney client relationship which establishes a duty on the part of the attorney; (2) a negligent act or omission constituting a breach of that duty; (3) proximate cause establishing that "but for" the attorneys negligence, the plaintiff would have prevailed in the underlying action; and (4) damages. (Pelham v. Griesheimer (1982), 92 Ill. 2d 13, 64 Ill. Dec. 544, 440 N.E.2d 96; Sheppard v. Krol (1991), 218 Ill.App.3d 254, 161 Ill. Dec. 85, 578 N.E.2d 212; Claire Associates v. Pontikes (1986), 151 Ill.App.3d 116, 104 Ill. Dec. 526, 502 N.E.2d 1186.) Because legal malpractice claims must be predicated upon an unfavorable result in the underlying suit, no malpractice exists unless counsel's negligence has resulted in the loss of the underlying action. (Claire Associates, 151 Ill.App.3d at 122, 104 Ill. Dec. 526, 502 N.E.2d 1186.) Plaintiff is required to establish that but for the negligence of counsel, he would have successfully prosecuted or defended against the claim in the underlying suit. (Sheppard, 218 Ill.App.3d at 257, 161 Ill. Dec. 85, 578 N.E.2d 212; Claire Associates, 151 Ill.App.3d at 122, 104 Ill. Dec. 526, 502 N.E.2d 1186.) Damages will not be presumed, and the client bears the burden of proving he suffered a loss as a result of the attorney's alleged negligence. Sheppard 218 Ill.App.3d at 257, 161 Ill.Dec. *289 85, 578 N.E.2d 212; Claire Associates, 151 Ill.App.3d at 122,104 Ill. Dec. 526, 502 N.E.2d 1186.

As a result of the foregoing, the plaintiff at bar was required to plead a case within a case. In particular, he was required to plead ultimate facts establishing why KFC had a duty to protect him from the criminal acts of third parties."

Likewise in the case of DULBERG, the first amended complaint does not plead ultimate facts establishing why the MCGUIRES had a duty duty of reasonable care to DULBERG and how the MCGUIRES breeched that duty. The complaint must plead: 1) the existence of a duty owed to DULBERG by the MCGUIRES 2) a breach of that duty; 3) an injury proximately caused by the breach; and 4) damages.

More from Ignarski v Norbut...

"As previously stated, the plaintiff failed to plead a case within a case. In particular, because the second amended complaint did not contain ultimate facts as to why KFC owed plaintiff a duty of protection, it did not satisfy the proximate cause requirement (i.e., but for the attorney's negligence, plaintiff would have prevailed in the underlying action). Plaintiff, however, essentially seeks to dispose of the proximate cause requirement. In attempting to do so, plaintiff ignores Illinois case law which has repeatedly rejected this position. In Sheppard 218 Ill.App.3d 254, 161 Ill. Dec. 85, 578 N.E.2d 212, the defendant was injured at work by an unidentified and allegedly defective forklift. The *291 defendant attorney was retained to investigate and file a product liability action against the manufacturer of the forklift. The complaint alleged that the attorney never investigated the facts, never identified the manufacturer, and failed to institute legal proceedings. Subsequently, plaintiff's employer disposed of the forklift making it impossible to prosecute the claim. The trial court dismissed plaintiff's complaint because it did not plead, and plaintiff could not prove, that he would have prevailed in the product liability suit "but for the defendant's negligence." In affirming the trial court's dismissal, this court rejected the plaintiff's argument that defendant's negligence should absolve the plaintiff of his responsibility to identify the forklift manufacturer. Sheppard, 218 Ill.App.3d at 258; 161 Ill. Dec. 85, 578 N.E.2d 212; see also Beastall v. Madson (1992), 235 Ill.App.3d 95, 175 Ill. Dec. 865, 600 N.E.2d 1323; Coofc v. Gould (1982), 109 Ill.App.3d 311, 64 Ill. Dec. 896. 440 N.E.2d 448."

In short, we have no case against MAST unless we can establish that "but for" the attorney's negligence, the plaintiff would have prevailed in the underlying action. In other words, we have to show that DULBERG would have prevailed against the MCGUIRES if it wasn't for the actions of MAST. The first amended complaint did not sufficiently address the "case within a case" or the "underlying case", which is against the MCGUIRES.

The judge needs more details on the legal basis by which DULBERG could have prevailed against the MCGUIRES if MAST didn't give such crappy counsel.

I believe that the following argument establishes the legal basis by which DULBERG would have prevailed against the MCGUIRES and this agument or something like it should be included in the second amended complaint...

HOW TO PRESENT THE LIABILITY OF THE MCGUIRES:

Premises liability is generally defined as "[a] landowner's or landholder's tort liability for conditions
or activities on the premises." Black's Law Dictionary (9th ed. 2009).

A premises-liability action is a negligence claim. See, Salazar v. Crown Enterprises, Inc., 328 Ill.
App. 3d 735, 740, 767 N.E.2d 366, 262 Ill. Dec. 906 (1st Dist. 2002).

The essential elements of a cause of action based on common-law negligence are the existence of a duty owed by the defendant to the plaintiff, a breach of that duty, and an injury proximately caused by that breach. Ward v. Kmart Corp., 136 Ill. 2d 132, 140, 554 N.E.2d 223, 143 Ill. Dec. 288 (1990).

Under the Premises Liability Act, "the owner or lessee of premises owes a duty of 'reasonable care under the circumstances' to those lawfully on the premises." Simmons v. American Drug Stores, Inc., 329 Ill. App. 3d 38, 43, 768 N.E.2d 46, 51, 263 Ill. Dec. 286 (1st Dist. 2002), quoting 740 ILCS 130/2 (West 2000). In a situation where a plaintiff alleges that an injury was caused by a condition on the defendant's property, and the plaintiff was an invitee on the property, whether the injury is reasonably foreseeable is determined pursuant to section 343A of the Restatement (Second) of Torts. Section 343 of the Restatement provides:

A possessor of land is subject to liability for physical harm caused to his invitees by a condition on the land if, but only if, he

(a) knows or by the exercise of reasonable care would discover the condition, and should realize that it involves an unreasonable risk of harm to such invitees, and

(b) should expect that they will not discover or realize the danger, or will fail to protect themselves against it, and

(c) fails to exercise reasonable care to protect them against the danger.

Restatement (Second) of Torts § 343 (1965).

An exception to this general rule, known as the "open and obvious danger rule", is set forth in section 343A of the Restatement. It provides:

A possessor of land is not liable to his invitees for physical harm caused to them by any activity or condition on the land whose danger is known or obvious to them, unless the possessor should anticipate the harm despite such knowledge or obviousness.

Restatement (Second) of Torts § 343A(1).

Facts:

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

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

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

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

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

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

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

could help GAGNON.

h) The MCGUIRES were in possession of the owners manual and looked at it while DULBERG was present, however they asked DULBERG to help GAGNON anyway. They had the manual and DULBERG did not. They had access to knowledge about the warnings clearly stated in the manual that DULBERG did not have. "A duty to warn exists where there is unequal knowledge, actual or constructive, and the defendant, possessed of such knowledge, knows or should know that harm might or could occur if no warning is given." (Pitler, 92 Ill.App.3d at 745, 47 Ill.Dec. 942, 415 N.E.2d 1255, quoting Kirby v. General Paving Co. (1967), 86 Ill.App.2d 453, 457, 229 N.E.2d 777.)

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

As stated in part (g), DULBERG came to the property in order to see if he wanted the wood from the tree and not to help with cutting. Only after being on the property for more than two hours in the MCGUIRES' presence did the MCGUIRES ask DULBERG to help GAGNON. Therefore DULBERG was clearly an invitee and was owed a duty of 'reasonable care' by the MCGUIRES.

The MCGUIRE'S were in possession of the operator's manual of the chainsaw. They were also the owners of the chainsaw. Multiple warnings were clearly printed in bold font in the operator's manual, so the MCGUIRES should have realized that asking DULBERG to help GAGNON while not following any of the warnings described in parts (b), (c), (d), (e), and (f) involved an unreasonable risk of harm to DULBERG.

The MCGUIRES should have expected that since DULBERG did not have access to the operator's manual he was not aware of the explicit warnings described in parts (b), (c), (d), (e), and (f).

Therefore the MCGUIRES failed to exercise reasonable care toward DULBERG. They had access to knowledge about the warnings clearly stated in the manual that DULBERG did not have. "A duty to warn exists where there is unequal knowledge, actual or constructive, and the defendant, possessed of such knowledge, knows or should know that harm might or could occur if no warning is given." (Pitler, 92 Ill.App.3d at 745, 47 Ill.Dec. 942, 415 N.E.2d 1255, quoting Kirby v. General Paving Co. (1967), 86 Ill.App.2d 453, 457, 229 N.E.2d 777.)

The chainsaw accident was or should have been reasonably foreseeable to a person who read the warnings described in parts (b), (c), (d), (e), and (f) and failed to heed

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

Also, MAST could have attempted to impose liability on a possessor of land by a negligence claim rather than through Premises Liability.

In this case, under the general negligence theory, all the plaintiff would need to prove is that the defendant negligently created the dangerous condition on its premises. Plaintiff would only need to prove the existence of a duty owed to DULBERG, breach of the duty, and that the breach proximately caused the injuries.

CONCERNING MAST'S LIABILITY

Arguments which support the liability of MAST have already been made in the first amended complaint. However, there were a few important points that were not mentioned yet in the previous complaints and could definitely be of use in the second amended complaint. They are as follows...

MAST told DULBERG at a meeting in which DULBERG was trying to decide whether to accept the MCGUIRE's offer of $5,000 that because the restatement of torts 318 is not applicable in Illinois, DULBERG had no case against the MCGUIRES and that the MCGUIRES did not have to offer any settlement at all. DULBERG asked MAST to cite case law that shows why the MCGUIRES were not at least partially liable for DULBERG'S injury, and MAST cited Tilscher v Spangler, a case which confirms that restatement of torts 318 is not applicable in Illinois. But note the claim of MCGUIRE'S liability given above relies on restatement of torts 343 or a general neglegence claim. It is completely independent of restatement of torts 318.

At the same meeting MAST also informed DULBERG that the MCGUIRES made an offer of $5,000 to be nice (they did not have to offer anything) and if DULBERG did not accept the offer it would be withdrawn and the MCGUIRES will ask for summary judgement. MAST informed DULBERG that the presiding judge would grant the MCGUIRES a summary judgement dismissing the case against them, leaving DULBERG with no settlement at all from the MCGUIRES.

According to Illinois law, summary judgment should be granted if there exists no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. (Carruthers v. Christopher & Co. (1974), 57 Ill. 2d 376, 380, 313 N.E.2d 457.) It should never be granted unless the right of the movant is free from doubt. (Murphy v. Urso (1981), 88 Ill. 2d 444, 464, 58 Ill. Dec. 828, 430 N.E.2d 1079.) If the affidavits and other materials disclose a dispute as to any material issue of fact, summary judgment must be denied even if the court believes the movant will or should prevail at trial. Summary judgment procedure is not designed to try an issue of fact, but rather to determine if one exists. (Ray v. Chicago (1960), 19 Ill. 2d 593, 599,169 N.E.2d 73.) In considering a motion for summary judgment, the court must strictly construe all things filed in support of the motion while liberally construing all things filed in opposition thereto. (Kolakowski v. Voris (1980), 83 Ill. 2d 388, 398, 47 Ill. Dec. 392, 415 N.E.2d 397.) If fair minded persons could draw different inferences from the evidence, the issues should be submitted to a jury to determine what conclusion seems most reasonable. (Silberstein v. Peoria Town and Country Bowl, Inc. (1970), 120 Ill.App.2d 290, 293-94, 257 N.E.2d 12.)

Therefore, when MAST told DULBERG that if he did not accept the offer of $5,000 the MCGUIRES would get out of the case on a motion for a summary judgement, MAST effectively informed DULBERG that:

a) the MCGUIRES' lack of liability for DULBERG's injury was free from doubt

b) there existed no genuine issue of material fact that the MCGUIRES are entitled to summary judgement as a matter of law

c) affidavits and other materials did not disclose any dispute as to any material issue of fact in this case

d) the court while strictly construing all things filed in support of the motion and while liberally construing all things filed in opposition thereto would have found the MCGUIRES liable for nothing with respect to DULBERG'S accident and would have granted a motion for summary judgement

e) fair minded persons could not draw different inferences from the evidence that the MCGUIRES were not in any way liable for DULBERG'S accident.

Within these notes I tried to explain 3 points:

1) That the first amended complaint failed to adequately address the underlying case that DULBERG had against the MCGUIRES. In other words, we have to show that DULBERG would have prevailed against the MCGUIRES if it wasn't for the actions of

MAST. The first amended complaint did not sufficiently address the "case within a case" or the "underlying case", which is against the MCGUIRES.

2) The case against the McGuires could be made by using the restatement of torts 343 or by using general negligence or in any other way that a premises liability or negligence expert would recommend.

3) Arguments which support the liability of MAST have already been made in the first amended complaint. But there are a few additional arguments that that may prove helpful to include. They are the reasons Mast gave to Dulberg why he will get $5,000 or nothing. The only case Mast cited to Dulberg was Tilscher v Spangler, and because the case confirmed that restatement of torts 318 is not applicable in Illinios, Mast told Dulberg he has no case against the McGuires. Mast also told Dulberg the judge would grant a summary judgement if Dulberg refused the offer.

I hope the details within these comments prove helpful in writing a more robust second amended complaint.

Thomas W. Gooch III

From:	Paul Dulberg <pdulberg@comcast.net>
Sent:	Wednesday, October 3, 2018 11:02 AM
To:	Thomas W. Gooch III; Sabina Walczyk; Office Office; Nikki
Subject:	Re: from tom
Attachments:	second_amended_complaint.txt

Hello Tom and Sabina,

I didn't understand the last email I received so I need some clarification. I was never rude or not courteous to your staff and your staff was always courteous to me. Yesterday I talked with Nikki briefly just to confirm that the office received the email and find out when I should expect to recieve the second amended brief for review. She was friendly and courteous. I said nothing rude or offensive.

I never ordered you or anyone to call me yesterday. I honestly don't know why you believe I did. I was not aware there was anything offensive in the attachment I sent. As I read it again I still can't see anything offensive in it.

As you know I have a permanent disability. You may not know I am on medication to control pain and spasms and this medication does not allow me to focus on complex subjects for a prolonged time. Since I do not understand your last email and I don't have much time before appearing in court I need to know where I stand.

Are you thinking of not continuing to represent me in this case?

Are you going to submit a second amended complaint on October 10 and appear in court?

Will I be given enough time to review the complaint before it is submitted?

May I comment on it or request changes to it or ask questions about it?

I do not want to offend anyone, so I need to know what I can comment on or ask questions about.

I have no memory of any inappropriate behavior when talking to Nikki yesterday. Please let me know how I can communicate with your staff or what I can include in an email in the future so you are not offended again.

Sorry if I did anything wrong.

termination_letter

To the Gooch law firm,

I feel there has been a breakdown in communication between myself and your firm. Within email exchanges dated October 3 and 4, 2018, I feel I have been accused of actions that I did not do and I do not know why the accusations were made. I asked for the firm to clarify and I received yet another accusation of something I did not do in response. I don't understand why.

As of today, October 8, 2018, I wish for the Gooch law firm to no longer represent me.

Please stop all work on my behalf.

Please send me an itemized receipt for all services rendered as of October 8, 2018.

Please make available for pickup any and all files associated with this case by October 11, 2018.

Thank you,

Paul Dulberg

Paul Dulberg

SIGNED BEFORE ME ON OCTOBER 8, 2018 BY PAUL DULBERG

Beverly Rivera

OFFICIAL SEAL
BEVERLY RIVERA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/14/21

D

LAW OFFICES
THE GOOCH FIRM
209 SOUTH MAIN STREET
WAUCONDA, IL 60084

THOMAS W. GOOCH
SABINA D. WALCZYK
DANIEL A. MENGELING
OF COUNSEL

OFFICE: (847) 526-0110
FACSIMILE: (847) 526-0608
OFFICE@GOOCHFIRM.COM

October 16, 2018

Mr. Paul Dulberg
1606 Hayden Court
McHenry, IL 60051
(Sent via U.S. Certified Mail No. 7016 1370 0001 4924 2838)

RE: ***Dulberg v. Mast***
Case No: 17 LA 377 (Circuit Court of McHenry County, Illinois)

Dear Mr. Dulberg:

Enclosed please find the Order that was entered on October 15, 2018 in regards to the above-referenced matter.

Please note your motion for extension of time was granted along with our motion to withdraw. You have **21 days** to file your appearance or retain new counsel in this matter.

The next court date is November 3, 2018 at 9:00 a.m.

Very truly yours,
THE GOOCH FIRM

Thomas W. Gooch, III

TG:mj
Encl.

E

November 14, 2018

Julia Williams
The Clinton Law Firm
111 W. Washington, Ste. 1437
Chicago, IL 60602
(Sent via U.S. Mail)

RE: ***Dulberg v. Popovich***
Case No: 2017 LA 377 (Circuit Court of McHenry County, Illinois)

Dear Ms. Williams:

Enclosed please find a thumb drive with Mr. Dulberg's documents in regards to the above-referenced matter.

Very truly yours,
THE GOOCH FIRM

Thomas W. Gooch, III

TG:mj
Encl.