

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](http://www.popovichlaw.com)

FAXED  
12/24

THOMAS J. POPOVICH  
HANS A. MAST  
JOHN A. KORNAK

December 26, 2013

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

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,

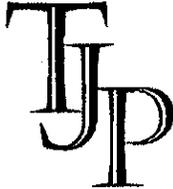
  
HANS A. MAST

smq

WAUKEGAN OFFICE  
210 NORTH MARTIN LUTHER  
Dulberg 002943  
KING JR. AVENUE  
WAUKEGAN, IL 60085

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

Destination	Type	Mode	Start Time	Time	Page Note	Result	Details
18152267701	FAX	Fine	12/27 03:27pm	00'30"	1	* O K	



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Very truly yours,

  
HANS A. MAST

smq

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.:  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

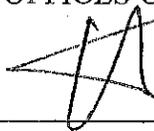
AFFIDAVIT

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



**ALEXIAN**  
**BROTHERS**  
Neurosciences Institute

April 4, 2016

Ms. Kelly Baudin

Re: Paul Dulberg

Dear Ms. Bauden:

Per your request, this is a narrative report to supplement the deposition on Mr. Dulberg that was completed July 23, 2014. I will address each of your questions per the letter to my office dated February 16, 2016.

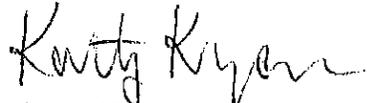
1. As a result of the accident Mr. Dulberg sustained on June 28, 2011, he has lost all fine and gross motor skills in his right hand. Indeed, it is still my opinion that due to the severing of muscles and nerves in this limb, he continues to be left with pain and involuntary muscle spasms.
2. Yes, the treatment that I provided Mr. Dulberg to the present date is the direct result of the accident and injuries sustained on June 28, 2011.
3. I have not changed my opinion from the original deposition in 2014 that Mr. Dulberg will continue to need medications to treat his neuropathic pain indefinitely. He will also continue to need periodic physical therapy sessions and we may also revisit both Botox injections in the future. Essentially, there has been no change in his examination due to the trauma in his right hand. There has been some improvement in his pain syndrome with gabapentin; however, his pain is by no means resolved with this agent.

April 4, 2016  
Ms. Kelly Baudin  
Re: Paul Dulberg  
Page Two

4. I could only estimate the cost of future treatments and procedures as the following: 1) I would like to see him at least three times a year which may result in a charge of at least \$200.00 per visit as a physician's fee. His medication (gabapentin) will cost him at least \$100.00 per month indefinitely. I also estimate that he will require physical therapy at least twice per year which may incur a cost of \$3,000.00 per course. However, these are complete estimates and I am not involved in the billing of his medical care. 2) Since Mr. Dulberg's injury is indeed permanent with almost a complete loss of gross and fine motor control of his right hand, his injuries will not allow any employment for the rest of his life.
5. Your inquiry concerning increased risks or long-term affects of his condition is unclear. I do not believe that he is at increased risk for cancer, stroke or heart attack; however, the psychologic and social impact of his inability to work certainly will permanently effect the quality for the rest of his life.
6. Concerning my prognosis with respect to his injuries, it is very poor. His motor function in the right hand will not improve and he will be left with permanent pain in his right lower arm.

Unfortunately, Mr. Dulberg is permanently disabled from any meaningful employment due to this tragic accident on June 28, 2011.

Sincerely,



Kathy A. Kujawa, M.D., Ph.D.

KAK:hss/jek

DULBERG, PAUL (id #315684, dob: 03/19/1970)

**Encounters and Procedures**

## Clinical Encounter Summaries

**Encounter Date: 11/11/2016 (Last amended by Kathy Kujawa, MD on 11/22/2016 at 2:21pm)**

## Patient

**Name** DULBERG, PAUL (46yo, M) ID# 315684 **Appt. Date/Time** 11/11/2016 11:30AM

**DOB** 03/19/1970 **Service Dept.** ABMG - ALEXIAN NSI EMR

**Provider** KATHY KUJAWA, MD

**Insurance** Med Primary: AETNA BETTER HEALTH - FAMILY HEALTH PLAN (MEDICAID HMO)  
Insurance # : 921912416  
Med Cash: SLIDING FEE SCHEDULE - DISCOUNT  
Prescription: CMX - Member is eligible. details

## Chief Complaint

Followup: Organic writer's cramp  
Followup: Acquired torsion dystonia

## HPI

**\*HPI Text Box**

Reported by patient.

## Notes:

Here with mother, last seen 8/5/16  
He reports cramping of arm is unchanged since last seen, primarily when using his hand.  
Pain a bit improved with Neurontin.  
Much of our time spend discussing IME requested by lawyers from Dr. Craig Phillips (IBJ) completed in October.

## Vitals

**Wt:** 164 lbs 11/11/2016  
11:49 am**Ht:** 5 ft 8 in  
11/11/2016 11:49  
am**BMI:** 24.9 11/11/2016  
11:49 am**BP:** 100/60 sltting L  
arm 11/11/2016  
11:52 am**Pulse:** 70 bpm regular  
11/11/2016 11:52  
am**RR:** 18 11/11/2016  
11:52 am**Pain Scale:** 0 11/11/2016 11:49  
am

## Allergies

Reviewed Allergies  
NKDA

## Medications

## Reviewed Medications

**alfuzosin ER 10 mg tablet, extended release 24 hr** 10/19/16 filled  
1 tab daily

**gabapentin 300 mg capsule** 02/08/16 filled  
takes 3 caps in am, noon & 4 caps at hs (up to 10 tabs/day)  
**Internal Note:** (reports difficulty cutting the scored 600 mg tabs)

**gabapentin 600 mg tablet** 10/19/16 filled  
11/2 tabs in am, 11/2 tabs at noon, 2 tabs at hs (900-900-1200=3000mg/day)  
**Internal Note:** (uses 600mg & 300 mg)

**naproxen 500 mg tablet** 01/07/15 filled  
1 tab at 6a & 6p PRN for neck pain

**prochlorperazine maleate 10 mg tablet** 03/18/15 filled  
PRN for migraines

Dulberg 002948

**DULBERG, PAUL (id #315684, dob: 03/19/1970)****SUMatriptan 100 mg tablet**

PRN for migraines

07/06/15 filled

**Vitamin D3 2,000 unit tablet**

2.5 tabs daily

11/06/14 entered

**Problems**

- Acquired torsion dystonia
- Organic writer's cramp

**Family History**

Family History not reviewed (last reviewed 09/25/2013)

- Father - Malignant neoplastic disease (died age: 68)  
- pancreatic (previously recorded as Cancer)
- Sister - Malignant neoplastic disease  
- lymphatic cancer (previously recorded as Cancer)

**Social History**

Social History not reviewed (last reviewed 09/25/2013)

**neuro**

Smoking Status: Current every day smoker

Smoker ( ) (Notes: &lt;1PPD)

Alcohol intake: (Notes: very rare)

Occupation: graphic design (Notes: last day of work 2 yrs ago)

Marital status: Single

Number of children: 0

**ROS**

Patient reports **muscle twitching and cramps** but reports no bladder symptoms, no bowel symptoms, no speech disorder, no syncope, no imbalance or falling, no visual loss, no double vision, and no difficulty with gait or walking.

**Additionally reports: All other systems reviewed are negative****Physical Exam**

None recorded.

**Assessment / Plan**

1. post-traumatic spasticity and dystonia of R hand (writer's cramp)(chainsaw accident in 2011)
2. chronic pain syndrome (dysesthesia) in R lower arm from trauma, pain worsens with intermittent R hand dystonia

More than 50% of the 40 minute visit spent counseling the patient on the prognosis of dystonia. The counseling included discussions of the expected natural course, behavior management and support resources.

**1. Organic writer's cramp**

F48.8: Other specified nonpsychotic mental disorders

**2. Acquired torsion dystonia**

G24.8: Other dystonia

**Discussion****Discussion Notes**

1. will continue to hold on Botox since it did not improve painful spasms (but did weaken hand muscles)
2. continue Neurontin for neuropathic pain (3,000 mg/day)
3. can seek a second opinion/evaluation for post-traumatic dystonia at a tertiary institution (NMH, Rush, U of Chicago) since the lawyer-requested medical evaluation seems to have many orthopedic evaluations, and little input from neurologists that specialize in Movement Disorders (see written instructions given to patient)
3. f/u in 5-6 months

**Return to Office**

- Kathy Kujawa, MD for FOLLOW UP- 45 MIN at ABMG - ALEXIAN NSI EMR on 02/07/2017 at 10:00 AM
- Kathy Kujawa, MD for FOLLOW UP- 45 MIN at ABMG - ALEXIAN NSI EMR on 05/12/2017 at 10:45 AM

**Amendment Sign-Off**

Encounter signed-off by Kathy Kujawa, MD, 11/22/2016.

**DULBERG, PAUL (id #315684, dob: 03/19/1970)**

Encounter reviewed & signed by Kathy Kujawa, MD on 11/11/2016 at 5:08pm  
Amendment closed by Kathy Kujawa, MD on 11/22/2016 at 2:21pm

DULBERG, PAUL (id #315684, dob: 03/19/1970)

Nov. 11. 2016 6:45PM

No. 8226 P. 23

Dulberg,  
Paul  
11/11/16

Kathy A. Kujawa, M.D., Ph.D.  
Amita Health Neurosciences Institute  
Eberle Medical Building  
800 Biesterfield Road, Suite 610  
Elk Grove Village, IL 60007  
Phone: (847) 981-3630  
Fax: (847) 981-3633

② no change  
to gabapentin  
③ see me in  
5-6 mo  
K. Kujawa

① I have no other suggestions except  
going to a big institution for  
an evaluation (since I "only  
work at little Alexian Brothers")

a) Northwestern Memorial:

DR. Cindy Zadikoff

OR DR. Tanya Simuni

312-695-1920

b) Rush Medical Center

DR. Katie Kompoti

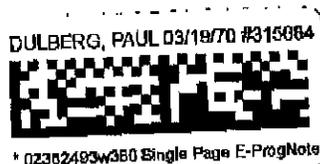
DR. Cyndi Connellae (National  
expert on

DR. Jennifer Goldman (dystonia)

312-563-2900

c) Univ of Chicago

DR. Tao Xie 773-702-  
3127



Encounter Date: 08/05/2016

Patient

Name DULBERG, PAUL (46yo, M) ID# 315684

Appt. Date/Time 08/05/2016 10:00AM

DOB 03/19/1970

Service Dept. ABMG - ALEXIAN NSI EMR Dulberg 002951

Dulberg 7/24/15  
Paul

Kathy A. Kujawa, M.D., Ph.D.  
Alexian Brothers Neurosciences Institute  
Clinical Research Building  
DULBERG, PAUL 631978 #315684



\*512092040320 Google Page E-Flightcity

5 5-6  
K. KUJAWA

1) if not better by this Friday July 31st

call Dr. Saperstein's office to have the wrist evaluated

2) take Tylenol ES (extra strength) (500mg) 2 tabs, every 7-6 hours (take)

for 1) wrist pain this week

3) consider occupational therapy at Centegra if in 1 week and pain not improving

4) continue Neurontin/gabapentin 11 capsules a day

Encounter Date: 03/10/2015

Patient

Name DULBERG, PAUL (44, M) ID# 315684

DOB 03/19/1970

Provider KATHY KUJAWA, MD

Appt. Date/Time

03/10/2015 09:00AM

Service Dept.

ABMG - ALEXIAN NSI EMR

Dulberg 002952

8/14/14  
Dulberg,  
Paul

Kathy A. Kajawa, M.D., Ph.D.

Alexian Brothers Neurosciences Institute  
Eberle Medical Building  
800 Biesterfield Road, Suite 610  
Elk Grove Village, IL 60007  
Phone: (847) 981-3630  
Fax: (847) 981-3635

DULBERG, PAUL 03/10/79 #315686



483270000 Single Page E-Profile

① since Neurontin/gabapentin is helping, lets continue to increase it slowly for pain

	<u>morning</u>	<u>noon</u>	<u>bed time</u>	<u>week</u>
gabapentin 300mg	2 tabs	2	3	1
	2	3	3	2
	3	3	3	3
	3	3	4	4
	3	3	(3,000 mg)	

(will then switch to the 600mg tabs)

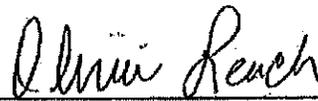
② see me in 8-12 weeks

K. KAJAWA

Claim# 0245281968.1 - RED

To Whom It May Concern:

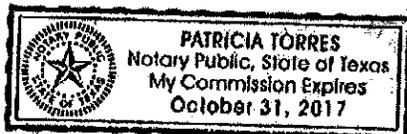
I, Olivia Leach, employee of Allstate Insurance Company Irving, Texas, do certify that the enclosed is a copy of policy and or declaration page for the above claim number, showing the coverages that were on the policy at the time of loss of 06/28/2011. The enclosed copy of policy and or declaration page was printed and mailed through Allstate's Output Processing Center.

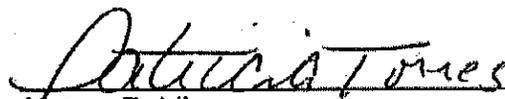


Claim Support

State of Texas, County of Dallas

On this 15<sup>th</sup> day of February 2016, before me personally appeared Olivia Leach to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as a free act and deed.



  
Notary Public

RECEIVED

FEB 16 2016

STAFF COUNSEL

Michael Koch Ins  
612 S Wells, Unit F  
Lake Geneva WI 53147

**Your Quick Insurance Check**

- ✓ Verify the information listed in the Policy Declarations.
- ✓ Please call if you have any questions.
- ✓ Now you can pay your premium before your bill is issued - visit [allstate.com](http://allstate.com) or call 1-800-Allstate®.



David and Pam Gagnon  
39010 90th Pl  
Genoa City WI 53128-2402

**With this renewal, keep getting protection and rewards like never before.**

**Allstate® Your Choice Home Insurance—Your Renewal Offer**

We're pleased to offer to renew your Allstate Property and Casualty Homeowners policy with the Your Choice Home Gold Protection package for another year.

With this package, you're saying YES to extra benefits, including:

- Being renewed regardless of the number of claims you have.
- For remaining claim-free, a credit of up to 5% to apply towards your next renewal premium.
- Extended protection in the event of a covered loss.
- Increased coverage for contents and valuables inside your home.
- Coverage for theft of jewelry, watches and furs—up to \$5000.

Be sure to check the **Your Benefits and Opportunities** page, which provides information about the Gold Protection package features, along with ways to save even more on your premium. And don't forget that we now offer new Personalized Options, which provide tailored coverages designed to meet the needs of today's homeowner—details are also highlighted on the Your Benefits and Opportunities page.

**Additional Information**

You'll want to review the attached Policy Declarations to make sure you're comfortable with the coverage choices you've made. Also, unless a mortgage company or lienholder pays your insurance premium for you, your bill will be sent to you separately. If you're enrolled in the Allstate Easy Pay Plan, you won't receive a bill. Instead, we'll send you a statement detailing your payment withdrawal schedule.

(over)

PROP \*510004810081053004221001\*

00000912697167 070 065 WI



Information as of  
August 10, 2010

RP468

**Have Questions? Please Contact Us**

To learn more about Personalized Options, or if you have questions about your policy, please call your Allstate representative at (866)48086. For online services, such as making a payment or viewing policy information, you can register at our Customer Care Center on *allstate.com*. And for 24-hour-a-day, 7-day-a-week service and information, just call 800-ALLSTATE® (800-55888).

**We Appreciate Your Business**

Thanks again for choosing Allstate—where you get more than just great coverage and service. You get Allstate's 55 years of business experience behind you. So you're working with a team of people who know insurance and give you the freedom to manage your policy your way.



Frederick F. Cripe  
President, Allstate Property and Casualty Insurance Company

## More Ways To Save

There are a variety of ways to save money on your Allstate homeowners insurance. Below are just a few discounts and savings options that may be available in your area (subject to qualifications).

### Home Buyer Discount

For those who have recently purchased a home that is less than 50 years old.

### Claim Free Discount

For those who maintain a property policy for at least one year prior to their Allstate policy's effective date and have no claims within five years.

### 55 and Retired Discount

For those who are retired and over age 55.

### Home and Auto Discount

For those who insure their home, condo, mobile home or apartment through Allstate, as well as their auto.

### Age of Home Discount

A varying discount based on the age of home (under 50 years old)—the newer the home, the larger the discount.

### Partially Renovated Home Discount

For those with certain home renovations that were completed by a licensed contractor (such as a new roof or updated electrical or plumbing systems).

To learn more about these and other discounts available in your area, contact your Allstate representative today!

## IMPORTANT INFORMATION

**Please read the following about the Gold Protection package features.**

### Guaranteed Renewal for Claims

Regardless of the number of claims you have, your policy will be renewed. But note that your policy may still be non-renewed for other reasons including type of claim and condition of property.

### Claim-Free Bonus

For every designated twelve-month period that your policy is claim-free, a Claim-Free Bonus of up to 5% of your current policy's premium will be returned to you in the form of a credit that can be applied toward your next twelve-month renewal premium. If your policy does not renew, the credit amount will be applied to any outstanding premium balance, and any remainder refunded to you.

Note: this document provides general information about the features of the Gold Protection package you selected. The specific details, which govern how the features apply, are shown in Allstate's rates, rules, and/or forms currently in effect. Additionally, continuation of your policy is subject to Allstate's underwriting criteria.

X71644 -1

Page 2

# Allstate Property and Casualty Insurance Company

## RENEWAL Homeowners Policy Declarations

### Summary

<b>NAMED INSURED(S)</b> David and Pam Gagnon 39010 90th Place Genoa City WI 53128-2402	<b>YOUR ALLSTATE AGENT IS:</b> Michael Koch Ins 612 S Wells, Unit F Lake Geneva WI 53147	<b>CONTACT YOUR AGENT AT:</b> (262) 248-0861
<b>POLICY NUMBER</b> 9 12 697167 10/24	<b>POLICY PERIOD</b> Begins on Oct. 24, 2010 at 12:01 A.M. standard time, with no fixed date of expiration	<b>PREMIUM PERIOD</b> Oct. 24, 2010 to Oct. 24, 2011 at 12:01 A.M. standard time
<b>LOCATION OF PROPERTY INSURED</b> 39010 90th Place, Genoa City, WI 53128-2402		
<b>MORTGAGEE</b> • WELLS FARGO BANK NA 936      ITS SUCCESSORS &/OR ASSIGNS P O Box 100515      Florence SC 29502-0515 <i>Loan # 0254903834</i>		

### **Total Premium for the Premium Period** *(Your bill will be mailed separately)*

Premium for Property Insured	\$565.91
Premium for Scheduled Personal Property Coverage	\$50.00
<b>TOTAL</b>	<b>\$615.91</b>

Your premium reflects the Gold Protection package.

PROP \*510004810081063004221003\*



Information as of  
August 10, 2010

Page 1  
W1070R0D

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

COVERAGE AND APPLICABLE DEDUCTIBLES (See Policy for Applicable Terms, Conditions and Exclusions)	LIMITS OF LIABILITY	
Dwelling Protection - with Building Structure Reimbursement Extended Limits • \$500 All Peril Deductible Applies	\$135,174	
Other Structures Protection • \$500 All Peril Deductible Applies	\$60,186	
Personal Property Protection - Reimbursement Provision • \$500 All Peril Deductible Applies	\$101,381	
Additional Living Expense	Up To 12 Months	
Family Liability Protection	\$300,000	each occurrence
Guest Medical Protection	\$1,000	each person

**DISCOUNTS** Your premium reflects the following discounts on applicable coverage(s):

Protective Device (SPP)	5.00 %	Home and Auto	35.00 %
Protective Device	3.00 %	Claim Free	15.00 %

## RATING INFORMATION

The dwelling is of Frame construction and is occupied by 1 family  
Your dwelling is 2 mile(s) to the fire department

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Scheduled Personal Property Coverage

Your policy includes Scheduled Personal Property Coverage. Please refer to the Scheduled Personal Property endorsement (form APC273) for terms, conditions and exclusions applicable to your Scheduled Personal Property Coverage.

PROPERTY CLASS(ES) AND APPLICABLE DEDUCTIBLES	TOTAL OF INDIVIDUAL ITEM LIMITS PER CLASS (See your APC273 for coverage limits applicable for each scheduled item)
Jewelry	\$5,265

## Your Policy Documents

Your Homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Homeowners Policy form APC268
- Extended Protection Amendatory End. form APC270
- Scheduled Personal Property End. form APC273
- Wisconsin Homeowners Amendatory End. form APC242-2
- Lender's Loss Payable Endorsement form APC275
- Guaranteed Renewal for Claims form APC308

## Important Payment and Coverage Information

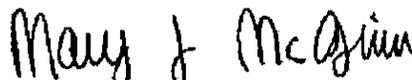
The Property Insurance Adjustment condition applies.

Do not pay. Mortgagee has been billed.

IN WITNESS WHEREOF, Allstate Property and Casualty Insurance Company has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate Property and Casualty Insurance Company.



Frederick F. Cripe  
President



Mary J. McGinn  
Secretary

PRDP \*510004610081053004221004\*



Information as of  
August 10, 2010

Page 3

WI07DRBC

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 69716710/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Important Notice

### **DWELLING PROFILE**

Allstate has determined that the estimated cost to replace your home is : \$132,532

The enclosed Policy Declarations shows the limit of liability applicable to Coverage A—Dwelling Protection of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Coverage A — Dwelling Protection is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this data is described further below). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred.

#### ***How is the replacement cost estimated?***

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

#### ***Note to customers renewing their policy***

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your home's characteristics is provided below.

If the information about your home shown below requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-Allstate.®

DWELLING STYLE: 1.0 Story(s), 1 Family(s), Built 1958, Living Area 830 sq. ft.

FOUNDATION: 100% Slab

ADDITIONS: Detached Structures -- Detached Garage - 3 Car (1)

Detached Structures -- Shed - Large (1)

Interior -- Kitchen - Average (1)

Interior -- Full Bath - Designer (1)

DETAIL: Exterior Walls -- Aluminum Siding 100 %

Roofing -- Asphalt/Fiberglass Shingle 100 %

Interior Partitions -- Drywall 100 %

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

Interior Partitions -- Less than 10 ft Wall Height 100 %

Heating & Cooling -- Heat & Central Air Cond. - Avg Cost 100 %

SPECIAL FEATURES: Exterior -- Bay Windows (1)

## Decrease Language:

### ***Additional Information about Dwelling Protection Limits***

Your policy includes a feature called "Property Insurance Adjustment" (PIA). PIA reflects changes in construction costs in your area that may have occurred during the policy period. This information is useful in estimating the amount of insurance coverage needed to cover the cost of rebuilding your home in the event of a covered total loss.

We would like you to know that your policy's PIA recently indicated that certain construction costs in your market have declined. Based on this information, you may decide to lower your Dwelling Protection limits. If you choose to lower your Coverage A—Dwelling Protection limits, your premium will decrease accordingly. Please note that decreasing your Dwelling Protection limits may result in decreases in other coverages that are tied to your Coverage A limits and could lower your premium.

It is important for you to understand that PIA estimates are only estimates and lowering your Dwelling Protection limits may leave you with insufficient coverage in the event of a loss. For example, if you have done any remodeling to your home which has not been updated in our records, your home's replacement cost may be higher than our current records indicate. In that case, you may want to maintain or even increase your limits. Conversely, there is a possibility that your current limits may provide coverage in excess of the actual replacement cost of your home not only based on the PIA estimate, but on other considerations. For example, if you originally decided to insure your home at an amount that exceeded the estimated replacement cost, you may want to call your Allstate representative to discuss the current value of your home and the possibility of lowering your limits.

If you have any questions about PIA, or your policy in general, please contact your Allstate representative.

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Information as of  
August 10, 2010

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# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Important Notice

### *Allstate's Privacy Policy*

At Allstate, we value you as a customer and share your concerns about privacy. To help you understand how we treat the nonpublic personal information ("customer information") that we obtain from you or other sources in the course of providing you with products and services, this notice describes our use and protection of that information.

Whether you're doing business with us through your local agent or broker, our Customer Information Center, or allstate.com, we want you to know that Allstate respects your privacy and protects your information.

- We do not sell customer information.
- We do not share your customer information with persons, companies, or organizations outside of Allstate that would use that information to contact you about their own products and services.
- We expect persons or organizations that provide services on our behalf to keep customer information confidential and to use it only to provide the services we've asked them to perform.
- Within Allstate, we communicate to our employees regarding the need to protect customer information, and we've established physical, electronic, and procedural safeguards to protect customer information.

Below we've provided answers to questions that might be on your mind regarding privacy. You may be wondering ...

#### **What do we do with your customer information?**

Allstate does not sell your customer information, or medical information, to anyone. Nor do we share it with companies or organizations outside of Allstate that would use that information to contact you about their own products and services. If that practice were ever to change, we would, of course, offer you the ability to opt out of this type of information sharing, and we would offer you the opt-out with time for you to respond before the change in our practice took place.

Your agent or broker may use customer information to help you with your overall insurance program. We may also communicate with you about products, features, and options you have expressed an interest in or that we believe may be of interest to you. We may, without authorization but only as permitted or required by law, provide customer information to persons or organizations both inside and outside of Allstate to fulfill a transaction you have requested, service your policy, market our products to you, investigate or handle claims, detect or prevent fraud, participate in insurance support organizations, or comply with lawful requests from regulatory and law enforcement authorities. These persons or organizations may include: our affiliated companies, companies that perform marketing services on our behalf, other financial institutions with which we have a joint marketing agreement for the sale of our own products, and your agent or broker.

#### **What kind of customer information do we have, and where did we get it?**

Much of the customer information that we have about you comes directly from you. When submitting your application or request for insurance or other products and services we offer, or requesting an insurance quote, you may give us information such as your name, address, and Social Security number. We keep information about your transactions with our affiliates, others or us—for example, the types of products and services you purchase from us, premiums, account balances, and payment history.

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# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

We also may collect information from outside sources, including consumer reporting agencies and health care providers. This information may include loss information reports, motor vehicle reports, credit reports, and medical information.

## How do we protect your customer information?

When we share customer information with companies working on Allstate's behalf, we expect those companies to use that information only to provide the service we have asked them to perform. Within Allstate, customer information is available to those individuals who may need to use it to fulfill and service the needs of Allstate customers. We communicate the need to protect customer information to all employees and agents, especially those individuals who have access to it. Plus, we've established physical, electronic, and procedural safeguards to protect customer information.

Finally, should your relationship with Allstate end, your customer information will remain protected in accordance with our privacy practices as outlined in this Important Notice.

## How can you find out what information we have about you?

You may request to either see, or obtain from us by mail, the customer information about you in our records. If you believe that information is incomplete or inaccurate, you may request that we make any necessary corrections, additions or deletions to the disputed customer information. To fulfill your request, we may make arrangements with an insurance support organization or a consumer reporting agency to copy and disclose customer information to you on our behalf. You may also request a more complete description of the entities to which we disclose customer information, or the circumstances that might warrant such disclosures. Please send any of the requests listed above in writing to: Allstate Insurance Company, Customer Privacy Inquiries, P.O. Box 11904, Roanoke, VA 24022.

## If you are an Internet user. . .

Our website, allstate.com, provides information about Allstate, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing allstate.com, please be sure to read the Privacy Statement that appears there.

To learn more, the allstate.com Privacy Statement provides important information relating to your use of the website, including, for example, information regarding: 1) our use of online collecting devices known as "cookies"; 2) our collection of information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site; 3) who should use our web site; 4) the security of information over the Internet and 5) links and co-branded sites.

We hope you have found this Important Notice helpful. If you have any questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-Allstate.

X68086

This notice is being provided on behalf of the following companies:

Allstate County Mutual Insurance Company	Allstate Fire and Casualty Insurance Company
Allstate Indemnity Company	Allstate Insurance Company
Allstate Investment Management Company	Allstate Motor Club, Inc.
Allstate New Jersey Insurance Company	Allstate Property and Casualty Insurance Company
Allstate Texas Lloyd's	Allstate Texas Lloyd's, Inc.

Page 2 of 3

# Allstate Property and Casualty Insurance Company

Policy Number: 912 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

Forestview Mortgage Insurance Company  
Roadway Protection Auto Club, Inc.

General Underwriters Agency, Inc.

(ed. 05/2005)

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# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Important Notice

### ***Identity Theft Expenses Coverage — Coverage for Identity Theft Victims***

While modern technology has made our lives easier, it's also made it easier for thieves to commit what's become the fastest growing crime in America\* — identity theft.

Thieves begin by gaining access to personal information such as your Social Security number, date of birth and driver's license number. They then use this information to set up fake accounts, open loans, rent housing, secure employment or even obtain medical care — all without you even knowing.

As this crime grows increasingly common, consumers need options for dealing with the costs and hassles related to identity theft—that's why we're offering Identity Theft Expenses Coverage.

**For just \$ 30 per year you can get help to restore your good name.**

Now Allstate has a product that can help you if your identity is stolen. You can add this optional coverage to your property policy for just a few dollars a month—a small price to pay for peace of mind. Especially when you consider that while other insurance companies typically require a deductible for similar protection, with Allstate there is no deductible.

**Allstate takes identity theft expense coverage a step further.**

If you purchase this coverage we'll reimburse you for covered expenses you incur to restore your identity up to a \$25,000 coverage limit. That's more than most companies offer for this type of coverage. This coverage includes reimbursement for:

- **Attorneys fees** (subject to applicable coverage limits)—in case you need to hire an attorney to defend you if lawsuits are brought against you by merchants or collection agencies, if you need help to remove criminal or civil judgements wrongly entered against you, or to challenge information contained in your credit report.
- **Lost wage recovery** (up to \$250/day with a \$5,000 cap) — this will help cover wages or salary you may lose if you need to take time off work to complete affidavits or meet with law enforcement agencies, financial institutions, credit grantors, credit reporting agencies or attorneys.
- **Loan reapplication fees** — this covers your expenses if you need to reapply for loans denied you solely because the lender received incorrect information due to identity theft.
- **Other expenses** — covers other expenses involved in restoring your identity, such as mailing costs, notary expenses and long distance phone calls.

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## You can get help if you become a victim.

If you ever become a victim of identity theft, you probably won't know all that is involved in restoring your name. There are many issues you would need help with, including:

- Understanding your rights as an identity theft victim.
- Filling out paperwork, including police reports.
- Issuing a Fraud Alert to the three major credit bureaus, as well as Social Security Administration, Federal Trade Commission, and U.S. Postal Service.
- Obtaining copies of your credit bureau reports.
- Working with the three major credit bureaus to restore the accuracy of your credit history.
- Reviewing your credit history to verify if fraud includes items such as public records, (liens, judgements, bankruptcies); credit accounts; or errors with addresses/prior employment.
- Issuing a fraud alert to affected financial institutions and credit card companies.
- Tracing Social Security numbers, notifying and working with the Department of Motor Vehicles, collection agencies for creditors, and law enforcement personnel.

This may seem overwhelming, but our Identity Theft Expenses Coverage can help. With it, if you decide to hire a firm to help you address identity theft issues such as these, you will have up to \$2,000 available to pay for their services. In addition, we may refer you to a firm that specializes in addressing the effects of identity theft.\*\* In either case, if you have this coverage you'll have peace of mind knowing you can get help to restore your identity.

## Are you in Good Hands® ?

With Allstate you have 75 years of business experience behind you. That means you're getting more than great products and service. You get a team of people who know insurance and give you the freedom to manage your insurance your way. To sign up for Identity Theft Expenses Coverage, or for more information, just call your Allstate representative, or log onto [allstate.com](http://allstate.com).

You should never be alone. That's our stand.

\*\*Referrals, if any, are solely at the discretion of Allstate. Identity Theft Expenses Coverage is subject to policy terms. Please read the policy endorsements carefully.

\* Federal Trade Commission Identity Theft Survey Report, September 2003

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# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 597167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Important Notice

### ***Important Information About Your Allstate Policy***

The enclosed Policy Declarations includes important information, such as your address, the coverages and coverage limits you've chosen, the names of insured persons — as well as other details pertinent to your policy. These details may include, for example, for motor vehicle policies, the drivers and vehicles you've insured, as well as the vehicle identification numbers (VIN) assigned to your insured vehicles; and, for property policies, the location of the insured property and mortgagee information, if applicable. Your Policy Declarations also lists any discounts or surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits — or you may want to change other information relating to your policy, whether it be a motor vehicle, your home or other insured property. You may also want to contact your Allstate representative for information concerning discounts that may be available for your policy.

### ***Making changes to your policy***

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate representative of the change as soon as possible. With a few exceptions, **any changes will be effective as of the date you notify us.**

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate agent or our Customer Information Center at 1-800-ALLSTATE (1-800-255-7828).

X67096

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Important Notice

### **Information about Flood Insurance**

#### **Protection against flood damage**

Most homeowners, renters and commercial insurance policies do not provide coverage for damage caused by floods. In fact, protection against floods is generally available only through a separate policy.

That's why Allstate is a participant in the National Flood Insurance Program and offers standard flood insurance policies\*. A flood policy can help complete the insurance protection for your property and help protect your financial well-being.

#### **You may need it more than you think**

Approximately 90% of all disasters in the U.S. are flood related. While you may think that it couldn't happen to you, over 25% of all flood losses occur in low to moderate risk areas.

And because flood damage is often accompanied by other damage, such as wind and hail (which is typically covered under a property policy), selecting Allstate gives you the convenience and peace of mind that comes with working with just one claim adjuster and one agent, instead of two or more.

#### **It's affordable**

The federal government sets the rates for flood insurance, so there's typically no difference in rates from policy to policy -- you can generally switch to a flood insurance policy administered by Allstate for the same amount of premium. If you choose Allstate, you can have the service, convenience and comfort you've come to expect from us.

For more information about flood insurance, or if you have any questions about your policy in general, please contact your Allstate representative or visit us at [allstate.com](http://allstate.com).

\* Allstate provides the standard flood insurance policy under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations. The standard flood insurance policy is written by Allstate for the National Flood Insurance Program which is administered by the Federal Insurance Administration, part of the Federal Emergency Management Agency.

*Subject to availability and qualifications. Other terms, conditions and exclusions may apply.*



# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## ***Information about Scheduled Personal Property Coverage***

### ***Protection for your valuables***

Allstate offers Scheduled Personal Property (SPP) coverage to help protect your valuables.

These items can include jewelry (such as engagement and wedding rings), fine art and musical instruments. Sports equipment, such as golf clubs, can also be covered by SPP.

In addition, SPP can cover valuables stored outside of your home in a safe deposit box or bank. And if you work from home and use computer or audio-visual equipment for business purposes, SPP can cover these items as well.

### ***Already have SPP?***

Even if you currently have SPP coverage, it's a good idea to review your coverage annually. It's possible that the value of your property has changed or that you have purchased new items that have not been added to your coverage.

### ***Affordable coverage***

The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need —the rates are generally a small percentage of the total value of the items you're insuring. This could mean that your valuables are being protected for only a fraction of the cost.

To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Allstate representative, or visit us at [allstate.com](http://allstate.com).

*Subject to availability and qualifications. Other terms, conditions and exclusions may apply.*

**X68087**

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Important Notice

Thank you for being a customer with us. This notice is to inform you that you have the right to cancel this policy whenever you choose by simply contacting your insurance representative or calling us directly at 1-800-255-7828.

Of course, we hope that you never decide to discontinue your relationship with us. We appreciate your business, and we hope to have the opportunity to provide you with the insurance coverage you need for as long as you need it.

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## Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

### Wisconsin Homeowners Amendatory Endorsement — APC242-2

This endorsement amends your Homeowners Policy and is in addition to all other amendatory endorsements which apply to this policy.

I. In the **General** section, the following changes are made:

A. The **Cancellation** provision is replaced by the following:

#### **Cancellation**

##### **Your Right to Cancel:**

You may cancel this policy by returning it to us or by notifying us in writing of the future date you wish to stop coverage.

##### **Our Right to Cancel:**

Alstate may cancel this policy by mailing notice to you at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with us, we may cancel this policy for any reason.

When this policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) the policy was obtained by misrepresentation, fraud or concealment of material facts; or
- 3) there has been substantial change or increase in hazard in the risk we originally accepted.

If we cancel this policy, we will give you at least 10 days notice before the cancellation takes effect. Our mailing the notice of cancellation to you will be deemed to be proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

B. **Our Right Not to Renew or Continue** is replaced by the following:

##### **Our Right Not to Renew or Continue:**

We have the right not to renew or continue the policy beyond the current premium period. If we do not intend to continue or renew the policy, we will mail you notice at least 60 days before the end of the premium period. Our mailing notice of non-renewal to you will be deemed proof of notice.

Any unearned premium amounts under \$2.00 will be refunded only upon your request.

C. **Misrepresentation, Fraud or Concealment** is replaced by the following:

If we determine that this policy is void, all premiums paid will be returned to you since there has been no coverage under this policy.

We do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance and

1. we rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
2. the fact misrepresented or falsely warranted contributes to the loss.

D. **Action Against Us** is replaced by the following:

No one may bring an action against us unless there has been full compliance with all policy terms.

E. The following provision is added:

**Conditional Reinstatement**

If we mail a cancellation notice because you did not pay the required premium when due and you then tender payment by check, draft, or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that We will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

II. In Section I—Your Property, the following changes are made:

A. Under **Losses We Cover Under Coverage C**, Item 8 is replaced with the following:

B. **Vandalism or Malicious Mischief.**

We do not cover vandalism or malicious mischief if your dwelling has been vacant or unoccupied for more than 60 days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.

B. In **Additional Protection — Additional Living Expense** is replaced by the following:

**Additional Living Expense**

We will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the residence premises due to a loss at a neighboring premises caused by a loss we insure against. However, payments for increase in living expenses or your lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.

We will pay your lost fair rental income resulting from a covered loss under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection, less charges and expenses which do not continue, when a loss we cover under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection makes the part of the residence premises you rent to others, or hold for rental, uninhabitable. We will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months. However, payments for your lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.

C. In Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C, under Section A, Item 6, is replaced by the following:

6. Vandalism or Malicious Mischief if your dwelling is vacant or unoccupied for more than 60 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.

D. In Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C, under Section C, Item 5., the following exception is added:

This exclusion does not apply when the residence premises is partially destroyed but ordered destroyed by fire ordinance or similar law.

E. In Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C, under section C, Item 8, is replaced by the following:

8. Intentional or criminal acts of or at the direction of any insured person, if the loss that occurs:
  - a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion applies regardless of whether or not the insured person is actually charged with or convicted of a crime.

We will not deny payment to an insured for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse if that insured did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or act that caused the loss or damage is criminally prosecuted for the act or acts.

Payment to the innocent insured may be limited in accordance with his or her ownership interest in the property or reduced by payments to a mortgagee or other holder of a secured interest.

F. In Section I Conditions, under How We Pay For A Loss provision, the following is added:

We agree that in the event of a total loss we will pay the limit of liability shown on the Policy Declarations for Coverage A—Dwelling Protection. This limit represents the total value of the dwelling on the residence premises, including structures attached to the dwelling.

G. In **Section I Conditions**, the following changes are made:

1. The **Our Settlement of Loss** provision is replaced by the following:

**Our Settlement of Loss**

We will settle any covered loss with you. We will settle with you, unless another payee is named in the policy. We will settle within 30 days after the amount of loss is finally determined. This amount may be determined by an agreement among you, any other payee or entity named in the policy and us, an appraisal award or a court judgment.

2. In **Action Against Us**, paragraph b. is deleted.

III. In **Section II—Family Liability and Guest Medical Protection**, the following changes are made:

A. In **Losses We Do Not Cover Under Coverage X**, the second paragraph is amended as follows:

We may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.

B. In **Losses We Do Not Cover Under Coverage X and Coverage Y**, Section C, **Losses We Do Not Cover Under Coverage X and Coverage Y**, the following is added to item 1.:

We will not deny payment to an insured for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse if that insured did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or act that caused the loss or damage is criminally prosecuted for the act or acts.

Payment to the innocent insured may be limited in accordance with his or her ownership interest in the property or reduced by payments to a mortgagee or other holder of a secured interest.

C. In **Section II Conditions**, subsection (a) is replaced by the following to the **What You Must Do After An Accidental Loss** provision:

- a) within 20 days following the loss, notify us or our agent in writing, stating:
- 1) your name and policy number;
  - 2) the date, the place and the circumstance of the loss;
  - 3) the name and address of anyone who might have a claim against an **insured person**;
  - 4) the names and addresses of any witnesses.

Failure to give such notice within 20 days will not invalidate any claim made by an **insured person** if:

- 1) that person can show it was not reasonably possible to notify us or our agent within the specified time; or
- 2) that such notice was given as soon as reasonably possible.

D. The **Action Against Us** provision is replaced by the following:

No one may bring an action against us unless there has been full compliance with all policy terms.

IV. In Section II—Optional Protection, the Coverage J—Extended Coverage on Jewelry, Watches and Furs, the following provision is added to the third paragraph that begins, "We do not cover loss caused by or consisting of"

We do not cover loss caused by or consisting of:

- a) intentional or criminal acts of or at the direction of any insured person, if the loss that occurs:
  - 1) may be reasonably expected to result from such acts; or
  - 2) is the intended result of such acts.

We will not deny payment to an insured for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse if that insured did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or act that caused the loss or damage is criminally prosecuted for the act or acts.

Payment to the innocent insured may be limited in accordance with his or her ownership interest in the property or reduced by payments to a mortgagee or other holder of a secured interest.

All other policy terms and conditions apply.

# Allstate Property and Casualty Insurance Company Homeowners Policy

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Policy: ((((((((((((((

Issued to:

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Effective: //////////////

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Allstate Property and Casualty Insurance Company  
The Company Named In the Policy Declarations  
A Stock Company—Home Office: Northbrook, Illinois 60062



APC268

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**Agreements We Make With You**

We make the following agreements with you:

**General**

**Definitions Used In This Policy**

Throughout this policy, when the following words appear in bold type, they are defined as follows:

- Bodily Injury** — means physical harm to the body, including sickness or disease, and resulting death, except that **bodily injury** does not include:
  - any venereal disease;
  - Herpes;
  - Acquired Immune Deficiency Syndrome (AIDS);
  - AIDS Related Complex (ARC);
  - Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- lead in any form;
- asbestos in any form;
- radon in any form; or
- oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

- Building structure** — means a structure with walls and a roof.
- Business** — means:
  - any full- or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**.

However, the mutual exchange of home day care services is not considered a **business**;

- b) the rental or holding for rental of property by an **insured person**. Rental of **your residence premises** is not considered a **business** when:
- 1) it is rented occasionally for residential purposes;
  - 2) a portion is rented to roomers or boarders, provided not more than two roomers or boarders reside on the residence premises at any one time; or
  - 3) a portion is rented as a private garage.
4. **Dwelling** —means the single family building structure identified as the insured property on the Policy Declarations, where you reside and which is principally used as a private residence.
5. **Insured person(s)**—means you and, if a resident of your household:
- a) any relative; and
  - b) any person under the age of 21 in your care.
- Under Coverage X—Family Liability Protection and Coverage Y—Guest Medical Protection, insured person also means:**
- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. We do not cover any person or organization using or having custody of animals or watercraft in any business, or without permission of the owner;
  - b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.
6. **Insured premises** —means:
- a) the **residence premises**; and
  - b) under **Section II** only:
    - 1) the part of any other premises, other structures and grounds used by you as a residence. This includes premises, structures and grounds you acquire for your use as a private residence while this policy is in effect;
    - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
    - 3) cemetery plots or burial vaults owned by an **insured person**;
    - 4) land owned by or rented to an **insured person** where a single family dwelling is being built as that person's residence;
    - 5) any premises used by an **insured person** in connection with the **residence premises**;
    - 6) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.
7. **Occurrence** —means an accident, including continuous or repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury or property damage**.
8. **Property damage** —means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.
9. **Remediation** —means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain your normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.
10. **Residence employee**—means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes

similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.

11. **Residence premises** — means the **dwelling**, other structures and land located at the address stated on the Policy Declarations.
12. **We, us or our** — means the company named on the Policy Declarations.
13. **You or your** — means the person listed under **Named Insured(s)** on the Policy Declarations as the **Insured** and that person's resident spouse.

#### ***Insuring Agreement***

In reliance on the information you have given us, we agree to provide the coverages indicated on the Policy Declarations. In return, you must pay the premium when due and comply with the policy terms and conditions, and inform us of any change in title, use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or occurrences that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the **Named Insured(s)** listed on the Policy Declarations as the **insured** and on that person's resident spouse. Those persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

This policy imposes joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

#### ***Conformity To State Statutes***

When the policy provisions conflict with the statutes of the state in which the **residence premises** is

located, the provisions are amended to conform to such statutes.

#### ***Coverage Changes***

When we broaden coverage during the premium period without charge, you have the new features if you have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information you have given us. You agree to cooperate with us in determining if this information is correct and complete. You agree that if this information changes, is incorrect or incomplete, we may adjust your coverage and premium accordingly during the premium period.

Any calculation of your premium or changes in your coverage will be made using the rules, rates and forms on file, if required, for our use in your state. The rates in effect at the beginning of your current premium period will be used to calculate any change in your premium.

#### ***Policy Transfer***

You may not transfer this policy to another person without our written consent.

#### ***Continued Coverage After Your Death***

If you die, coverage will continue until the end of the premium period for:

- 1) your legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of your death.
- 2) an **insured person**, and any person having proper temporary custody of your property until a legal representative is appointed and qualified.

#### ***Cancellation***

**Your Right to Cancel:**

You may cancel this policy by notifying us of the future date you wish to stop coverage.

**Our Right to Cancel:**

We may cancel this policy by mailing notice to you at the mailing address shown on the Policy

Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with us, we may cancel this policy for any reason by giving you at least 10 days notice before the cancellation takes effect.

When the policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) the policy was obtained by misrepresentation, fraud or concealment of material facts;
- 3) material misrepresentation, fraud or concealment of material facts in presenting a claim, or violation of any of the policy terms; or
- 4) there has been a substantial change or increase in hazard in the risk we originally accepted.

If the cancellation is for non-payment of premium, we will give you at least 10 days notice. If the cancellation is for any of the other reasons, we will give you at least 30 days notice.

Our mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

**Our Right Not to Renew or Continue:**  
We have the right not to renew or continue the policy beyond the current premium period. If we do not intend to continue or renew the policy, we will mail you notice at least 30 days before the end of the premium period. Our mailing the notice of nonrenewal to you will be deemed proof of notice.

**Misrepresentation, Fraud or Concealment**

We may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If we determine that this policy is void, all premiums paid will be returned to you since there has been no coverage under this policy.

We do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

**What Law Will Apply**

This policy is issued in accordance with the laws of the state in which the residence premises is located and covers property or risks principally located in that state. Subject to the following paragraph, the laws of the state in which the residence premises is located shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other occurrence for which coverage applies under this policy happens outside the state in which the residence premises is located, claims or disputes regarding that covered loss to property, or any other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

**Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the residence premises is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the residence premises is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other occurrence for which coverage applies under this policy happens outside the state in which the residence premises is located, lawsuits regarding that covered loss to property, or any other covered occurrence may also be brought in the judicial district where that covered loss to property, or any other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

#### **Action Against Us**

No one may bring an action against us unless there has been full compliance with all policy terms.

Any action against us to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

#### **Arbitration**

Any claim or dispute in any way related to this policy, by an **Insured person** against us or us against an **Insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

## **Section I – Your Property**

### **Coverage A**

#### **Dwelling Protection**

##### **Property We Cover Under Coverage A:**

1. **Your dwelling** including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. **Wall-to-wall** carpeting fastened to **your dwelling**.

##### **Property We Do Not Cover Under Coverage A:**

1. Any structure including fences or other property covered under **Coverage B – Other Structures Protection**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

### **Coverage B**

#### **Other Structures Protection**

##### **Property We Cover Under Coverage B:**

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures connected to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the address of the **residence premises** for use in connection with structures other than **your dwelling**.

4. Wall-to-wall carpeting fastened to **building structures** on the **residence premises** other than **your dwelling**.

**Property We Do Not Cover Under Coverage B:**

1. Structures used in whole or in part for **business purposes**.
2. Any structure or other property covered under **Coverage A—Dwelling Protection**.
3. Land.
4. Construction materials and supplies at the address of the **residence premises** for use in connection with the **dwelling**.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

**Losses We Cover Under Coverages A and B:**

We will cover sudden and accidental direct physical loss to property described in **Coverage A—Dwelling Protection** and **Coverage B—Other Structures Protection** except as limited or excluded in this policy.

**Coverage C  
Personal Property Protection**

**Property We Cover Under Coverage C:**

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Coverage C—Personal Property Protection**.
2. At **your option**, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

**Limitations On Certain Personal Property:**

Limitations apply to the following groups of personal property. If personal property can reasonably be

considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Coverage C—Personal Property Protection**. The total amount of coverage for each group in any one loss is as follows:

1. \$50— Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards and smart cards.
2. \$200— Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
3. \$250— Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing equipment or in a **business**. Recording or storage media includes, but is not limited to:
  - a) tapes;
  - b) CDs, DVDs and other discs;
  - c) records;
  - d) disks;
  - e) reels;
  - f) cassettes;
  - g) cartridges; or
  - h) programs.
4. \$500— Theft of tools and their accessories.
5. \$1,000— Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware and furs, including any item containing fur which represents its principal value.
6. \$1,000— Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not

include electronic data processing equipment or the recording or storage media used with that equipment.

7. \$1,000— Trading cards, subject to a maximum amount of \$250 per card.
8. \$1,000— Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
9. \$1,000— Manuscripts, including documents stored on electronic media.
10. \$1,000— Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
11. \$1,000— Trailers not used with watercraft.
12. \$1,000— Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
13. \$1,500— Electronic data processing equipment and the recording or storage media used with that equipment whether or not the equipment is used in a business. Recording or storage media will be covered only up to:
  - a) the retail value of the media, if pre-programmed; or
  - b) the retail value of the media in blank or unexposed form, if blank or self-programmed.
14. \$2,000— Theft of firearms, their related equipment, and accessories.
15. \$2,500— Motorized land vehicles used solely for the service of the Insured premises and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled.

16. \$2,500— Theft of goldware, silverware, pewterware and platinumware.

**Property We Do Not Cover Under Coverage C:**

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. We do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. We do cover motorized land vehicles designed for assisting the disabled or used solely for the service of the Insured premises and not licensed for use on public roads subject to **Limitations On Certain Personal Property**, item 15.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders, or tenants not related to you.
6. Property located away from the residence premises and rented or held for rental to others.
7. Satellite dish antennas and their systems.

**Losses We Cover Under Coverage C:**

We will cover sudden and accidental direct physical loss to the property described in **Coverage C— Personal Property Protection**, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.
2. Windstorm or Hail.

We do not cover:

- a) loss to covered property inside a building structure, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind

- forces rain, snow, sleet, sand or dust through the damaged roof or wall;
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, we do cover canoes and rowboats on the **residence premises**.

3. Explosion.
4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.

We do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations.

8. Vandalism and Malicious Mischief.

We do not cover vandalism or malicious mischief if your **dwelling** has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

9. Falling objects.

We do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.

10. Weight of ice, snow or sleet which causes damage to personal property in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.

11. Increase or decrease of artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.
13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

We do not cover loss at the **residence premises** under perils 12), 13), and 14) caused by or resulting from freezing while the **building structure** is vacant, unoccupied or under construction unless you have used reasonable care to:

- a) maintain heat in the **building structure**; or  
b) shut off the water supply and drain the water from the systems and appliances.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- a) theft or attempted theft committed by an **insured person**;  
b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied;

- c) theft of any property while at any other residence owned, rented to or occupied by an insured person unless the insured person is temporarily residing there;
  - d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the residence premises;
  - e) theft from that part of the residence premises rented by you to other than an insured person.
16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any building structure on the residence premises. This does not include damage to the glass.

**Additional Protection**

**1. Additional Living Expense**

- a) We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection** makes your residence premises uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection** will be limited to the least of the following:

- 1) the time period required to repair or replace the property we cover, using due diligence and dispatch; or

- 2) if you permanently relocate, the shortest time for your household to settle elsewhere; or
- 3) 12 months.

Additional Living Expense will not exceed the amount indicated on your Policy Declarations.

- b) We will pay the reasonable and necessary increase in living expenses for up to two weeks should civil authorities prohibit the use of the residence premises due to a loss at a neighboring premises caused by a loss we insure against. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

**2. Credit Card, Debit Card or Automated Teller Machine Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money**  
We will pay for loss:

- a) that an insured person is legally required to pay for the unauthorized use of any
  - 1) credit card;
  - 2) debit or automated teller machine card;
  - 3) bank fund transfer card;
  - 4) code;
  - 5) account number;
  - 6) personal identification number; or
  - 7) other means of account access
 that can be used, alone or in conjunction with items 1) through 7) above, to obtain money, goods, services, or any other thing

of value, or that can be used to initiate a transfer of funds.

- b) caused by forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person's** account;
- c) to an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

Our maximum limit of liability for any one loss is \$1,000, regardless of the number of persons involved. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

We do not cover:

- a) loss arising from any business of an **insured person**;
- b) loss caused by or at the direction of an **insured person** or any other person who has been entrusted with any credit card, debit or automated teller machine card, or bank fund transfer card;
- c) loss arising out of dishonesty of an **insured person**.

When loss is discovered, the **insured person** must give us immediate notice. If the loss involves a credit card, debit or automated teller machine card, or bank fund transfer card, the **insured person** must also give immediate notice to the company or bank that issued the card. Failure to comply with the terms and conditions of the card voids this protection.

We will pay only for loss occurring during the policy period, including those losses discovered and reported to us within one year after the policy has terminated. We have the right to investigate and settle any claim or suit as we deem appropriate. Full payment of the amount of insurance for any one loss ends our obligation under each claim or suit arising from the loss.

When this coverage applies, we will defend any suit brought against an **insured person** for the enforcement of payment that an **insured person** is legally required to make as a result

of the unauthorized use of any credit card, debit or automated teller machine card, or bank fund transfer card issued to or registered in the name of an **insured person**. The defense will be at our expense, with counsel of our choice.

When this coverage applies, we have the option to defend an **insured person** or the **insured person's** bank against a suit for the enforcement of payment legally required to be made as a result of forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person's** account. The defense will be at our expense, with counsel of our choice.

No deductible applies to this protection.

### 3. Debris Removal

We will pay reasonable expenses you incur to remove debris of covered property damaged by a loss we cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, we will pay up to an additional 5% of that limit for debris removal.

### 4. Emergency Removal Of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss we cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

### 5. Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect your property from a loss we cover at the residence premises. No deductible applies to this protection.

### 6. Temporary Repairs After A Loss

We will reimburse you up to \$5,000 for the reasonable and necessary cost you incur for temporary repairs to protect covered property from further imminent covered loss following a loss we cover. This coverage does not increase

the limit of liability applying to the property being repaired.

**7. Trees, Shrubs, Plants and Lawns**

We will pay up to 5% of the Limit Of Liability shown on the Policy Declarations under **Coverage A—Dwelling Protection** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. We will not pay more than \$500 for any one tree, shrub, or plant including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft or collapse of a **building structure** or any part of a **building structure**.

We will pay up to \$500 for reasonable expenses you incur for the removal of debris of trees at the address of the **residence premises** for direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Coverage A—Dwelling Protection** or **Coverage B—Other Structures Protection**.

We do not cover trees, shrubs, plants, or lawns grown for **business** purposes.

This coverage does not increase the limit of liability applying to the damaged property.

**8. Temperature Change**

We will pay for loss to covered personal property in a **building structure** at the **residence premises** resulting from a change in temperature. The change in temperature must result from a covered loss to the **building structure**.

This coverage does not increase the limit of liability applying to the damaged property.

**9. Power Interruption**

We will pay up to \$500 for loss to the contents of freezers and refrigerated units on the

**residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

**10. Arson Reward**

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

**11. Collapse**

We will cover at the **residence premises**:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under **Section I, Coverage C—Personal Property Protection**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse as referenced herein means the covered **building structure** or part of the covered **building structure** has actually fallen down or fallen into pieces unexpectedly and

Instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, fuel oil tank, septic tank, cistern or similar system, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a building structure or part of a building structure that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under Section I, Coverage C—Personal Property Protection;
- b) weight of persons, animals, equipment or contents; weight of rain, snow or ice which collects on a roof;
- c) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

This coverage does not increase the limit of liability applying to the covered property.

**12. Land**

If a sudden and accidental direct physical loss results in both a covered loss to the dwelling, other than the breakage of glass or safety glazing material, and a loss of land stability, we will pay up to \$10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of the dwelling sustaining the covered loss.

The Section I—Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

**13. Lock Replacement**

When a key to a lock is stolen as part of a covered theft loss, we will pay under Coverage A—Dwelling Protection the reasonable expenses you incur to replace or re-key exterior door locks at the residence premises with locks or cylinders of like kind and quality. The limit of liability under this coverage following any one theft loss is \$500.

This coverage does not increase the limit of liability that applies to the covered property.

**Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C**

A. We do not cover loss to the property described in Coverage A—Dwelling Protection or Coverage B—Other Structures Protection consisting of or caused by the following:

1. Freezing of:
  - a) plumbing, fire protective sprinkler systems, heating or air conditioning systems;
  - b) household appliances; or
  - c) swimming pools, hot tubs and spas within the dwelling, their filtration and circulation systems; or discharge, leakage or overflow from within a), b) or c) above, caused by freezing, while the building structure is vacant, unoccupied or being constructed unless you have used reasonable care to:
    - a) maintain heat in the building structure; or
    - b) shut off the water supply and drain the system and appliances.
2. Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not. This exclusion applies to fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks. This exclusion also applies to swimming pools, hot tubs, spas, their filtration and circulation systems if the swimming pool, hot tub or spa is not located within a heated portion of the dwelling.

3. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:
  - a) from a plumbing, heating, air conditioning or automatic fire protection system or from within a domestic appliance; or
  - b) from, within or around any plumbing fixtures, including, but not limited to shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.
4. Collapse, except as specifically provided in Section I—Additional Protection under item 11, "Collapse."
5. Theft from your residence premises while your dwelling is under construction, or of materials and supplies for use in construction, until your dwelling is completed and occupied.
6. Vandalism or Malicious Mischief if your dwelling is vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.
7.
  - a) wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
  - b) mechanical breakdown;
  - c) growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;
  - d) rust or other corrosion;
  - e) contamination, including, but not limited to, the presence of toxic, noxious or hazardous gasses, chemicals, liquids, solids or other substances at the residence premises or in the air, land or water serving the residence premises;
  - f) smog, smoke from the manufacturing of any controlled substance,

- agricultural smudging and industrial operations;
- g) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- h) insects, rodents, birds or domestic animals. We do cover the breakage of glass or safety glazing materials caused by birds; or
- i) seizure by government authority.

If any of a) through h) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within your dwelling, we cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of your dwelling necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

8. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.
- B. We do not cover loss to the property described in Coverage A—Dwelling Protection or Coverage B—Other Structures Protection when:
- 1) there are two or more causes of loss to the covered property; and
  - 2) the predominant cause(s) of loss is (are) excluded under items A.1 through A.8 above.
- C. We do not cover loss to the property described in Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection consisting of or caused by the following:

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.

2. Water or any other substance that:  
a) backs up through sewers or drains; or  
b) overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

3. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

**We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1 through 3 listed above.**

4. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

**We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.**

5. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**.

**We do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.**

6. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.

7. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.

8. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:  
a) may be reasonably expected to result from such acts; or  
b) is the intended result of such acts.

This exclusion applies regardless of whether or not the **insured person** is actually charged with, or convicted of, a crime.

9. Weather Conditions that contribute in any way with a cause of loss excluded under **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C** to produce a loss.

10. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:  
a) planning, zoning, development, surveying, siting;  
b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;  
c) materials used in repair, construction, renovation or remodeling; or  
d) maintenance

of property whether on or off the **residence premises** by any person or organization.

11. Vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

D. We do not cover loss to the property described in Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection when:

- 1) there are two or more causes of loss to the covered property; and
- 2) the predominant cause(s) of loss is (are) excluded under items C.1. through C.11 above.

E. We do not cover loss to the property described in Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.

F. We do not cover loss to the property described in Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection consisting of or caused by the following. These exclusions apply regardless of whether any other cause contributed concurrently or in any sequence to produce the loss:

1. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

2. War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

### Section I Conditions

#### 1. Deductible

We will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. We will then pay only the excess amount, unless we have indicated otherwise in this policy.

#### 2. Insurable Interest and Our Liability

In the event of a covered loss, we will not pay for more than an insured person's insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

#### 3. What You Must Do After A Loss

In the event of a loss to any property that may be covered by this policy, you must:

- a) immediately give us or our agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card, debit or automated teller machine card, or bank fund transfer card, give notice to the company or bank that issued the card.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give us a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give us all accounting records, bills, invoices and other vouchers, or certified copies, which we may reasonably request to examine and permit us to make copies.
- e) produce receipts for any increased costs to maintain your standard of living while

**you** reside elsewhere, and records supporting any claim for loss of rental income.

- f) as often as **we** reasonably require:
  - 1) show **us** the damaged property.
  - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
  - 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
  - 1) the date, time, location and cause of loss;
  - 2) the interest **insured persons** and others have in the property, including any encumbrances;
  - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
  - 4) any other insurance that may cover the loss;
  - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
  - 6) at **our** request, the specifications of any damaged **building structure** or other structure; and
  - 7) evidence supporting any claim under the Credit Card, Debit or Automated Teller Machine Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money protection. State the cause and amount of loss.

**We** have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

#### 4. **Our Settlement Options**

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace **all** or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for **all** or any part of the damaged, destroyed or stolen property as described in Condition 5 "How We Pay For A Loss."

Within 30 days after **we** receive **your** signed, sworn proof of loss **we** will notify **you** of the option or options **we** intend to exercise.

#### 5. **How We Pay For A Loss**

Under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection and Coverage C—Personal Property Protection, payment for covered loss will be by one or more of the following methods:

- a) Special Payment. At **our** option, **we** may make payment for a covered loss before **you** repair, rebuild or replace the damaged, destroyed or stolen property if:
  - 1) the whole amount of loss for property covered under Coverage A—Dwelling Protection and Coverage B—Other Structures Protection, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision, or;
  - 2) the whole amount of loss for property covered under Coverage C—Personal Property Protection, without deduction for depreciation, is less than \$2,500 and if **your** Policy Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.
- b) Actual Cash Value. If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged,

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destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c) and paragraph d) below, if applicable, if you repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

- c) Building Structure Reimbursement. Under Coverage A—Dwelling Protection and Coverage B—Other Structures Protection, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a building structure damaged by a covered loss. This additional payment shall not include any amounts which may be paid or payable under Section I, Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss, and shall not be payable for any losses excluded in Section I—Your Property, under Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C, section E.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the building structure(s) for equivalent construction for similar use on the same residence premises;
- 2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with equivalent construction for similar

use on the same residence premises; or

- 3) the Limit Of Liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A—Dwelling Protection or Coverage B—Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

If you replace the damaged building structure(s) at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to building structures and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under Coverage C—Personal Property Protection;
- 2) property covered under Coverage B—Other Structures Protection that is not a building structure;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas whether or not fastened to a building structure; or
- 4) land.

Payment under a), b), or c) above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction,

maintenance, repair, relocation or demolition of building structures or other structures.

- d) **Personal Property Reimbursement.** Under **Coverage C—Personal Property Protection**, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for **Coverage C—Personal Property Protection**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Coverage A—Dwelling Protection** and **Coverage B—Other Structures Protection**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;

- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) motorized land vehicles used solely for the service of the Insured premises and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled.

#### 6. **Our Settlement Of Loss**

We will settle any covered loss with you unless some other person or entity is named in the policy. We will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award or a court judgment.

#### 7. **Appraisal**

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

- 8. Abandoned Property**  
We are not obligated to accept any property or responsibility for any property abandoned by an insured person.
- 9. Permission Granted To You**  
a) The residence premises may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A building structure under construction is not considered vacant.  
b) You may make alterations, additions or repairs, and you may complete structures under construction.
- 10. Our Rights To Recover Payment**  
When we pay for any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of the loss.
- 11. Our Rights To Obtain Salvage**  
We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us or payment of the agreed or appraised value.  
  
We will notify you of our intent to exercise this option within 30 days after we receive your signed, sworn proof of loss. If no signed, sworn proof of loss is requested by us, we will notify you of our intent to exercise this option within 60 days after the date you report the loss to us.  
  
When we settle any loss caused by theft or disappearance, we have the right to obtain all or part of any property which may be recovered. An insured person must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice of recovery to us.
- 12. Action Against Us**  
No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Section I Conditions applies, unless:  
a) there has been full compliance with all policy terms; and  
b) the action is commenced within one year after the inception of loss or damage.
- 13. Loss To A Pair Or Set**  
If there is a covered loss to a pair or set, we may:  
a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or  
b) pay the difference between the actual cash value of the pair or set before and after the loss.
- 14. Glass Replacement**  
Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.
- 15. No Benefit To Bailee**  
This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.
- 16. Other Insurance**  
If both this insurance and other insurance apply to a loss, we will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.
- 17. Property Insurance Adjustment**  
When the Policy Declarations indicates that the Property Insurance Adjustment Condition applies, you agree that, at each policy anniversary, we may increase the Limit of Liability shown on the Policy Declarations for Coverage A—Dwelling Protection to reflect one of the following:  
a) the rate of change in the index identified in the Important Payment and Coverage

Information" section of the Policy Declarations. The limit of liability for **Coverage A—Dwelling Protection** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1000; or

b) the minimum amount of insurance coverage we are willing to issue for the succeeding premium period under **Coverage A—Dwelling Protection** for your dwelling and other property we cover under **Coverage A—Dwelling Protection**.

Any adjustment in the limit of liability for **Coverage A—Dwelling Protection** will result in an adjustment in the limit of liability for **Coverage B—Other Structures Protection** and **Coverage C—Personal Property Protection** in accordance with our manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by us at the time a change in limits is made.

We will not reduce the limit of liability shown on the Policy Declarations without your consent. You agree that it is your responsibility to ensure that each of the limits of liability shown on the Policy Declarations are appropriate for your insurance needs. If you want to increase or decrease any of the limits of liability shown on the Policy Declarations, you must contact us to request such a change.

**18. Mortgagee**

A covered loss will be payable to the Mortgagee(s) named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

We will:

- a) protect the mortgagee's interest in a covered building structure in the event of an increase in hazard, intentional or criminal acts of, or directed by, an insured person, failure by any insured person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days notice if we cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an insured person fails to do so;
- b) pay upon demand any premium due if an insured person fails to do so;
- c) notify us in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d) give us the mortgagee's right of recovery against any party liable for loss; and
- e) after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

**19. Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**

In the event of a covered water loss under **Coverage A—Dwelling Protection**, **Coverage B—Other Structures Protection** or **Coverage C—Personal Property Protection**, we will pay up to \$5,000 for mold, fungus, wet rot or dry rot remediation.

**Remediation** means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Coverage A—Dwelling Protection**, **Coverage B—Other Structures**

**Protection or Coverage C—Personal Property Protection** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain your normal standard of living if mold, fungus, wet rot or dry rot makes your residence premises uninhabitable. Remediation also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection.**

## **Section II—Family Liability and Guest Medical Protection**

### **Coverage X Family Liability Protection**

#### **Losses We Cover Under Coverage X:**

Subject to the terms, conditions and limitations of this policy, we will pay damages which an insured person becomes legally obligated to pay because of bodily injury or property damage arising from an occurrence to which this policy applies, and is covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an insured person. If an insured person is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to defend any suit or pay any claim or judgment after we have exhausted our limit of liability.

### **Coverage Y Guest Medical Protection**

#### **Losses We Cover Under Coverage Y:**

We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eye glasses,

hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an occurrence causing bodily injury to which this policy applies, and is covered by this part of the policy.

Each person who sustains bodily injury is entitled to this protection when that person is:

1. on the insured premises with the permission of an insured person; or
2. off the insured premises, if the bodily injury:
  - a) arises out of a condition on the insured premises or immediately adjoining ways;
  - b) is caused by the activities of an insured person or a residence employee;
  - c) is caused by an animal owned by or in the care of an insured person; or
  - d) is sustained by a residence employee.

### **Additional Protection**

We will pay, in addition to the limits of liability:

#### **1. Claim Expense**

We will pay:

- a) all costs we incur in the settlement of any claim or the defense of any suit against an insured person;
- b) interest accruing on damages awarded until such time as we have paid, formally offered, or deposited in court the amount for which we are liable under this policy; interest will be paid only on damages which do not exceed our limits of liability;
- c) premiums on bonds required in any suit we defend; we will not pay bond premiums in an amount that is more than our limit of liability; we have no obligation to apply for or furnish bonds;
- d) up to \$150 per day for loss of wages and salary, when we ask you to attend trials and hearings;
- e) any other reasonable expenses incurred by an insured person at our request.

#### **2. Emergency First Aid**

We will pay reasonable expenses incurred by an insured person for first aid to other persons at the time of an accident involving bodily injury covered under this policy.

3. **Damage To Property Of Others**

At your request, we will pay up to \$500 each time an **insured person** causes **property damage** to someone else's property. At our option, we will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for **property damage**:

- a) to property covered under Section I of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in your household; or
- d) arising out of:
  - 1) past or present **business** activities;
  - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
  - 3) the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

**Losses We Do Not Cover Under Coverage X and Coverage Y**

A. **Losses We Do Not Cover Under Coverage X:**

1. We do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.
2. We do not cover any **property damage** consisting of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
3. We do not cover any **bodily injury** or **property damage** arising out of any liability statutorily imposed upon any **insured person** in any manner, consisting

of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

4. We do not cover any liability an **insured person** assumes arising out of any contract or agreement.

5. We do not cover **property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. This exclusion does not apply if the **property damage** is caused by fire, explosion or smoke.

6. We do not cover any liability imposed upon any **insured person** by any governmental authority for **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

B. **Losses We Do Not Cover Under Coverage Y:**

1. We do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. However, this exclusion does not apply to a **residence employee**.
2. We do not cover **bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.

C. **Losses We Do Not Cover Under Coverage X and Coverage Y:**

Coverage under **Coverage X—Family Liability Protection** will be excluded for **bodily injury** and **property damage** and coverage under **Coverage Y—Guest Medical Protection** will be excluded for **bodily injury** as follows:

1. We do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or

omissions of, any **insured person**. This exclusion applies even if:

- a) such **insured person** lacks the mental capacity to govern his or her conduct;
- b) such **bodily injury or property damage** is of a different kind or degree than intended or reasonably expected; or
- c) such **bodily injury or property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with, or convicted of a crime.

2. We do not cover **bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any worker's compensation, non-occupational disability or occupational disease law.

3. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

4. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:

- a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
- b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is

being used away from an **insured premises**;

- c) a motorized wheel chair;
- d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
- e) a golf cart owned by an **insured person** when used for golfing purposes;
- f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
- g) lawn or garden implements under 40 horsepower;
- h) **bodily injury** to a **residence employee**.

5. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:

- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
- b) is a sailing vessel 26 feet or more in length;
- c) is powered by one or more outboard motors with more than 25 total horsepower;
- d) is designated as an airboat, air cushion, or similar type of watercraft; or
- e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

6. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. This exclusion does not

apply to **bodily injury** to a **residence employee**.

7. We do not cover **bodily injury** or **property damage** arising out of:
- the negligent supervision by any **Insured person** of any person; or
  - any liability statutorily imposed on any **Insured person**

arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.

8. We do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

We do cover **bodily injury** which results from such discharge if the discharge is sudden and accidental.

9. We do not cover **bodily injury** or **property damage** arising out of the rendering of, or failure to render, professional services by an **Insured person**.
10. We do not cover **bodily injury** or **property damage** arising out of the past or present **business** activities of an **Insured person**.

We do cover the occasional or part-time **business** activities of an **Insured person** who is a student under 21 years of age who is self-employed and has no employees.

11. We do not cover **bodily injury** or **property damage** arising out of any premises, other than an **Insured premises**, owned, rented or controlled by an **Insured person**. This

exclusion does not apply to **bodily injury** to a **residence employee**.

12. We do not cover **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
13. We do not cover **bodily injury** or **property damage** caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

## **Section II Conditions**

1. **What You Must Do After An Accidental Loss**  
In the event of **bodily injury** or **property damage**, you must do the following:
- Promptly notify us or our agent stating:
    - your name and policy number;
    - the date, the place and the circumstances of the loss;
    - the name and address of anyone who might have a claim against an **Insured person**;
    - the names and addresses of any witnesses.
  - Promptly send us any legal papers relating to the accident.
  - At our request, an **Insured person** will:
    - cooperate with us and assist us in any matter concerning a claim or suit;
    - help us enforce any right of recovery against any person or organization who may be liable to an **Insured person**;
    - attend any hearing or trial.
  - Under the **Damage To Property Of Others** protection, give us a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **Insured person** must be prepared to show us any damaged property under that person's control.

Any **Insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others

at the time of the loss as provided for in this policy.

**2. What An Injured Person Must Do — Coverage Y — Guest Medical Protection**

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give us written proof of the loss. If we request, this must be done under oath.
- b) Give us written authorization to obtain copies of all medical records and reports.
- c) Permit doctors we select to examine the injured person as often as we may reasonably require.

**3. Our Payment Of Loss — Coverage Y — Guest Medical Protection**

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by us or an insured person.

**4. Our Limits Of Liability**

Regardless of the number of insured persons, injured persons, claims, claimants or policies involved, our total liability under Coverage X — Family Liability Protection for damages resulting from one occurrence will not exceed the Limit Of Liability shown on the Policy Declarations. All bodily injury and property damage resulting from continuous or repeated exposure to the same general conditions is considered the result of one occurrence. Our total liability under Coverage Y — Guest Medical Protection for all medical expenses payable for bodily injury, to any one person, shall not exceed the "each person" Limit Of Liability shown on the Policy Declarations.

**5. Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an insured person.

**6. Our Rights to Recover Payment — Coverage X — Family Liability Protection**

When we pay any loss, an insured person's right to recover from anyone else becomes

ours up to the amount we have paid. An insured person must protect these rights and help us enforce them.

**7. Action Against Us**

- a) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Coverage X — Family Liability Protection, unless the obligation of an insured person to pay has been finally determined either by judgment against the insured person after actual trial, or by written agreement of the insured person, injured person and us, and the action against us is commenced within one year of such judgment or agreement.
- c) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Coverage Y — Guest Medical Protection, unless such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred.
- d) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Section II — Additional Protection, unless such action is commenced within one year after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred, or within one year after the date of loss to the property if coverage is being sought under the Damage to Property of Others provision.
- e) No one shall have any right to make us a party to an action to determine the liability of an insured person.

8. **Other Insurance—Coverage X—Family Liability Protection**  
This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

### **Section III—Optional Protection**

#### **Optional Coverages You May Buy**

The following Optional Coverages may supplement coverages found in Section I or Section II and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Coverage BC  
Building Codes**  
We will pay up to 10% of the amount of insurance on the Policy Declarations under Coverage A—Dwelling Protection to comply with local building codes after a covered loss to the dwelling or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair or demolition of the dwelling.
2. **Coverage BP  
Increased Coverage On Business Property**  
The limitation on business property located on the residence premises, under Coverage C—Personal Property Protection, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the residence premises.
3. **Coverage DP  
Increased Coverage On Electronic Data Processing Equipment**  
The limitation on electronic data processing equipment under Coverage C—Personal Property Protection, and the recording or storage media used with that equipment, is

increased to the amount shown on the Policy Declarations.

4. **Coverage F  
Fire Department Charges**  
The \$500 limit applying to the fire department service charges under Additional Protection is increased to the amount shown on the Policy Declarations.

5. **Coverage G  
Loss Assessments**  
If your residence premises includes a building structure which is constructed in common with one or more similar buildings, and you are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the Insured premises means the building structure occupied exclusively by your household as a private residence, including the grounds, related structures and private approaches to them.

We will pay your share of any special assessments charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss we cover under Section I of this policy; or
- b) bodily injury or property damage covered under Section II of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the insured person, as a result of any one loss, for bodily injury or property damage exceeds \$250 and then only for the amount of such excess. This coverage is not subject to any deductible applying to Section I of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to Sections I and II of this policy and the Section I and II Conditions, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

6. **Coverage J  
Extended Coverage On Jewelry, Watches and Furs**

**Coverage C—Personal Property Protection** is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Coverage C—Personal Property Protection**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

We do not cover loss caused by or consisting of:

- a) intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
  - 1) may be reasonably expected to result from such acts; or
  - 2) is the intended result of such acts.
- b) wear and tear, gradual deterioration, inherent vice, insects or vermin;
- c) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered a loss by fire, explosion or smoke. We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.
- d) war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

- e) failure by any **insured person** to take all reasonable steps to preserve property during and after a loss or when the property is endangered by a cause of loss we cover.

Any deductible shown on the Policy Declarations applicable to **Coverage C—Personal Property Protection**, also applies to a loss under this coverage.

7. **Coverage K  
Incidental Office, Private School Or Studio**

- a) The limits applying to property used or intended for use in a **business** under **Coverage C—Personal Property Protection** do not apply to equipment, supplies and furnishings used in a described office, private school or studio at **your residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

The **Coverage K** limits are shown on the Policy Declarations. The first limit applies to property on the **residence premises**. The second limit applies to property while away from the **residence premises**. These limits are not in addition to **Coverage C—Personal Property Protection, Limitations On Certain Personal Property** on property used or intended for use in a **business**. The increased coverage does not include property held for sample, sale or delivery after sale.

- b) **Coverage X—Family Liability Protection** and **Coverage Y—Guest Medical Protection** are extended to cover a described office, private school or studio occupied by an **insured person**. The occupancy of the described property shall not be considered a **business**.

We do not cover **bodily injury** to:

- a) any employee other than a **residence employee**; or

- b) any person arising out of corporal punishment administered by or at the direction of an **insured person**.

**8. Coverage M**

**Increased Coverage On Money**

The limitation on money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards and smart cards under **Coverage C—Personal Property Protection** is increased to the amount shown on the Policy Declarations.

**9. Coverage P**

**Business Pursuits**

**Coverage X—Family Liability Protection** and **Coverage Y—Guest Medical Protection** are extended to cover specified **business pursuits** of an **insured person**.

We do not cover:

- a) **bodily injury** or **property damage** arising out of the **business pursuits** of an **insured person** when the **business** is owned or financially controlled by the **insured person**. This also means a partnership or joint venture of which an **insured person** is a partner or member;
- b) **bodily injury** or **property damage** arising out of the rendering of or failure to render a professional service of any nature, other than teaching;
- c) **bodily injury** to a fellow employee of an **insured person** arising out of and in the course of employment;
- d) **bodily injury** or **property damage** when an **insured person** is a member of a teaching staff or faculty of any school or college and the **bodily injury** or **property damage** arises out of the maintenance or use of saddle animals, vehicles used with

saddle animals, motorized land vehicles, hovercrafts, aircraft or watercraft when owned, hired or operated by an **insured person** or used for the purpose of instruction; or

- e) **bodily injury** to any person arising out of corporal punishment administered by or at the direction of an **insured person** when an **insured person** is a member of the teaching staff or faculty of any school of instruction.

**10. Coverage S**

**Increased Coverage On Securities**

The \$1,000 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property, covered under **Coverage C—Personal Property Protection**, is increased to the amount shown on the Policy Declarations.

**11. Coverage SD**

**Satellite Dish Antennas**

**Coverage C—Personal Property Protection** is extended to pay for sudden and accidental direct physical loss to satellite dish antennas and their systems on your **residence premises**, subject to the provisions of **Coverage C—Personal Property Protection**.

The amount of coverage is shown on the Policy Declarations.

**12. Coverage ST**

**Increased Coverage On Theft Of Silverware**

The limitation on theft of goldware, silverware, pewterware and platinumware under **Coverage C—Personal Property Protection** is increased to the amount shown on the Policy Declarations.

# Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

## Extended Protection Amendatory Endorsement — APC270

I. In Section I—Your Property, Coverage C—Personal Property Protection is revised as follows:

A. In Property We Cover Under Coverage C, item 1, is replaced by the following:

1. Personal property owned or used by an insured person anywhere in the world. When personal property is located at a residence other than the residence premises, coverage is limited to 10% of Coverage C—Personal Property Protection. This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after you begin to move property there, personal property in use at a temporary residence when a direct physical loss we cover makes your residence premises uninhabitable, or to personal property in student dormitory, fraternity or sorority housing.

B. The Limitations On Certain Personal Property provision is replaced by the following:

### *Limitations On Certain Personal Property:*

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under Coverage C—Personal Property Protection. The total amount of coverage for each group in any one loss is as follows:

1. \$200— Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards and smart cards.
2. \$200— Property used or intended for use in a business while the property is away from the residence premises. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
3. \$500— Theft of any recording or storage media while such property is away from the residence premises, whether or not it is used with electronic data processing equipment or in a business. Recording or storage media includes, but is not limited to:
  - a) tapes;
  - b) CDs, DVDs and other discs;
  - c) records;
  - d) disks;
  - e) reels;
  - f) cassettes;
  - g) cartridges; or
  - h) programs.

4. \$1,000— Trading cards, subject to a maximum amount of \$250 per card.
5. \$1,000— Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
6. \$1,000— Manuscripts, including documents stored on electronic media.
7. \$1,000— Trailers not used with watercraft.
8. \$2,000— Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
9. \$2,000— Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
10. \$2,000— Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
11. \$10,000— Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled.
12. \$3,000— Theft of firearms, their related equipment, and accessories.
13. \$5,000— Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware and furs, including any item containing fur which represents its principal value, subject to a maximum amount of \$1,000 per item.
14. \$2,500— Theft of goldware, silverware, pewterware and platinumware.
15. \$10,000— Theft of tools and their accessories.

II. In Section I—Your Property, Additional Protection is revised as follows:

A. Item 1. Additional Living Expense is replaced by the following:

1. Additional Living Expense

- a) We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection** makes your **residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection** or **Coverage C—Personal Property Protection** will be limited to the least of the following:

- 1) the time period required to repair or replace the property we cover, using due diligence and dispatch; or
  - 2) if you permanently relocate, the shortest time for your household to settle elsewhere; or
  - 3) 12 months.
- b) We will pay the reasonable and necessary increase in living expenses for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss we insure against. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

B. **Item 9. Power Interruption** is replaced by the following:

9. **Power Interruption**

We will pay for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

III. **Building Structure Reimbursement Extended Limits**

In **Section I—Conditions, item 5., How We Pay For A Loss**, under c) Building Structure Reimbursement we will replace item 3) if, at the time of the loss, you have met the following conditions:

- A. Insure your **dwelling**, attached structures and detached **building structures** to 100% of replacement cost as determined by our estimate completed and based on the accuracy of information you furnished;
- B. Have accepted the Property Insurance Adjustment Condition, agree to accept each annual adjustment in the **Coverage A—Dwelling Protection** limit of liability, and pay any additional premium charged; and
- C. Notify us within 80 days of the start of any modifications that increase the aggregate value of your **dwelling**, attached structures and detached **building structures** at the **residence premises** by \$5,000 or more, and pay any resulting additional premium due for the increase in value.

If, at the time of a covered loss, you meet all of the conditions in A., B., and C. above, then in **Section I—Conditions, item 5., How We Pay For A Loss**, under c) Building Structure Reimbursement, item 3) is replaced with:

- 3) 120% of the Limit Of Liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A—Dwelling Protection or Coverage B—Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

If, at the time of a covered loss, you fail to meet any of the conditions in A., B., and C. above, then in Section I—Conditions, item 5., How We Pay For A Loss, under c) Building Structure Reimbursement, item 3) remains:

- 3) the Limit Of Liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A—Dwelling Protection or Coverage B—Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

IV. In Section II—Family Liability and Guest Medical Protection, under Additional Protection, item 3 is replaced by the following:

3. **Damage To Property Of Others**

At your request, we will pay up to \$1,000 each time an insured person causes property damage to someone else's property. At our option, we will pay the cost to either repair or replace the property damaged by an insured person, without deduction for depreciation.

We will not pay for property damage:

- a) to property covered under Section I of this policy;
- b) to property intentionally damaged by an insured person who has attained the age of 13;
- c) to property owned by or rented to an insured person, any tenant of an insured person, or any resident in your household; or
- d) arising out of:
  - 1) past or present business activities;
  - 2) any act or omission in connection with a premises, other than an insured premises, owned, rented or controlled by an insured person; or
  - 3) the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

All other policy terms and conditions apply.

## Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

### Scheduled Personal Property Endorsement -- APC273

#### WHERE COVERAGE APPLIES

WE will cover the described property anywhere in the world. HOWEVER, COVERAGE ON FINE ARTS, FIREARMS AND BUSINESS PERSONAL PROPERTY IS LIMITED TO WITHIN THE UNITED STATES OF AMERICA AND CANADA.

#### SPECIAL PROVISIONS AND CONDITIONS:

1. Musical Instruments: **YOU** agree that none of the musical instruments covered will be played for remuneration unless this is indicated in the schedule and an additional premium paid.
2. Silverware: This classification includes silverware, silver-platedware, goldware, gold-platedware and pewterware. IT DOES NOT INCLUDE PENS, PENCILS, FLASKS, SMOKING IMPLEMENTS OR ACCESSORIES, OR ITEMS OF JEWELRY.
3. Fine Arts: **YOU** agree that covered fine arts will be packed and unpacked by competent packers.
4. Golfer's Equipment: Coverage on golfer's equipment owned by an **INSURED PERSON** includes golf clubs, golf clothing and equipment, BUT DOES NOT INCLUDE JEWELRY, WATCHES AND EQUIPMENT FOR SALE. Coverage also applies to **YOUR** other clothing while contained in any locker at the premises where **YOU** are playing golf. GOLF BALLS ARE COVERED ONLY FOR LOSS BY FIRE OR BY BURGLARY PROVIDED, IN THE CASE OF BURGLARY, THERE ARE VISIBLE MARKS OF FORCIBLE ENTRY INTO THE BUILDING, ROOM OR LOCKER CONTAINING THE GOLF BALLS.
5. Stamp and Coin Collections: Coverage on postage stamps includes due, envelope, official, revenue, match and medicine stamps, covers, locals, reprints, essays, proofs and other philatelic property an **INSURED PERSON** owns or controls. This includes the books, pages and mountings.  
  
Coverage on rare and current coins includes medals, paper money, bank notes, tokens or money and other numismatic property an **INSURED PERSON** owns or controls. This includes albums, containers, frames, cards, and display cabinets used with the coin collections.
6. Business Personal Property: This classification includes hand tools and portable power tools owned by an **INSURED PERSON** and used in that person's **BUSINESS**. WE WILL NOT COVER THE FOLLOWING PROPERTY:
  - (A) SPARE PARTS, UNLESS ATTACHED TO THE COVERED PROPERTY OR SPECIFICALLY DESCRIBED IN THIS ENDORSEMENT;
  - (B) ELECTRICAL APPLIANCES OR DEVICES, INCLUDING WIRING, DAMAGED DUE TO ELECTRICAL INJURY DISTURBANCES, CAUSED BY ARTIFICIALLY GENERATED ELECTRICAL CURRENTS, UNLESS FIRE FOLLOWS AND THEN ONLY LOSS OR DAMAGE CAUSED BY FIRE IS COVERED.
7. DOUBLE RECOVERY: WE WILL NOT PAY FOR ANY LOSS IF AN **INSURED PERSON** HAS COLLECTED FOR THE SAME LOSS FROM OTHERS.

**NEWLY ACQUIRED PROPERTY**

THIS PROVISION APPLIES ONLY TO THE JEWELRY, FURS, CAMERAS AND MUSICAL INSTRUMENTS CLASSES WHEN SIMILAR PROPERTY IS ALREADY DESCRIBED AND SCHEDULED IN THIS ENDORSEMENT.

WE WILL ONLY COVER NEWLY ACQUIRED PROPERTY OF AN **INSURED PERSON** FOR ITS ACTUAL VALUE PROVIDED YOU REPORT THE NEWLY ACQUIRED PROPERTY TO US WITHIN 30 DAYS OF ACQUISITION AND PAY THE ADDITIONAL PREMIUM FROM THE DATE ACQUIRED.

COVERAGE FOR EACH CLASS OF PROPERTY TO WHICH THIS PROVISION APPLIES WILL NOT EXCEED 25% OF THE AMOUNT OF INSURANCE FOR THAT CLASS OF PROPERTY OR \$10,000, WHICHEVER IS LESS.

**EXCLUSIONS—LOSSES WE DO NOT COVER**

1. WE WILL NOT COVER LOSS OR DAMAGE TO THE DESCRIBED PROPERTY CAUSED BY WEAR AND TEAR, GRADUAL DETERIORATION, INSECTS, VERMIN OR INHERENT VICE.
2. WE WILL NOT COVER LOSS OR DAMAGE CAUSED BY NUCLEAR ACTION, MEANING NUCLEAR REACTION, DISCHARGE OR RADIATION OR RADIOACTIVITY, OR ANY CONSEQUENCE OF ANY OF THESE. LOSS BY NUCLEAR ACTION IS NOT CONSIDERED LOSS BY FIRE, EXPLOSION OR SMOKE. DIRECT LOSS BY FIRE RESULTING FROM NUCLEAR ACTION IS COVERED.
3. WE WILL NOT COVER LOSS OR DAMAGE CAUSED BY WAR OR WARLIKE ACTS, INCLUDING INSURRECTION, REBELLION, OR REVOLUTION.
4. If Fine Arts are covered, WE WILL NOT COVER:
  - (A) LOSS OR DAMAGE CAUSED BY ANY REPAIRING, RESTORATION OR RETOUCHING PROCESS;
  - (B) BREAKAGE OF ART GLASS WINDOWS, STATUARY, MARBLES, GLASSWARE, BRIC-A-BRAC, PORCELAINS AND SIMILAR FRAGILE ITEMS, UNLESS CAUSED BY FIRE, LIGHTNING, WINDSTORM, AIRCRAFT, THEFT OR ATTEMPTED THEFT, EARTHQUAKE, FLOOD, EXPLOSION, MALICIOUS DAMAGE, OR COLLISION, DERAILMENT OR OVERTURN OF CONVEYANCE, OR UNLESS COVERAGE FOR BREAKAGE IS INDICATED IN THE SCHEDULE AND AN ADDITIONAL PREMIUM IS PAID;
  - (C) PROPERTY ON EXHIBITION AT FAIR GROUNDS OR ON ANY NATIONAL OR INTERNATIONAL EXPOSITION PREMISES, UNLESS OTHERWISE INDICATED IN THIS ENDORSEMENT.
5. If Sports Equipment, other than golf equipment, is covered, WE WILL NOT COVER LOSS OR DAMAGE CAUSED BY:
  - (A) ANY REFINISHING, RENOVATING OR REPAIRING PROCESS; DAMPNES OR EXTREMES OF TEMPERATURE; OR, RUST FOULING OR EXPLOSION OF FIREARMS;
  - (B) BREAKAGE, MARRING, SCRATCHING, TEARING OR DENTING UNLESS CAUSED BY FIRE, THEFT OR ACCIDENTS TO CONVEYANCES; OR
  - (C) DISHONEST ACTS OF AN **INSURED PERSON'S** EMPLOYEES OR PERSONS TO WHOM THE COVERED PROPERTY MAY BE ENTRUSTED OR RENTED.
6. If Stamp or Coin Collections are covered, WE WILL NOT COVER LOSS OR DAMAGE RESULTING FROM:
  - (A) FADING, CREASING, DENTING, SCRATCHING, TEARING, THINNING, TRANSFER OF COLORS, INHERENT DEFECT, DAMPNES, EXTREMES OF TEMPERATURE, GRADUAL DEPRECIATION, OR DAMAGE SUSTAINED FROM HANDLING OR WHILE BEING ACTUALLY WORKED ON;
  - (B) MYSTERIOUS DISAPPEARANCE OF INDIVIDUAL STAMPS, COINS OR OTHER INDIVIDUAL ITEMS WE COVER UNLESS SPECIFICALLY DESCRIBED WITH A DEFINITE AMOUNT SET OPPOSITE THEIR DESCRIPTION, OR IF

- NOT SPECIFICALLY DESCRIBED, UNLESS MOUNTED IN A VOLUME, AND THE PAGE TO WHICH THEY ARE ATTACHED IS ALSO LOST;
- (C) THEFT FROM ANY UNATTENDED AUTOMOBILE EXCEPT WHILE BEING SHIPPED BY REGISTERED MAIL UNLESS COVERAGE FOR EXTENDED THEFT IS INDICATED IN THE SCHEDULE AND AN ADDITIONAL PREMIUM IS PAID;
  - (D) LOSS TO PROPERTY IN THE CUSTODY OF TRANSPORTATION COMPANIES; NOR SHIPMENTS BY MAIL UNLESS BY REGISTERED MAIL; OR
  - (E) LOSS TO ANY PROPERTY DESCRIBED IN THE SCHEDULE WHICH IS NOT AN ACTUAL PART OF A STAMP, COIN OR NUMISMATIC COLLECTION.
7. If Business Personal Property is covered, WE WILL NOT COVER LOSS OR DAMAGE RESULTING FROM:
- (A) FREEZING, CONTAMINATION, DAMPNES OF ATMOSPHERE, EXTREMES OF TEMPERATURES, CORROSION OR RUST;
  - (B) BREAKAGE, MARRING, SCRATCHING, CHIPPING OR DENTING, UNLESS CAUSED BY FIRE, EXPLOSION, THEFT, WINDSTORM, EARTHQUAKE, FLOOD, VANDALISM, MALICIOUS MISCHIEF, OR COLLISION, DERAILMENT OR OVERTURNING OF THE TRANSPORTING CONVEYANCE;
  - (C) DISHONEST ACTS OF AN INSURED PERSON'S EMPLOYEES, WHETHER IN THE SCOPE OF EMPLOYMENT OR NOT, OR ANY PERSON TO WHOM THE PROPERTY IS ENTRUSTED (EXCEPT CARRIERS FOR HIRE);
  - (D) MECHANICAL OR STRUCTURAL FAILURE OF TOOLS, OR BREAKDOWN, DEFECT OR FAILURE OF MACHINES OR POWER TOOLS;
  - (E) THEFT OF TOOLS FROM AN UNATTENDED VEHICLE UNLESS THE VEHICLE IS SECURELY CLOSED AND LOCKED AND EVIDENCE OF FORCIBLE ENTRY IS VISIBLE OR THE ENTIRE VEHICLE IS STOLEN OR UNLESS THE INSURED PROPERTY IS IN THE CUSTODY OF A COMMON CARRIER;
  - (F) ANY PROCESS OR SERVICE RESULTING IN SHRINKAGE, CHANGE IN COLOR, FINISH OR OTHER CHANGE IN THE DESCRIBED PROPERTY; OR
  - (G) DISCLOSURE OF ANY INVENTORY SHORTAGE.

#### HOW WE SETTLE A LOSS

1. UNLESS OTHERWISE PROVIDED IN THIS ENDORSEMENT:
  - (A) THE VALUE OF THE COVERED PROPERTY WILL BE DETERMINED AT THE TIME OF LOSS; AND
  - (B) LOSS OR DAMAGE TO COVERED PERSONAL PROPERTY WILL BE SETTLED ON AN ACTUAL CASH VALUE BASIS. THIS MEANS THERE MAY BE A DEDUCTION FOR DEPRECIATION. PAYMENT WILL NOT EXCEED THE AMOUNT NECESSARY TO REPAIR OR REPLACE THE DAMAGED ITEM(S) WITH PROPERTY OF LIKE KIND AND QUALITY, OR THE AMOUNT OF INSURANCE, WHICHEVER IS LESS.
2. Loss to covered Fine Arts will be settled as follows:
  - (A) WE WILL PAY THE AMOUNT OF INSURANCE SHOWN FOR EACH DESCRIBED ITEM AND WE AGREE IT IS THE VALUE OF THE ITEM FOR THE PURPOSE OF LOSS SETTLEMENT.
  - (B) IF THERE IS A LOSS TO A PAIR OR SET, WE AGREE TO PAY THE AMOUNT OF INSURANCE FOR THE DESCRIBED PAIR OR SET. YOU AGREE TO GIVE US THE REMAINING ITEM OR ITEMS.
3. Loss to covered Stamps and Coins will be settled as follows:
  - (A) WE WILL PAY UP TO BUT NOT EXCEEDING THE AMOUNT OF INSURANCE SET OPPOSITE ANY ONE STAMP, COIN OR OTHER INDIVIDUAL ITEM IN CASE OF LOSS OR DAMAGE TO THAT ITEM.
  - (B) Loss to covered property described as pairs, strips, blocks, series, sheets, covers, frames or cards will be settled as follows:
    - (1) IF THERE IS A TOTAL LOSS, WE WILL PAY UP TO BUT NOT EXCEEDING THE AMOUNT OF INSURANCE SET OPPOSITE THE ITEM INVOLVED.

- (2) IF THERE IS A PARTIAL LOSS, WE WILL PAY THE ACTUAL CASH MARKET VALUE OF THE WHOLE SET, LESS THE CASH MARKET VALUE OF THE REMAINDER AT THE TIME OF LOSS, BUT NOT MORE THAN THE AMOUNT OF INSURANCE SET OPPOSITE THE PROPERTY INVOLVED. HOWEVER, IF THE COVERED PROPERTY INVOLVED IS INSURED FOR LESS THAN THE CASH MARKET VALUE, WE WILL ONLY PAY THE PROPORTION THAT THE AMOUNT OF INSURANCE BEARS TO THE CASH MARKET VALUE.
- (C) When coins or stamps are covered on a blanket basis, WE WILL PAY THE CASH MARKET VALUE AT THE TIME OF LOSS NOT EXCEEDING \$1,000 ON ANY UNSCHEDULED NUMISMATIC PROPERTY, AND NOT MORE THAN \$250 FOR ONE STAMP, COIN OR INDIVIDUAL ITEM, OR ANY PAIR, STRIP BLOCK, SERIES, SHEET, COVER, FRAME OR CARD.
- (D) WE WILL NOT PAY FOR A GREATER PROPORTION OF ANY LOSS TO PROPERTY COVERED ON A BLANKET BASIS THAN THE TOTAL AMOUNT OF INSURANCE ON THE PROPERTY BEARS TO THE ACTUAL CASH MARKET VALUE OF THE PROPERTY AT THE TIME OF LOSS.
4. Loss to covered Business Personal Property will be settled as follows:
- (A) WE WILL PAY UP TO BUT NOT EXCEEDING THE AMOUNT OF INSURANCE SET OPPOSITE ANY INDIVIDUAL HAND OR POWER TOOL IN CASE OF LOSS OR DAMAGE TO THAT ITEM.
- (B) SUBJECT TO THE AMOUNT OF INSURANCE, WE will pay for loss to property described as a pair, set or parts as follows:
- (1) WE MAY ELECT TO REPAIR OR REPLACE ANY PART TO RESTORE THE PAIR OR SET TO ITS VALUE BEFORE THE LOSS; OR PAY THE DIFFERENCE BETWEEN THE ACTUAL CASH VALUE OF THE PROPERTY BEFORE AND AFTER THE LOSS.
- (2) IN THE CASE OF A LOSS TO ANY PART OF COVERED PROPERTY, CONSISTING OF SEVERAL PARTS WHEN COMPLETE, WE WILL PAY FOR THE ACTUAL CASH VALUE OF THE PART LOST OR DAMAGED.

**POLICY CONDITIONS THAT APPLY**

THIS ENDORSEMENT IS SUBJECT TO THE PROVISIONS AND CONDITIONS OF THE POLICY WHICH APPLY TO THE PERSONAL PROPERTY PROTECTION COVERAGE OTHER THAN:

1. Limits of Liability;
2. Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C—F;
3. Deductible;
4. Other Insurance; and
5. Any provisions or conditions that are inconsistent with this endorsement.

## Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

### LENDER'S LOSS PAYABLE ENDORSEMENT — APC275 (10-78)

1. Loss or damage, if any, under this policy shall be paid, as provided in this Endorsement, to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage

Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:  
Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance.

## **Policy Endorsement**

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

### **Guaranteed Renewal for Claims Endorsement — AP0308**

When the Policy Declarations indicates that the Guaranteed Renewal for Claims Endorsement applies, the following provision is added to the General section of the policy:

#### **Guaranteed Renewal for Claims**

When this Guaranteed Renewal for Claims provision is part of the policy, any decision by us not to renew or continue the policy will be made without regard to the number of claims reported under the policy. However, nothing in this provision shall limit our right not to renew or continue the policy for any other legally permissible reason(s), including the type(s) of claims reported under the policy.

All other policy terms and conditions apply.

# Allstate Property and Casualty Insurance Company

## RENEWAL Homeowners Policy Declarations

### Summary

<b>NAMED INSURED(S)</b> David and Pam Gagnon 39010 90th Place Genoa City WI 53128-2402	<b>YOUR ALLSTATE AGENT IS:</b> Michael Koch Ins 612 S Wells, Unit F Lake Geneva WI 53147	<b>CONTACT YOUR AGENT AT:</b> (262) 248-0861
<b>POLICY NUMBER</b> 9 12 697167 10/24	<b>POLICY PERIOD</b> Begins on Oct. 24, 2010 at 12:01 A.M. standard time, with no fixed date of expiration	<b>PREMIUM PERIOD</b> Oct. 24, 2010 to Oct. 24, 2011 at 12:01 A.M. standard time
<b>LOCATION OF PROPERTY INSURED</b> 39010 90th Place, Genoa City, WI 53128-2402		
<b>MORTGAGEE</b> • WELLS FARGO BANK NA 936 ITS SUCCESSORS &/OR ASSIGNS P O Box 100515 Florence SC 29502-0515 Loan # 0254903834		

### **Total Premium for the Premium Period** (Your bill will be mailed separately)

Premium for Property Insured	\$565.91
Premium for Scheduled Personal Property Coverage	\$50.00
<b>TOTAL</b>	<b>\$615.91</b>

Your premium reflects the Gold Protection package.

PROP \*510004810081053004221003\*



Information as of  
August 10, 2010

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WIG70RBD

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

<b>COVERAGE AND APPLICABLE DEDUCTIBLES</b> (See Policy for Applicable Terms, Conditions and Exclusions)	<b>LIMITS OF LIABILITY</b>	
Dwelling Protection - with Building Structure Reimbursement Extended Limits • \$500 All Peril Deductible Applies	\$135,174	
Other Structures Protection • \$500 All Peril Deductible Applies	\$60,186	
Personal Property Protection - Reimbursement Provision • \$500 All Peril Deductible Applies	\$101,381	
Additional Living Expense	Up To 12 Months	
Family Liability Protection	\$300,000	each occurrence
Guest Medical Protection	\$1,000	each person

## **DISCOUNTS**      Your premium reflects the following discounts on applicable coverage(s):

Protective Device (SPP)	5.00 %	Home and Auto	35.00 %
Protective Device	3.00 %	Claim Free	15.00 %

## **RATING INFORMATION**

The dwelling is of Frame construction and is occupied by 1 family  
Your dwelling is 2 mile(s) to the fire department

# Allstate Property and Casualty Insurance Company

Policy Number: 9 12 697167 10/24      Your Agent: Michael Koch Ins (262) 248-0861  
For Premium Period Beginning: Oct. 24, 2010

## Scheduled Personal Property Coverage

Your policy includes Scheduled Personal Property Coverage. Please refer to the Scheduled Personal Property endorsement (form APC273) for terms, conditions and exclusions applicable to your Scheduled Personal Property Coverage.

PROPERTY CLASS(ES) AND APPLICABLE DEDUCTIBLES	TOTAL OF INDIVIDUAL ITEM LIMITS PER CLASS (See your APC273 for coverage limits applicable for each scheduled item)
Jewelry	\$5,265

## Your Policy Documents

Your Homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Homeowners Policy form APC268
- Extended Protection Amendatory End. form APC270
- Scheduled Personal Property End. form APC273
- Wisconsin Homeowners Amendatory End. form APC242-2
- Lender's Loss Payable Endorsement form APC275
- Guaranteed Renewal for Claims form APC308

## Important Payment and Coverage Information

The Property Insurance Adjustment condition applies.

Do not pay. Mortgagee has been billed.

IN WITNESS WHEREOF, Allstate Property and Casualty Insurance Company has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate Property and Casualty Insurance Company.

Frederick F. Cripe  
President

Mary J. McGinn  
Secretary

PROP \*610004810081053004221004\*



Information as of  
August 10, 2010

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WIC70RBD

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# Allstate Property and Casualty Insurance Company Homeowners Policy

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Policy:

Issued to:

Effective:



Allstate Property and Casualty Insurance Company  
The Company Named in the Policy Declarations  
A Stock Company—Home Office: Northbrook, Illinois 60062

APC268

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**Agreements We Make With You**

We make the following agreements with you:

**General**

**Definitions Used In This Policy**

Throughout this policy, when the following words appear in bold type, they are defined as follows:

1. **Bodily injury** — means physical harm to the body, including sickness or disease, and resulting death, except that **bodily injury** does not include:
  - a) any venereal disease;
  - b) Herpes;
  - c) Acquired Immune Deficiency Syndrome (AIDS);
  - d) AIDS Related Complex (ARC);
  - e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

2. **Building structure** — means a structure with walls and a roof.

3. **Business** — means:

- a) any full- or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**.

However, the mutual exchange of home day care services is not considered a **business**;

b) the rental or holding for rental of property by an **insured person**. Rental of **your residence premises** is not considered a **business** when:

- 1) it is rented occasionally for residential purposes;
- 2) a portion is rented to roomers or boarders, provided not more than two roomers or boarders reside on the **residence premises** at any one time; or
- 3) a portion is rented as a private garage.

4. **Dwelling** — means the single family **building structure** identified as the insured property on the Policy Declarations, where **you** reside and which is principally used as a private residence.

5. **Insured person(s)** — means **you** and, if a resident of **your** household:

- a) any relative; and
- b) any person under the age of 21 in **your** care.

Under **Coverage X — Family Liability Protection** and **Coverage Y — Guest Medical Protection**, **insured person** also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. We do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner;
- b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.

6. **Insured premises** — means:

- a) the **residence premises**; and
- b) under **Section II** only:
  - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds

**you** acquire for **your** use as a private residence while this policy is in effect;

- 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
- 3) cemetery plots or burial vaults owned by an **insured person**;
- 4) land owned by or rented to an **insured person** where a single family dwelling is being built as that person's residence;
- 5) any premises used by an **insured person** in connection with the **residence premises**;
- 6) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.

7. **Occurrence** — means an accident, including continuous or repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury** or **property damage**.

8. **Property damage** — means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.

9. **Remediation** — means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Coverage A — Dwelling Protection**, **Coverage B — Other Structures Protection** or **Coverage C — Personal Property Protection** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

10. **Residence employee** — means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes

similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.

11. **Residence premises** — means the **dwelling**, other structures and land located at the address stated on the Policy Declarations.
12. **We, us or our** — means the company named on the Policy Declarations.
13. **You or your** — means the person listed under Named Insured(s) on the Policy Declarations as the Insured and that person's resident spouse.

### ***Insuring Agreement***

In reliance on the information **you** have given **us**, **we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with the policy terms and conditions, and inform **us** of any change in title, use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the Named Insured(s) listed on the Policy Declarations as the insured and on that person's resident spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

This policy imposes joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

### ***Conformity To State Statutes***

When the policy provisions conflict with the statutes of the state in which the **residence premises** is

located, the provisions are amended to conform to such statutes.

### ***Coverage Changes***

When **we** broaden coverage during the premium period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the premium period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of **your** current premium period will be used to calculate any change in **your** premium.

### ***Policy Transfer***

**You** may not transfer this policy to another person without **our** written consent.

### ***Continued Coverage After Your Death***

If **you** die, coverage will continue until the end of the premium period for:

- 1) **your** legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of **your** death.
- 2) an **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified.

### ***Cancellation***

**Your** Right to Cancel:

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

**Our** Right to Cancel:

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy

**Declarations.** When this policy has been in effect for less than 60 days, and it is not a renewal with us, we may cancel this policy for any reason by giving you at least 10 days notice before the cancellation takes effect.

When the policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) the policy was obtained by misrepresentation, fraud or concealment of material facts;
- 3) material misrepresentation, fraud or concealment of material facts in presenting a claim, or violation of any of the policy terms; or
- 4) there has been a substantial change or increase in hazard in the risk we originally accepted.

If the cancellation is for non-payment of premium, we will give you at least 10 days notice. If the cancellation is for any of the other reasons, we will give you at least 30 days notice.

Our mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

**Our Right Not to Renew or Continue:**

We have the right not to renew or continue the policy beyond the current premium period. If we do not intend to continue or renew the policy, we will mail you notice at least 30 days before the end of the premium period. Our mailing the notice of nonrenewal to you will be deemed proof of notice.

**Misrepresentation, Fraud or Concealment**

We may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If we determine that this policy is void, all premiums paid will be returned to you since there has been no coverage under this policy.

We do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

**What Law Will Apply**

This policy is issued in accordance with the laws of the state in which the **residence premises** is located and covers property or risks principally located in that state. Subject to the following paragraph, the laws of the state in which the **residence premises** is located shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside the state in which the **residence premises** is located, claims or disputes regarding that covered loss to property, or any other covered **occurrence** may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

**Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside the state in which the **residence premises** is located, lawsuits regarding that covered loss to property, or any other covered **occurrence** may also be brought in the judicial district where that covered loss to property, or any other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

### **Action Against Us**

No one may bring an action against us unless there has been full compliance with all policy terms.

Any action against us to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

### **Arbitration**

Any claim or dispute in any way related to this policy, by an **insured person** against us or us against an **insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

## **Section I—Your Property**

### **Coverage A Dwelling Protection**

#### **Property We Cover Under Coverage A:**

1. **Your dwelling** including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

#### **Property We Do Not Cover Under Coverage A:**

1. Any structure including fences or other property covered under **Coverage B—Other Structures Protection**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

### **Coverage B Other Structures Protection**

#### **Property We Cover Under Coverage B:**

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures connected to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the address of the **residence premises** for use in connection with structures other than **your dwelling**.

4. Wall-to-wall carpeting fastened to **building structures** on the **residence premises** other than **your dwelling**.

**Property We Do Not Cover Under Coverage B:**

1. Structures used in whole or in part for **business** purposes.
2. Any structure or other property covered under **Coverage A—Dwelling Protection**.
3. Land.
4. Construction materials and supplies at the address of the **residence premises** for use in connection with the **dwelling**.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

**Losses We Cover Under Coverages A and B:**

We will cover sudden and accidental direct physical loss to property described in **Coverage A—Dwelling Protection** and **Coverage B—Other Structures Protection** except as limited or excluded in this policy.

**Coverage C  
Personal Property Protection**

**Property We Cover Under Coverage C:**

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Coverage C—Personal Property Protection**.
2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

**Limitations On Certain Personal Property:**

Limitations apply to the following groups of personal property. If personal property can reasonably be

considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Coverage C—Personal Property Protection**. The total amount of coverage for each group in any one loss is as follows:

1. \$50— Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards and smart cards.
2. \$200— Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
3. \$250— Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing equipment or in a **business**. Recording or storage media includes, but is not limited to:
  - a) tapes;
  - b) CDs, DVDs and other discs;
  - c) records;
  - d) disks;
  - e) reels;
  - f) cassettes;
  - g) cartridges; or
  - h) programs.
4. \$500— Theft of tools and their accessories.
5. \$1,000— Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware and furs, including any item containing fur which represents its principal value.
6. \$1,000— Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not

include electronic data processing equipment or the recording or storage media used with that equipment.

7. \$1,000— Trading cards, subject to a maximum amount of \$250 per card.
8. \$1,000— Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
9. \$1,000— Manuscripts, including documents stored on electronic media.
10. \$1,000— Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
11. \$1,000— Trailers not used with watercraft.
12. \$1,000— Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
13. \$1,500— Electronic data processing equipment and the recording or storage media used with that equipment whether or not the equipment is used in a **business**. Recording or storage media will be covered only up to:
  - a) the retail value of the media, if pre-programmed; or
  - b) the retail value of the media in blank or unexposed form, if blank or self-programmed.
14. \$2,000— Theft of firearms, their related equipment, and accessories.
15. \$2,500— Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled.

16. \$2,500— Theft of goldware, silverware, pewterware and platinumware.

### ***Property We Do Not Cover Under Coverage C:***

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We do not cover** any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. **We do cover** motorized land vehicles designed for assisting the disabled or used solely for the service of the **insured premises** and not licensed for use on public roads subject to **Limitations On Certain Personal Property**, item 15.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders, or tenants not related to **you**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. Satellite dish antennas and their systems.

### ***Losses We Cover Under Coverage C:***

**We will cover** sudden and accidental direct physical loss to the property described in **Coverage C— Personal Property Protection**, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.
2. Windstorm or Hail.

**We do not cover:**

- a) loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind

- forces rain, snow, sleet, sand or dust through the damaged roof or wall;
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, **we** do cover canoes and rowboats on the **residence premises**.

3. Explosion.

4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles.

7. Smoke.

**We** do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations.

8. Vandalism and Malicious Mischief.

**We** do not cover vandalism or malicious mischief if **your dwelling** has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

9. Falling objects.

**We** do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.

10. Weight of ice, snow or sleet which causes damage to personal property in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.

11. Increase or decrease of artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.

12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection system, or from a household appliance due to accidental discharge or overflow.

**We** do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

**We** do not cover loss at the **residence premises** under perils 12), 13), and 14) caused by or resulting from freezing while the **building structure** is vacant, unoccupied or under construction unless **you** have used reasonable care to:

- a) maintain heat in the **building structure**; or  
b) shut off the water supply and drain the water from the systems and appliances.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

**We** do not cover:

- a) theft or attempted theft committed by an **insured person**;  
b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied;

- c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
  - d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the **residence premises**;
  - e) theft from that part of the **residence premises** rented by **you** to other than an **insured person**.
16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any **building structure** on the **residence premises**. This does not include damage to the glass.

### **Additional Protection**

#### **1. Additional Living Expense**

- a) **We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection** will be limited to the least of the following:

- 1) the time period required to repair or replace the property **we** cover, using due diligence and dispatch; or

- 2) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- 3) 12 months.

Additional Living Expense will not exceed the amount indicated on **your** Policy Declarations.

- b) **We** will pay the reasonable and necessary increase in living expenses for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss **we** insure against. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

These periods of time are not limited by the termination of this policy.

**We** do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

#### **2. Credit Card, Debit Card or Automated Teller Machine Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money**

**We** will pay for loss:

- a) that an **insured person** is legally required to pay for the unauthorized use of any
  - 1) credit card;
  - 2) debit or automated teller machine card;
  - 3) bank fund transfer card;
  - 4) code;
  - 5) account number;
  - 6) personal identification number; or
  - 7) other means of account access
 that can be used, alone or in conjunction with items 1) through 7) above, to obtain money, goods, services, or any other thing

of value, or that can be used to initiate a transfer of funds.

- b) caused by forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person's** account;
- c) to an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

**Our** maximum limit of liability for any one loss is \$1,000, regardless of the number of persons involved. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

**We** do not cover:

- a) loss arising from any **business** of an **insured person**;
- b) loss caused by or at the direction of an **insured person** or any other person who has been entrusted with any credit card, debit or automated teller machine card, or bank fund transfer card;
- c) loss arising out of dishonesty of an **insured person**.

When loss is discovered, the **insured person** must give **us** immediate notice. If the loss involves a credit card, debit or automated teller machine card, or bank fund transfer card, the **insured person** must also give immediate notice to the company or bank that issued the card. Failure to comply with the terms and conditions of the card voids this protection.

**We** will pay only for loss occurring during the policy period, including those losses discovered and reported to **us** within one year after the policy has terminated. **We** have the right to investigate and settle any claim or suit as **we** deem appropriate. Full payment of the amount of insurance for any one loss ends **our** obligation under each claim or suit arising from the loss.

When this coverage applies, **we** will defend any suit brought against an **insured person** for the enforcement of payment that an **insured person** is legally required to make as a result

of the unauthorized use of any credit card, debit or automated teller machine card, or bank fund transfer card issued to or registered in the name of an **insured person**. The defense will be at **our** expense, with counsel of **our** choice.

When this coverage applies, **we** have the option to defend an **insured person** or the **insured person's** bank against a suit for the enforcement of payment legally required to be made as a result of forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person's** account. The defense will be at **our** expense, with counsel of **our** choice.

No deductible applies to this protection.

### 3. **Debris Removal**

**We** will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

### 4. **Emergency Removal Of Property**

**We** will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

### 5. **Fire Department Charges**

**We** will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**. No deductible applies to this protection.

### 6. **Temporary Repairs After A Loss**

**We** will reimburse **you** up to \$5,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase

the limit of liability applying to the property being repaired.

7. **Trees, Shrubs, Plants and Lawns**

We will pay up to 5% of the Limit Of Liability shown on the Policy Declarations under **Coverage A — Dwelling Protection** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. We will not pay more than \$500 for any one tree, shrub, or plant including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft or collapse of a **building structure** or any part of a **building structure**.

We will pay up to \$500 for reasonable expenses you incur for the removal of debris of trees at the address of the **residence premises** for direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Coverage A — Dwelling Protection** or **Coverage B — Other Structures Protection**.

We do not cover trees, shrubs, plants, or lawns grown for **business** purposes.

This coverage does not increase the limit of liability applying to the damaged property.

8. **Temperature Change**

We will pay for loss to covered personal property in a **building structure** at the **residence premises** resulting from a change in temperature. The change in temperature must result from a covered loss to the **building structure**.

This coverage does not increase the limit of liability applying to the damaged property.

9. **Power Interruption**

We will pay up to \$500 for loss to the contents of freezers and refrigerated units on the

**residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

10. **Arson Reward**

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

11. **Collapse**

We will cover at the **residence premises**:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under **Section I, Coverage C — Personal Property Protection**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse as referenced herein means the covered **building structure** or part of the covered **building structure** has actually fallen down or fallen into pieces unexpectedly and

instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, fuel oil tank, septic tank, cistern or similar system, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a **building structure** or part of a **building structure** that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under **Section I, Coverage C—Personal Property Protection**;
- b) weight of persons, animals, equipment or contents; weight of rain, snow or ice which collects on a roof;
- c) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

This coverage does not increase the limit of liability applying to the covered property.

## 12. Land

If a sudden and accidental direct physical loss results in both a covered loss to the **dwelling**, other than the breakage of glass or safety glazing material, and a loss of land stability, we will pay up to \$10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of the **dwelling** sustaining the covered loss.

The **Section I—Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C** reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

## 13. Lock Replacement

When a key to a lock is stolen as part of a covered theft loss, we will pay under **Coverage A—Dwelling Protection** the reasonable expenses you incur to replace or re-key exterior door locks at the **residence premises** with locks or cylinders of like kind and quality. The limit of liability under this coverage following any one theft loss is \$500.

This coverage does not increase the limit of liability that applies to the covered property.

## Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C

A. We do not cover loss to the property described in **Coverage A—Dwelling Protection** or **Coverage B—Other Structures Protection** consisting of or caused by the following:

1. Freezing of:
  - a) plumbing, fire protective sprinkler systems, heating or air conditioning systems;
  - b) household appliances; or
  - c) swimming pools, hot tubs and spas within the **dwelling**, their filtration and circulation systems; or discharge, leakage or overflow from within a), b) or c) above, caused by freezing, while the **building structure** is vacant, unoccupied or being constructed unless you have used reasonable care to:
    - a) maintain heat in the **building structure**; or
    - b) shut off the water supply and drain the system and appliances.
2. Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not. This exclusion applies to fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks. This exclusion also applies to swimming pools, hot tubs, spas, their filtration and circulation systems if the swimming pool, hot tub or spa is not located within a heated portion of the **dwelling**.

3. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:

- a) from a plumbing, heating, air conditioning or automatic fire protection system or from within a domestic appliance; or
- b) from, within or around any plumbing fixtures, including, but not limited to shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.

4. Collapse, except as specifically provided in **Section I—Additional Protection** under item 11, "Collapse."

5. Theft from **your residence premises** while **your dwelling** is under construction, or of materials and supplies for use in construction, until **your dwelling** is completed and occupied.

6. Vandalism or Malicious Mischief if **your dwelling** is vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

- 7. a) wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
- b) mechanical breakdown;
- c) growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;
- d) rust or other corrosion;
- e) contamination, including, but not limited to, the presence of toxic, noxious or hazardous gasses, chemicals, liquids, solids or other substances at the **residence premises** or in the air, land or water serving the **residence premises**;
- f) smog, smoke from the manufacturing of any controlled substance,

agricultural smudging and industrial operations;

- g) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- h) insects, rodents, birds or domestic animals. **We** do cover the breakage of glass or safety glazing materials caused by birds; or
- i) seizure by government authority.

If any of a) through h) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within **your dwelling**, **we** cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of **your dwelling** necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

8. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.

B. **We** do not cover loss to the property described in **Coverage A—Dwelling Protection** or **Coverage B—Other Structures Protection** when:

- 1) there are two or more causes of loss to the covered property; and
- 2) the predominant cause(s) of loss is (are) excluded under items A.1 through A.8 above.

C. **We** do not cover loss to the property described in **Coverage A—Dwelling Protection**, **Coverage B—Other Structures Protection** or **Coverage C—Personal Property Protection** consisting of or caused by the following:

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.

2. Water or any other substance that:  
a) backs up through sewers or drains; or  
b) overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

3. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

**We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1 through 3 listed above.**

4. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

**We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.**

5. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**.

**We do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.**

6. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.

7. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.

8. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:  
a) may be reasonably expected to result from such acts; or  
b) is the intended result of such acts.

This exclusion applies regardless of whether or not the **insured person** is actually charged with, or convicted of, a crime.

9. Weather Conditions that contribute in any way with a cause of loss excluded under **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C** to produce a loss.

10. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:  
a) planning, zoning, development, surveying, siting;  
b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;  
c) materials used in repair, construction, renovation or remodeling; or  
d) maintenance

of property whether on or off the **residence premises** by any person or organization.

11. Vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

D. **We do not cover loss to the property described in Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection when:**

- 1) there are two or more causes of loss to the covered property; and
- 2) the predominant cause(s) of loss is (are) excluded under items C.1. through C.11 above.

E. **We do not cover loss to the property described in Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.**

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

F. **We do not cover loss to the property described in Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection consisting of or caused by the following. These exclusions apply regardless of whether any other cause contributed concurrently or in any sequence to produce the loss:**

1. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

**We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.**

2. War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

## **Section I Conditions**

### **1. Deductible**

**We will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. We will then pay only the excess amount, unless we have indicated otherwise in this policy.**

### **2. Insurable Interest and Our Liability**

In the event of a covered loss, **we will not pay for more than an insured person's insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.**

### **3. What You Must Do After A Loss**

In the event of a loss to any property that may be covered by this policy, **you must:**

- a) immediately give **us** or **our** agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card, debit or automated teller machine card, or bank fund transfer card, give notice to the company or bank that issued the card.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
- e) produce receipts for any increased costs to maintain **your** standard of living while

**you** reside elsewhere, and records supporting any claim for loss of rental income.

- f) as often as **we** reasonably require:
  - 1) show **us** the damaged property.
  - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
  - 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
  - 1) the date, time, location and cause of loss;
  - 2) the interest **insured persons** and others have in the property, including any encumbrances;
  - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
  - 4) any other insurance that may cover the loss;
  - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
  - 6) at **our** request, the specifications of any damaged **building structure** or other structure; and
  - 7) evidence supporting any claim under the Credit Card, Debit or Automated Teller Machine Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money protection. State the cause and amount of loss.

**We** have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

#### 4. **Our Settlement Options**

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5 "How We Pay For A Loss."

Within 30 days after **we** receive **your** signed, sworn proof of loss **we** will notify **you** of the option or options **we** intend to exercise.

#### 5. **How We Pay For A Loss**

Under **Coverage A—Dwelling Protection**, **Coverage B—Other Structures Protection** and **Coverage C—Personal Property Protection**, payment for covered loss will be by one or more of the following methods:

- a) Special Payment. At **our** option, **we** may make payment for a covered loss before **you** repair, rebuild or replace the damaged, destroyed or stolen property if:
  - 1) the whole amount of loss for property covered under **Coverage A—Dwelling Protection** and **Coverage B—Other Structures Protection**, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision, or;
  - 2) the whole amount of loss for property covered under **Coverage C—Personal Property Protection**, without deduction for depreciation, is less than \$2,500 and if **your** Policy Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.
- b) Actual Cash Value. If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged,

destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c) and paragraph d) below, if applicable, if you repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

- c) **Building Structure Reimbursement. Under Coverage A—Dwelling Protection and Coverage B—Other Structures Protection, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a building structure damaged by a covered loss. This additional payment shall not include any amounts which may be paid or payable under Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss, and shall not be payable for any losses excluded in Section I—Your Property, under Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C, section E.**

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the **building structure(s)** for equivalent construction for similar use on the same **residence premises;**
- 2) the amount actually and necessarily spent to repair or replace the damaged **building structure(s)** with equivalent construction for similar

use on the same **residence premises;** or

- 3) the Limit Of Liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Coverage A—Dwelling Protection or Coverage B—Other Structures Protection,** regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

If you replace the damaged **building structure(s)** at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to **building structures** and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under **Coverage C—Personal Property Protection;**
- 2) property covered under **Coverage B—Other Structures Protection** that is not a **building structure;**
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas whether or not fastened to a **building structure;** or
- 4) land.

Payment under a), b), or c) above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction,

maintenance, repair, relocation or demolition of **building structures** or other structures.

- d) **Personal Property Reimbursement.** Under **Coverage C—Personal Property Protection**, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for **Coverage C—Personal Property Protection**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Coverage A—Dwelling Protection** and **Coverage B—Other Structures Protection**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;

- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled.

#### 6. **Our Settlement Of Loss**

We will settle any covered loss with you unless some other person or entity is named in the policy. We will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award or a court judgment.

#### 7. **Appraisal**

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

**8. Abandoned Property**

We are not obligated to accept any property or responsibility for any property abandoned by an **insured person**.

**9. Permission Granted To You**

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A **building structure** under construction is not considered vacant.
- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

**10. Our Rights To Recover Payment**

When **we** pay for any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of the loss.

**11. Our Rights To Obtain Salvage**

**We** have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

**We** will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss. If no signed, sworn proof of loss is requested by **us**, **we** will notify **you** of **our** intent to exercise this option within 60 days after the date **you** report the loss to **us**.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

**12. Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within one year after the inception of loss or damage.

**13. Loss To A Pair Or Set**

If there is a covered loss to a pair or set, **we** may:

- a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- b) pay the difference between the actual cash value of the pair or set before and after the loss.

**14. Glass Replacement**

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

**15. No Benefit To Bailee**

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

**16. Other Insurance**

If both this insurance and other insurance apply to a loss, **we** will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

**17. Property Insurance Adjustment**

When the Policy Declarations indicates that the Property Insurance Adjustment Condition applies, **you** agree that, at each policy anniversary, **we** may increase the Limit of Liability shown on the Policy Declarations for **Coverage A—Dwelling Protection** to reflect one of the following:

- a) the rate of change in the Index identified in the \* Important Payment and Coverage

Information" section of the Policy Declarations. The limit of liability for **Coverage A—Dwelling Protection** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1000; or

b) the minimum amount of insurance coverage we are willing to issue for the succeeding premium period under **Coverage A—Dwelling Protection** for your dwelling and other property we cover under **Coverage A—Dwelling Protection**.

Any adjustment in the limit of liability for **Coverage A—Dwelling Protection** will result in an adjustment in the limit of liability for **Coverage B—Other Structures Protection** and **Coverage C—Personal Property Protection** in accordance with our manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by us at the time a change in limits is made.

We will not reduce the limit of liability shown on the Policy Declarations without your consent. You agree that it is your responsibility to ensure that each of the limits of liability shown on the Policy Declarations are appropriate for your insurance needs. If you want to increase or decrease any of the limits of liability shown on the Policy Declarations, you must contact us to request such a change.

#### 18. Mortgagee

A covered loss will be payable to the Mortgagee(s) named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of Section I of this policy apply to these mortgagees.

We will:

- a) protect the mortgagee's interest in a covered building structure in the event of an increase in hazard, intentional or criminal acts of, or directed by, an insured person, failure by any insured person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days notice if we cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an insured person fails to do so;
- b) pay upon demand any premium due if an insured person fails to do so;
- c) notify us in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d) give us the mortgagee's right of recovery against any party liable for loss; and
- e) after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

#### 19. Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss

In the event of a covered water loss under **Coverage A—Dwelling Protection**, **Coverage B—Other Structures Protection** or **Coverage C—Personal Property Protection**, we will pay up to \$5,000 for mold, fungus, wet rot or dry rot remediation.

**Remediation** means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Coverage A—Dwelling Protection**, **Coverage B—Other Structures**

**Protection or Coverage C—Personal Property Protection** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain your normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection.**

## **Section II—Family Liability and Guest Medical Protection**

### **Coverage X Family Liability Protection**

#### **Losses We Cover Under Coverage X:**

Subject to the terms, conditions and limitations of this policy, **we** will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to defend any suit or pay any claim or judgment after **we** have exhausted **our** limit of liability.

### **Coverage Y Guest Medical Protection**

#### **Losses We Cover Under Coverage Y:**

**We** will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eye glasses,

hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** causing **bodily injury** to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or
2. off the **insured premises**, if the **bodily injury**:
  - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
  - b) is caused by the activities of an **insured person** or a **residence employee**;
  - c) is caused by an animal owned by or in the care of an **insured person**; or
  - d) is sustained by a **residence employee**.

### **Additional Protection**

**We** will pay, in addition to the limits of liability:

#### 1. **Claim Expense**

**We** will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- b) interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy; interest will be paid only on damages which do not exceed **our** limits of liability;
- c) premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than **our** limit of liability; **we** have no obligation to apply for or furnish bonds;
- d) up to \$150 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings;
- e) any other reasonable expenses incurred by an **insured person** at **our** request.

#### 2. **Emergency First Aid**

**We** will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

### 3. **Damage To Property Of Others**

At your request, we will pay up to \$500 each time an **insured person** causes **property damage** to someone else's property. At our option, we will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for **property damage**:

- a) to property covered under **Section I** of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in your household; or
- d) arising out of:
  - 1) past or present **business** activities;
  - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
  - 3) the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

### **Losses We Do Not Cover Under Coverage X and Coverage Y**

#### A. **Losses We Do Not Cover Under Coverage X:**

1. We do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.
2. We do not cover any **property damage** consisting of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
3. We do not cover any **bodily injury** or **property damage** arising out of any liability statutorily imposed upon any **insured person** in any manner, consisting

of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

4. We do not cover any liability an **insured person** assumes arising out of any contract or agreement.
5. We do not cover **property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. This exclusion does not apply if the **property damage** is caused by fire, explosion or smoke.
6. We do not cover any liability imposed upon any **insured person** by any governmental authority for **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

#### B. **Losses We Do Not Cover Under Coverage Y:**

1. We do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. However, this exclusion does not apply to a **residence employee**.
2. We do not cover **bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.

#### C. **Losses We Do Not Cover Under Coverage X and Coverage Y:**

Coverage under **Coverage X—Family Liability Protection** will be excluded for **bodily injury** and **property damage** and coverage under **Coverage Y—Guest Medical Protection** will be excluded for **bodily injury** as follows:

1. We do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or

omissions of, any **insured person**. This exclusion applies even if:

- a) such **insured person** lacks the mental capacity to govern his or her conduct;
- b) such **bodily injury or property damage** is of a different kind or degree than intended or reasonably expected; or
- c) such **bodily injury or property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with, or convicted of a crime.

2. **We do not cover bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any worker's compensation, non-occupational disability or occupational disease law.

3. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

4. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:

- a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
- b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is

being used away from an **insured premises**;

- c) a motorized wheel chair;
- d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
- e) a golf cart owned by an **insured person** when used for golfing purposes;
- f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
- g) lawn or garden implements under 40 horsepower;
- h) **bodily injury** to a **residence employee**.

5. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:

- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
- b) is a sailing vessel 26 feet or more in length;
- c) is powered by one or more outboard motors with more than 25 total horsepower;
- d) is designated as an airboat, air cushion, or similar type of watercraft; or
- e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

6. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. This exclusion does not

apply to **bodily injury** to a **residence employee**.

7. We do not cover **bodily injury** or **property damage** arising out of:
- the negligent supervision by any **insured person** of any person; or
  - any liability statutorily imposed on any **insured person**

arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.

8. We do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

We do cover **bodily injury** which results from such discharge if the discharge is sudden and accidental.

9. We do not cover **bodily injury** or **property damage** arising out of the rendering of, or failure to render, professional services by an **insured person**.

10. We do not cover **bodily injury** or **property damage** arising out of the past or present **business** activities of an **insured person**.

We do cover the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age who is self-employed and has no employees.

11. We do not cover **bodily injury** or **property damage** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This

exclusion does not apply to **bodily injury** to a **residence employee**.

12. We do not cover **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

13. We do not cover **bodily injury** or **property damage** caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

## Section II Conditions

### 1. What You Must Do After An Accidental Loss

In the event of **bodily injury** or **property damage**, you must do the following:

- Promptly notify us or our agent stating:
  - your name and policy number;
  - the date, the place and the circumstances of the loss;
  - the name and address of anyone who might have a claim against an **insured person**;
  - the names and addresses of any witnesses.
- Promptly send us any legal papers relating to the accident.
- At our request, an **insured person** will:
  - cooperate with us and assist us in any matter concerning a claim or suit;
  - help us enforce any right of recovery against any person or organization who may be liable to an **insured person**;
  - attend any hearing or trial.
- Under the **Damage To Property Of Others** protection, give us a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show us any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others

at the time of the loss as provided for in this policy.

**2. What An Injured Person Must Do — Coverage Y — Guest Medical Protection**

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- b) Give **us** written authorization to obtain copies of all medical records and reports.
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

**3. Our Payment Of Loss — Coverage Y — Guest Medical Protection**

**We** may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

**4. Our Limits Of Liability**

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, **our** total liability under **Coverage X — Family Liability Protection** for damages resulting from one **occurrence** will not exceed the Limit Of Liability shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**. **Our** total liability under **Coverage Y — Guest Medical Protection** for all medical expenses payable for **bodily injury**, to any one person, shall not exceed the "each person" Limit Of Liability shown on the Policy Declarations.

**5. Bankruptcy**

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

**6. Our Rights to Recover Payment — Coverage X — Family Liability Protection**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes

**ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

**7. Action Against Us**

- a) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Coverage X — Family Liability Protection**, unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**, and the action against **us** is commenced within one year of such judgment or agreement.
- c) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Coverage Y — Guest Medical Protection**, unless such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred.
- d) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II — Additional Protection**, unless such action is commenced within one year after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred, or within one year after the date of loss to the property if coverage is being sought under the **Damage to Property of Others** provision.
- e) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

8. **Other Insurance — Coverage X — Family Liability Protection**  
This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

### **Section III — Optional Protection**

#### **Optional Coverages You May Buy**

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Coverage BC  
Building Codes**  
We will pay up to 10% of the amount of insurance on the Policy Declarations under **Coverage A — Dwelling Protection** to comply with local building codes after a covered loss to the **dwelling** or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair or demolition of the **dwelling**.
2. **Coverage BP  
Increased Coverage On Business Property**  
The limitation on **business** property located on the **residence premises**, under **Coverage C — Personal Property Protection**, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the **residence premises**.
3. **Coverage DP  
Increased Coverage On Electronic Data Processing Equipment**  
The limitation on electronic data processing equipment under **Coverage C — Personal Property Protection**, and the recording or storage media used with that equipment, is

increased to the amount shown on the Policy Declarations.

4. **Coverage F  
Fire Department Charges**  
The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

5. **Coverage G  
Loss Assessments**  
If **your residence premises** includes a **building structure** which is constructed in common with one or more similar buildings, and **you** are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the **building structure** occupied exclusively by **your household** as a private residence, including the grounds, related structures and private approaches to them.

We will pay **your share** of any special assessments charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss we cover under **Section I** of this policy; or
- b) **bodily injury** or **property damage** covered under **Section II** of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the **insured person**, as a result of any one loss, for **bodily injury** or **property damage** exceeds \$250 and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I and II** of this policy and the **Section I and II Conditions**, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

#### 6. Coverage J

##### **Extended Coverage On Jewelry, Watches and Furs**

**Coverage C—Personal Property Protection** is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Coverage C—Personal Property Protection**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

We do not cover loss caused by or consisting of:

- a) intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
  - 1) may be reasonably expected to result from such acts; or
  - 2) is the intended result of such acts.
- b) wear and tear, gradual deterioration, inherent vice, insects or vermin;
- c) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered a loss by fire, explosion or smoke. We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.
- d) war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

- e) failure by any **insured person** to take all reasonable steps to preserve property during and after a loss or when the property is endangered by a cause of loss we cover.

Any deductible shown on the Policy Declarations applicable to **Coverage C—Personal Property Protection**, also applies to a loss under this coverage.

#### 7. Coverage K

##### **Incidental Office, Private School Or Studio**

- a) The limits applying to property used or intended for use in a **business** under **Coverage C—Personal Property Protection** do not apply to equipment, supplies and furnishings used in a described office, private school or studio at **your residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

The **Coverage K** limits are shown on the Policy Declarations. The first limit applies to property on the **residence premises**. The second limit applies to property while away from the **residence premises**. These limits are not in addition to **Coverage C—Personal Property Protection, Limitations On Certain Personal Property** on property used or intended for use in a **business**. The increased coverage does not include property held for sale or delivery after sale.

- b) **Coverage X—Family Liability Protection** and **Coverage Y—Guest Medical Protection** are extended to cover a described office, private school or studio occupied by an **insured person**. The occupancy of the described property shall not be considered a **business**.

We do not cover **bodily injury** to:

- a) any employee other than a **residence employee**, or

- b) any person arising out of corporal punishment administered by or at the direction of an **insured person**.

8. **Coverage M**

**Increased Coverage On Money**

The limitation on money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards and smart cards under **Coverage C—Personal Property Protection** is increased to the amount shown on the Policy Declarations.

9. **Coverage P**

**Business Pursuits**

**Coverage X—Family Liability Protection** and **Coverage Y—Guest Medical Protection** are extended to cover specified **business** pursuits of an **insured person**.

We do not cover:

- a) **bodily injury** or **property damage** arising out of the **business** pursuits of an **insured person** when the **business** is owned or financially controlled by the **insured person**. This also means a partnership or joint venture of which an **insured person** is a partner or member;
- b) **bodily injury** or **property damage** arising out of the rendering of or failure to render a professional service of any nature, other than teaching;
- c) **bodily injury** to a fellow employee of an **insured person** arising out of and in the course of employment;
- d) **bodily injury** or **property damage** when an **insured person** is a member of a teaching staff or faculty of any school or college and the **bodily injury** or **property damage** arises out of the maintenance or use of saddle animals, vehicles used with

saddle animals, motorized land vehicles, hovercrafts, aircraft or watercraft when owned, hired or operated by an **insured person** or used for the purpose of instruction; or

- e) **bodily injury** to any person arising out of corporal punishment administered by or at the direction of an **insured person** when an **insured person** is a member of the teaching staff or faculty of any school of instruction.

10. **Coverage S**

**Increased Coverage On Securities**

The \$1,000 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property, covered under **Coverage C—Personal Property Protection**, is increased to the amount shown on the Policy Declarations.

11. **Coverage SD**

**Satellite Dish Antennas**

**Coverage C—Personal Property Protection** is extended to pay for sudden and accidental direct physical loss to satellite dish antennas and their systems on **your residence premises**, subject to the provisions of **Coverage C—Personal Property Protection**.

The amount of coverage is shown on the Policy Declarations.

12. **Coverage ST**

**Increased Coverage On Theft Of Silverware**

The limitation on theft of goldware, silverware, pewterware and platinumware under **Coverage C—Personal Property Protection** is increased to the amount shown on the Policy Declarations.

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## Wisconsin Homeowners Amendatory Endorsement — APC242-2

This endorsement amends your Homeowners Policy and is in addition to all other amendatory endorsements which apply to this policy.

I. In the **General** section, the following changes are made:

A. The **Cancellation** provision is replaced by the following:

### **Cancellation**

#### **Your Right to Cancel:**

**You** may cancel this policy by returning it to **us** or by notifying **us** in writing of the future date **you** wish to stop coverage.

#### **Our Right to Cancel:**

**Allstate** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) the policy was obtained by misrepresentation, fraud or concealment of material facts; or
- 3) there has been substantial change or increase in hazard in the risk **we** originally accepted.

If **we** cancel this policy, **we** will give **you** at least 10 days notice before the cancellation takes effect. **Our** mailing the notice of cancellation to **you** will be deemed to be proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

B. **Our Right Not to Renew or Continue** is replaced by the following:

#### **Our Right Not to Renew or Continue:**

We have the right not to renew or continue the policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 60 days before the end of the premium period. **Our** mailing notice of non-renewal to **you** will be deemed proof of notice.

Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

C. **Misrepresentation, Fraud or Concealment** is replaced by the following:

If **we** determine that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

**We** do not cover any loss or occurrence in which any **insured person** has concealed or misrepresented any material fact or circumstance and

1. **we** rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
2. the fact misrepresented or falsely warranted contributes to the loss.

D. **Action Against Us** is replaced by the following:

No one may bring an action against us unless there has been full compliance with all policy terms.

E. The following provision is added:

**Conditional Reinstatement**

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that **We** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

II. In **Section I – Your Property**, the following changes are made:

A. Under **Losses We Cover Under Coverage C**, item 8 is replaced with the following:

8. **Vandalism or Malicious Mischief.**

**We** do not cover vandalism or malicious mischief if **your dwelling** has been vacant or unoccupied for more than 60 days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

B. In **Additional Protection – Additional Living Expense** is replaced by the following:

**Additional Living Expense**

**We** will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss **we** insure against. However, payments for increase in living expenses or **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions – Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

We will pay your lost fair rental income resulting from a covered loss under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection**, less charges and expenses which do not continue, when a loss we cover under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection** makes the part of the **residence premises you** rent to others, or hold for rental, uninhabitable. We will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months. However, payments for your lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

C. In **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C**, under Section A., item 6. is replaced by the following:

6. Vandalism or Malicious Mischief if your dwelling is vacant or unoccupied for more than 60 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.

D. In **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C**, under Section C., item 5., the following exception is added:

This exclusion does not apply when the **residence premises** is partially destroyed but ordered destroyed by fire ordinance or similar law.

E. In **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C**, under section C. item 8. is replaced by the following:

8. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
  - a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion applies regardless of whether or not the **insured person** is actually charged with or convicted of a crime.

We will not deny payment to an insured for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse if that insured did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or act that caused the loss or damage is criminally prosecuted for the act or acts.

Payment to the innocent insured may be limited in accordance with his or her ownership interest in the property or reduced by payments to a mortgagee or other holder of a secured interest.

F. In **Section I Conditions**, under **How We Pay For A Loss** provision, the following is added:

We agree that in the event of a total loss we will pay the limit of liability shown on the Policy Declarations for **Coverage A—Dwelling Protection**. This limit represents the total value of the **dwelling** on the **residence premises**, including structures attached to the **dwelling**.

G. In **Section I Conditions**, the following changes are made:

1. The **Our Settlement of Loss** provision is replaced by the following:

**Our Settlement of Loss**

**We** will settle any covered loss with **you**. **We** will settle with **you** unless another payee is named in the policy. **We** will settle within 30 days after the amount of loss is finally determined. This amount may be determined by an agreement among **you**, any other payee or entity named in the policy and **us**, an appraisal award or a court judgment.

2. In **Action Against Us**, paragraph b. is deleted.

III. In **Section II – Family Liability and Guest Medical Protection**, the following changes are made:

A. In **Losses We Do Not Cover Under Coverage X**, the second paragraph is amended as follows:

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

B. In **Losses We Do Not Cover Under Coverage X and Coverage Y**, Section C, **Losses We Do Not Cover Under Coverage X and Coverage Y**, the following is added to item 1.:

**We** will not deny payment to an insured for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse if that insured did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or act that caused the loss or damage is criminally prosecuted for the act or acts.

Payment to the innocent insured may be limited in accordance with his or her ownership interest in the property or reduced by payments to a mortgagee or other holder of a secured interest.

C. In **Section II Conditions**, subsection (a) is replaced by the following to the **What You Must Do After An Accidental Loss** provision:

a) within 20 days following the loss, notify **us** or our agent in writing, stating:

- 1) **your** name and policy number;
- 2) the date, the place and the circumstance of the loss;
- 3) the name and address of anyone who might have a claim against an **insured person**;
- 4) the names and addresses of any witnesses.

Failure to give such notice within 20 days will not invalidate any claim made by an **insured person** if:

- 1) that person can show it was not reasonably possible to notify **us** or **our** agent within the specified time; or
- 2) that such notice was given as soon as reasonably possible.

D. The **Action Against Us** provision is replaced by the following:

No one may bring an action against **us** unless there has been full compliance with all policy terms.

IV. In **Section II – Optional Protection, the Coverage J – Extended Coverage on Jewelry, Watches and Furs**, the following provision is added to the third paragraph that begins, "We do not cover loss caused by or consisting of"

**We** do not cover loss caused by or consisting of:

- a) intentional or criminal acts of or at the direction of any insured person, if the loss that occurs:
  - 1) may be reasonably expected to result from such acts; or
  - 2) is the intended result of such acts.

**We** will not deny payment to an insured for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse if that insured did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or act that caused the loss or damage is criminally prosecuted for the act or acts.

Payment to the innocent insured may be limited in accordance with his or her ownership interest in the property or reduced by payments to a mortgagee or other holder of a secured interest.

All other policy terms and conditions apply.

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## Extended Protection

### Amendatory Endorsement — APC270

I. In Section I—Your Property, Coverage C—Personal Property Protection is revised as follows:

A. In Property We Cover Under Coverage C, item 1. is replaced by the following:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located at a residence other than the **residence premises**, coverage is limited to 10% of **Coverage C—Personal Property Protection**. This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after **you** begin to move property there, personal property in use at a temporary residence when a direct physical loss **we** cover makes **your residence premises** uninhabitable, or to personal property in student dormitory, fraternity or sorority housing.

B. The **Limitations On Certain Personal Property** provision is replaced by the following:

#### **Limitations On Certain Personal Property:**

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Coverage C—Personal Property Protection**. The total amount of coverage for each group in any one loss is as follows:

1. \$200— Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards and smart cards.
2. \$200— Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
3. \$500— Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing equipment or in a **business**. Recording or storage media includes, but is not limited to:
  - a) tapes;
  - b) CDs, DVDs and other discs;
  - c) records;
  - d) disks;
  - e) reels;
  - f) cassettes;
  - g) cartridges; or
  - h) programs.

4. \$1,000— Trading cards, subject to a maximum amount of \$250 per card.
5. \$1,000— Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
6. \$1,000— Manuscripts, including documents stored on electronic media.
7. \$1,000— Trailers not used with watercraft.
8. \$2,000 - Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
9. \$2,000— Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
10. \$2,000— Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
11. \$10,000— Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled.
12. \$3,000— Theft of firearms, their related equipment, and accessories.
13. \$5,000— Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware and furs, including any item containing fur which represents its principal value, subject to a maximum amount of \$1,000 per item.
14. \$2,500— Theft of goldware, silverware, pewterware and platinumware.
15. \$10,000— Theft of tools and their accessories.

II. In Section I—Your Property, **Additional Protection** is revised as follows:

A. Item 1. **Additional Living Expense** is replaced by the following:

1. **Additional Living Expense**

- a) We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Coverage A—Dwelling Protection, Coverage B—Other Structures Protection** or **Coverage C Personal Property Protection** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Coverage A— Dwelling Protection, Coverage B—Other Structures Protection** or **Coverage C— Personal Property Protection** will be limited to the least of the following:

- 1) the time period required to repair or replace the property **we** cover, using due diligence and dispatch; or
  - 2) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
  - 3) 12 months.
- b) **We** will pay the reasonable and necessary increase in living expenses for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss **we** insure against. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

These periods of time are not limited by the termination of this policy.

**We** do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

B. Item 9. **Power Interruption** is replaced by the following:

9. **Power Interruption**

**We** will pay for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

III. **Building Structure Reimbursement Extended Limits**

In **Section I—Conditions**, item 5., **How We Pay For A Loss**, under c) Building Structure Reimbursement **we** will replace item 3) if, at the time of the loss, **you** have met the following conditions:

- A. Insure **your dwelling**, attached structures and detached **building structures** to 100% of replacement cost as determined by **our** estimate completed and based on the accuracy of information **you** furnished;
- B. Have accepted the Property Insurance Adjustment Condition, agree to accept each annual adjustment in the **Coverage A—Dwelling Protection** limit of liability, and pay any additional premium charged; and
- C. Notify **us** within 60 days of the start of any modifications that increase the aggregate value of **your dwelling**, attached structures and detached **building structures** at the **residence premises** by \$5,000 or more, and pay any resulting additional premium due for the increase in value.

If, at the time of a covered loss, **you** meet all of the conditions in A., B., and C. above, then in **Section I—Conditions**, item 5., **How We Pay For A Loss**, under c) Building Structure Reimbursement, Item 3) is replaced with:

- 3) 120% of the Limit Of Liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Coverage A—Dwelling Protection** or **Coverage B—Other Structures Protection**, regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

If, at the time of a covered loss, **you** fail to meet any of the conditions in A., B., and C. above, then in **Section I—Conditions**, item 5., **How We Pay For A Loss**, under c) Building Structure Reimbursement, item 3) remains:

- 3) the Limit Of Liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Coverage A – Dwelling Protection** or **Coverage B—Other Structures Protection**, regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

IV. In **Section II—Family Liability and Guest Medical Protection**, under **Additional Protection**, item 3 is replaced by the following:

3. **Damage To Property Of Others**

At **your** request, **we** will pay up to \$1,000 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

**We** will not pay for **property damage**:

- a) to property covered under **Section I** of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in **your** household; or
- d) arising out of:
  - 1) past or present **business** activities;
  - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
  - 3) the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

All other policy terms and conditions apply.

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## Scheduled Personal Property Endorsement — APC273

### WHERE COVERAGE APPLIES

WE will cover the described property anywhere in the world. HOWEVER, COVERAGE ON FINE ARTS, FIREARMS AND BUSINESS PERSONAL PROPERTY IS LIMITED TO WITHIN THE UNITED STATES OF AMERICA AND CANADA.

### SPECIAL PROVISIONS AND CONDITIONS:

1. Musical Instruments: **YOU** agree that none of the musical instruments covered will be played for remuneration unless this is indicated in the schedule and an additional premium paid.
2. Silverware: This classification includes silverware, silver-platedware, goldware, gold-platedware and pewterware. IT DOES NOT INCLUDE PENS, PENCILS, FLASKS, SMOKING IMPLEMENTS OR ACCESSORIES, OR ITEMS OF JEWELRY.
3. Fine Arts: **YOU** agree that covered fine arts will be packed and unpacked by competent packers.
4. Golfer's Equipment: Coverage on golfer's equipment owned by an **INSURED PERSON** includes golf clubs, golf clothing and equipment, BUT DOES NOT INCLUDE JEWELRY, WATCHES AND EQUIPMENT FOR SALE. Coverage also applies to **YOUR** other clothing while contained in any locker at the premises where **YOU** are playing golf. GOLF BALLS ARE COVERED ONLY FOR LOSS BY FIRE OR BY BURGLARY PROVIDED, IN THE CASE OF BURGLARY, THERE ARE VISIBLE MARKS OF FORCIBLE ENTRY INTO THE BUILDING, ROOM OR LOCKER CONTAINING THE GOLF BALLS.
5. Stamp and Coin Collections: Coverage on postage stamps includes due, envelope, official, revenue, match and medicine stamps, covers, locals, reprints, essays, proofs and other philatelic property an **INSURED PERSON** owns or controls. This includes the books, pages and mountings.  
  
Coverage on rare and current coins includes medals, paper money, bank notes, tokens or money and other numismatic property an **INSURED PERSON** owns or controls. This includes albums, containers, frames, cards, and display cabinets used with the coin collections.
6. Business Personal Property: This classification includes hand tools and portable power tools owned by an **INSURED PERSON** and used in that person's **BUSINESS**. WE WILL NOT COVER THE FOLLOWING PROPERTY:
  - (A) SPARE PARTS, UNLESS ATTACHED TO THE COVERED PROPERTY OR SPECIFICALLY DESCRIBED IN THIS ENDORSEMENT;
  - (B) ELECTRICAL APPLIANCES OR DEVICES, INCLUDING WIRING, DAMAGED DUE TO ELECTRICAL INJURY DISTURBANCES, CAUSED BY ARTIFICIALLY GENERATED ELECTRICAL CURRENTS, UNLESS FIRE FOLLOWS AND THEN ONLY LOSS OR DAMAGE CAUSED BY FIRE IS COVERED.
7. DOUBLE RECOVERY: WE WILL NOT PAY FOR ANY LOSS IF AN **INSURED PERSON** HAS COLLECTED FOR THE SAME LOSS FROM OTHERS.

### **NEWLY ACQUIRED PROPERTY**

THIS PROVISION APPLIES ONLY TO THE JEWELRY, FURS, CAMERAS AND MUSICAL INSTRUMENTS CLASSES WHEN SIMILAR PROPERTY IS ALREADY DESCRIBED AND SCHEDULED IN THIS ENDORSEMENT.

**WE** WILL ONLY COVER NEWLY ACQUIRED PROPERTY OF AN **INSURED PERSON** FOR ITS ACTUAL VALUE PROVIDED **YOU** REPORT THE NEWLY ACQUIRED PROPERTY TO **US** WITHIN 30 DAYS OF ACQUISITION AND PAY THE ADDITIONAL PREMIUM FROM THE DATE ACQUIRED.

COVERAGE FOR EACH CLASS OF PROPERTY TO WHICH THIS PROVISION APPLIES WILL NOT EXCEED 25% OF THE AMOUNT OF INSURANCE FOR THAT CLASS OF PROPERTY OR \$10,000, WHICHEVER IS LESS.

### **EXCLUSIONS—LOSSES WE DO NOT COVER**

1. **WE** WILL NOT COVER LOSS OR DAMAGE TO THE DESCRIBED PROPERTY CAUSED BY WEAR AND TEAR, GRADUAL DETERIORATION, INSECTS, VERMIN OR INHERENT VICE.
2. **WE** WILL NOT COVER LOSS OR DAMAGE CAUSED BY NUCLEAR ACTION, MEANING NUCLEAR REACTION, DISCHARGE OR RADIATION OR RADIOACTIVITY, OR ANY CONSEQUENCE OF ANY OF THESE. LOSS BY NUCLEAR ACTION IS NOT CONSIDERED LOSS BY FIRE, EXPLOSION OR SMOKE. DIRECT LOSS BY FIRE RESULTING FROM NUCLEAR ACTION IS COVERED.
3. **WE** WILL NOT COVER LOSS OR DAMAGE CAUSED BY WAR OR WARLIKE ACTS, INCLUDING INSURRECTION, REBELLION, OR REVOLUTION.
4. If Fine Arts are covered, **WE** WILL NOT COVER:
  - (A) LOSS OR DAMAGE CAUSED BY ANY REPAIRING, RESTORATION OR RETOUCHING PROCESS;
  - (B) BREAKAGE OF ART GLASS WINDOWS, STATUARY, MARBLES, GLASSWARE, BRIC-A-BRAC, PORCELAINS AND SIMILAR FRAGILE ITEMS, UNLESS CAUSED BY FIRE, LIGHTNING, WINDSTORM, AIRCRAFT, THEFT OR ATTEMPTED THEFT, EARTHQUAKE, FLOOD, EXPLOSION, MALICIOUS DAMAGE, OR COLLISION, DERAILMENT OR OVERTURN OF CONVEYANCE, OR UNLESS COVERAGE FOR BREAKAGE IS INDICATED IN THE SCHEDULE AND AN ADDITIONAL PREMIUM IS PAID;
  - (C) PROPERTY ON EXHIBITION AT FAIR GROUNDS OR ON ANY NATIONAL OR INTERNATIONAL EXPOSITION PREMISES, UNLESS OTHERWISE INDICATED IN THIS ENDORSEMENT.
5. If Sports Equipment, other than golf equipment, is covered, **WE** WILL NOT COVER LOSS OR DAMAGE CAUSED BY:
  - (A) ANY REFINISHING, RENOVATING OR REPAIRING PROCESS; DAMPNES OR EXTREMES OF TEMPERATURE; OR, RUST FOULING OR EXPLOSION OF FIREARMS;
  - (B) BREAKAGE, MARRING, SCRATCHING, TEARING OR DENTING UNLESS CAUSED BY FIRE, THEFT OR ACCIDENTS TO CONVEYANCES; OR
  - (C) DISHONEST ACTS OF AN **INSURED PERSON'S** EMPLOYEES OR PERSONS TO WHOM THE COVERED PROPERTY MAY BE ENTRUSTED OR RENTED.
6. If Stamp or Coin Collections are covered, **WE** WILL NOT COVER LOSS OR DAMAGE RESULTING FROM:
  - (A) FADING, CREASING, DENTING, SCRATCHING, TEARING, THINNING, TRANSFER OF COLORS, INHERENT DEFECT, DAMPNES, EXTREMES OF TEMPERATURE, GRADUAL DEPRECIATION, OR DAMAGE SUSTAINED FROM HANDLING OR WHILE BEING ACTUALLY WORKED ON;
  - (B) MYSTERIOUS DISAPPEARANCE OF INDIVIDUAL STAMPS, COINS OR OTHER INDIVIDUAL ITEMS **WE** COVER UNLESS SPECIFICALLY DESCRIBED WITH A DEFINITE AMOUNT SET OPPOSITE THEIR DESCRIPTION, OR IF

NOT SPECIFICALLY DESCRIBED, UNLESS MOUNTED IN A VOLUME, AND THE PAGE TO WHICH THEY ARE ATTACHED IS ALSO LOST;

- (C) THEFT FROM ANY UNATTENDED AUTOMOBILE EXCEPT WHILE BEING SHIPPED BY REGISTERED MAIL UNLESS COVERAGE FOR EXTENDED THEFT IS INDICATED IN THE SCHEDULE AND AN ADDITIONAL PREMIUM IS PAID;
  - (D) LOSS TO PROPERTY IN THE CUSTODY OF TRANSPORTATION COMPANIES; NOR SHIPMENTS BY MAIL UNLESS BY REGISTERED MAIL; OR
  - (E) LOSS TO ANY PROPERTY DESCRIBED IN THE SCHEDULE WHICH IS NOT AN ACTUAL PART OF A STAMP, COIN OR NUMISMATIC COLLECTION.
7. If Business Personal Property is covered, **WE WILL NOT COVER LOSS OR DAMAGE RESULTING FROM:**
- (A) FREEZING, CONTAMINATION, DAMPNES OF ATMOSPHERE, EXTREMES OF TEMPERATURES, CORROSION OR RUST;
  - (B) BREAKAGE, MARRING, SCRATCHING, CHIPPING OR DENTING, UNLESS CAUSED BY FIRE, EXPLOSION, THEFT, WINDSTORM, EARTHQUAKE, FLOOD, VANDALISM, MALICIOUS MISCHIEF, OR COLLISION, DERAILMENT OR OVERTURNING OF THE TRANSPORTING CONVEYANCE;
  - (C) DISHONEST ACTS OF AN **INSURED PERSON'S** EMPLOYEES, WHETHER IN THE SCOPE OF EMPLOYMENT OR NOT, OR ANY PERSON TO WHOM THE PROPERTY IS ENTRUSTED (EXCEPT CARRIERS FOR HIRE);
  - (D) MECHANICAL OR STRUCTURAL FAILURE OF TOOLS, OR BREAKDOWN, DEFECT OR FAILURE OF MACHINES OR POWER TOOLS;
  - (E) THEFT OF TOOLS FROM AN UNATTENDED VEHICLE UNLESS THE VEHICLE IS SECURELY CLOSED AND LOCKED AND EVIDENCE OF FORCIBLE ENTRY IS VISIBLE OR THE ENTIRE VEHICLE IS STOLEN OR UNLESS THE INSURED PROPERTY IS IN THE CUSTODY OF A COMMON CARRIER;
  - (F) ANY PROCESS OR SERVICE RESULTING IN SHRINKAGE, CHANGE IN COLOR, FINISH OR OTHER CHANGE IN THE DESCRIBED PROPERTY; OR
  - (G) DISCLOSURE OF ANY INVENTORY SHORTAGE.

#### **HOW WE SETTLE A LOSS**

1. UNLESS OTHERWISE PROVIDED IN THIS ENDORSEMENT:
  - (A) THE VALUE OF THE COVERED PROPERTY WILL BE DETERMINED AT THE TIME OF LOSS; AND
  - (B) LOSS OR DAMAGE TO COVERED PERSONAL PROPERTY WILL BE SETTLED ON AN ACTUAL CASH VALUE BASIS. THIS MEANS THERE MAY BE A DEDUCTION FOR DEPRECIATION. PAYMENT WILL NOT EXCEED THE AMOUNT NECESSARY TO REPAIR OR REPLACE THE DAMAGED ITEMS(S) WITH PROPERTY OF LIKE KIND AND QUALITY, OR THE AMOUNT OF INSURANCE, WHICHEVER IS LESS.
2. Loss to covered Fine Arts will be settled as follows:
  - (A) **WE WILL PAY THE AMOUNT OF INSURANCE SHOWN FOR EACH DESCRIBED ITEM AND WE AGREE IT IS THE VALUE OF THE ITEM FOR THE PURPOSE OF LOSS SETTLEMENT.**
  - (B) IF THERE IS A LOSS TO A PAIR OR SET, **WE AGREE TO PAY THE AMOUNT OF INSURANCE FOR THE DESCRIBED PAIR OR SET. YOU AGREE TO GIVE US THE REMAINING ITEM OR ITEMS.**
3. Loss to covered Stamps and Coins will be settled as follows:
  - (A) **WE WILL PAY UP TO BUT NOT EXCEEDING THE AMOUNT OF INSURANCE SET OPPOSITE ANY ONE STAMP, COIN OR OTHER INDIVIDUAL ITEM IN CASE OF LOSS OR DAMAGE TO THAT ITEM.**
  - (B) Loss to covered property described as pairs, strips, blocks, series, sheets, covers, frames or cards will be settled as follows:
    - (1) IF THERE IS A TOTAL LOSS, **WE WILL PAY UP TO BUT NOT EXCEEDING THE AMOUNT OF INSURANCE SET OPPOSITE THE ITEM INVOLVED.**

- (2) IF THERE IS A PARTIAL LOSS, **WE** WILL PAY THE ACTUAL CASH MARKET VALUE OF THE WHOLE SET, LESS THE CASH MARKET VALUE OF THE REMAINDER AT THE TIME OF LOSS, BUT NOT MORE THAN THE AMOUNT OF INSURANCE SET OPPOSITE THE PROPERTY INVOLVED. HOWEVER, IF THE COVERED PROPERTY INVOLVED IS INSURED FOR LESS THAN THE CASH MARKET VALUE, **WE** WILL ONLY PAY THE PROPORTION THAT THE AMOUNT OF INSURANCE BEARS TO THE CASH MARKET VALUE.
  - (C) When coins or stamps are covered on a blanket basis, **WE** WILL PAY THE CASH MARKET VALUE AT THE TIME OF LOSS NOT EXCEEDING \$1,000 ON ANY UNSCHEDULED NUMISMATIC PROPERTY, AND NOT MORE THAN \$250 FOR ONE STAMP, COIN OR INDIVIDUAL ITEM, OR ANY PAIR, STRIP BLOCK, SERIES, SHEET, COVER, FRAME OR CARD.
  - (D) **WE** WILL NOT PAY FOR A GREATER PROPORTION OF ANY LOSS TO PROPERTY COVERED ON A BLANKET BASIS THAN THE TOTAL AMOUNT OF INSURANCE ON THE PROPERTY BEARS TO THE ACTUAL CASH MARKET VALUE OF THE PROPERTY AT THE TIME OF LOSS.
4. Loss to covered Business Personal Property will be settled as follows:
- (A) **WE** WILL PAY UP TO BUT NOT EXCEEDING THE AMOUNT OF INSURANCE SET OPPOSITE ANY INDIVIDUAL HAND OR POWER TOOL IN CASE OF LOSS OR DAMAGE TO THAT ITEM.
  - (B) SUBJECT TO THE AMOUNT OF INSURANCE, **WE** will pay for loss to property described as a pair, set or parts as follows:
    - (1) **WE** MAY ELECT TO REPAIR OR REPLACE ANY PART TO RESTORE THE PAIR OR SET TO ITS VALUE BEFORE THE LOSS; OR PAY THE DIFFERENCE BETWEEN THE ACTUAL CASH VALUE OF THE PROPERTY BEFORE AND AFTER THE LOSS.
    - (2) IN THE CASE OF A LOSS TO ANY PART OF COVERED PROPERTY, CONSISTING OF SEVERAL PARTS WHEN COMPLETE, **WE** WILL PAY FOR THE ACTUAL CASH VALUE OF THE PART LOST OR DAMAGED.

**POLICY CONDITIONS THAT APPLY**

THIS ENDORSEMENT IS SUBJECT TO THE PROVISIONS AND CONDITIONS OF THE POLICY WHICH APPLY TO THE PERSONAL PROPERTY PROTECTION COVERAGE OTHER THAN:

- 1. Limits of Liability;
- 2. Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C, Sections C—F;
- 3. Deductible;
- 4. Other Insurance; and
- 5. Any provisions or conditions that are inconsistent with this endorsement.

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## **LENDER'S LOSS PAYABLE ENDORSEMENT — APC275 (10-78)**

1. Loss or damage, if any, under this policy shall be paid, as provided in this Endorsement, to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage

Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance.

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## **Guaranteed Renewal for Claims Endorsement -- APC308**

When the Policy Declarations indicates that the Guaranteed Renewal for Claims Endorsement applies, the following provision is added to the **General** section of the policy:

### **Guaranteed Renewal for Claims**

When this Guaranteed Renewal for Claims provision is part of the policy, any decision by **us** not to renew or continue the policy will be made without regard to the number of claims reported under the policy. However, nothing in this provision shall limit **our** right not to renew or continue the policy for any other legally permissible reason(s), including the type(s) of claims reported under the policy.

All other policy terms and conditions apply.

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,

Plaintiff,

vs.

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  
)  
)

AMENDED ANSWER AND  
AFFIRMATIVE DEFENSE BY  
DEFENDANTS BILL MCGUIRE  
AND CAROLYN MCGUIRE

DEFENDANTS' ANSWER

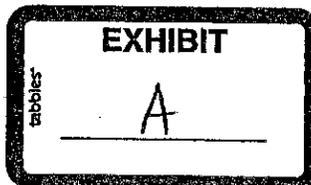
**ANSWER TO COUNT I**

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)

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	<u>AMENDED ANSWER AND</u>
	)	<u>AFFIRMATIVE DEFENSE BY</u>
DAVID GAGNON, Individually, and as	)	<u>DEFENDANTS BILL McGUIRE</u>
Agent of CAROLINE MCGUIRE and BILL	)	<u>AND CAROLYN McGUIRE</u>
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**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



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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
Plaintiff, ) Case No. 12 LA 178  
 )  
vs. ) ANSWER TO COMPLAINT -  
 ) DEFENDANT BILL McGUIRE AND  
DAVID GAGNON, Individually, and as ) DEFENDANT CAROLYN McGUIRE  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
 )  
Defendants. )

**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.
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11. Defendants deny the allegations of paragraph eleven (11).
12. Defendants deny the allegations of paragraph twelve (12).
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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.
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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.
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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

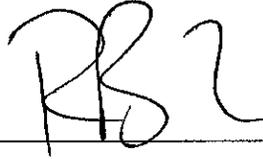


CERTIFICATE OF SERVICE

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 )

FILED  
SEP 05 2012  
KATHERINE M. KIMBLE  
MCHENRY COUNTY CLERK

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

PAUL DULBERG,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

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.

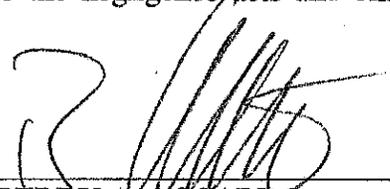
3. That the Plaintiff was guilty of one or more of the following negligent acts or omissions which were the proximate cause of the injuries or damages alleged:

- 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:

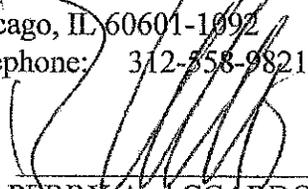
Hans A. Mast  
Law Offices of Thomas J. Popovich, P.C.  
3416 W Elm St  
McHenry IL 60050

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: 312-558-9821

By: 

\_\_\_\_\_  
PERRY A. ACCARDO  
Firm No.: 46878  
Attorney Bar No.: 6228720  
Attorney for Defendant(s):  
David Gagnon

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**ANSWER TO DEFENDANT DAVID GAGNON'S CONSOLIDATED NOTICE TO  
PRODUCE PURSUANT TO SUPREME COURT RULE 214 AND SUPREME COURT  
RULE 237 BY DEFENDANTS BILL MCGUIRE AND CAROLINE MCGUIRE**

TO: Mr. David Gagnon  
c/o Perry Accardo  
Law Office of M. Gerard Gregoire  
200 N LaSalle Street, Ste 2650  
Chicago, IL 60601-1092

Defendants, BILL MCGUIRE AND CAROLYN MCGUIRE (improperly named Caroline),  
by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Answer to  
Defendant's, David Gagnon, Consolidated Notice to Produce Pursuant to Supreme Court Rule 214  
and Supreme Court Rule 237, state as follows:

1. Produce for the purpose of adverse examination at trial and arbitration, pursuant to 735  
ILCS 5/2-1102, Plaintiff Hans A. Mast.

**ANSWER:** No answer required.

2. All copies of damage bills, estimates of repair or replacement for any property claimed to  
have been damaged in the occurrence in question, including, but not limited to, estimates,  
cancelled checks, receipts or other documentary evidence representing payment for such  
damages.

**ANSWER:** None known to answering Defendant.

3. All photographs or video, images, of any of the parties to this suit, of vehicles, property, or physical objects involved in the occurrence, scene of the occurrence. For each item produced, identify the date the item was originally produced, the identity and contact information of the photographer, videographer, filmmaker or other individual who produced the item described and the identity and contact information of the current custodian of the original item described.

**ANSWER:** None, other than photo copies that accompanied Plaintiff's production response to Defendants.

4. Any statement, memoranda, or other writing recording of any interview with any party, other person, or witness who has knowledge of the facts alleged in the Complaint or who has opinions relating to any of the issues alleged in the Complaint, except those protected by privilege.

**ANSWER:** None in answering Defendants' possession other than the typed statement of David Gagnon, which was included in Plaintiff's production response to Defendants (see attached).

5. Any releases, hold harmless, or any other type of settlement agreements between Plaintiff(s) and any other party which may have been responsible for the damages claimed by Plaintiff(s).

**ANSWER:** None known to answering Defendants.

6. All policies of insurance providing collateral source of payments to the Plaintiff(s), including, but not limited to, medical payment insurance, disability insurance, PIP insurance, and/or employment related insurance. Please attach any/all policies of insurance referred to above.

**ANSWER:** Requested. Will produce upon receipt.

7. Any and all medical hospital, medication, therapeutic, clinical records, bills and reports. Any Social Security records relating to applications for disability claims, along with documentary evidence.

**ANSWER:** None, other than those included in Plaintiff production response to Defendants

16. If the party or his attorney responding to this Request to produce knows of the existence or location of any document or items requested, even though they are not within the current possession of the party or his/her attorney, identify the location, the custodian and the nature of the document or items.
- a. The date on which said document or tangible object was created;
  - b. The name and last known address of the author of the document or maker of the tangible object;
  - c. The name and last known address of the recipient of the document or tangible object or item;
  - d. A brief description of the subject matter of the document or description of the tangible object or item;
  - e. The basis of the claim of privilege.

**ANSWER:** Not known to answering Defendants.

17. An affidavit of the responding party of their attorney stating whether the production is complete in accordance with this Request pursuant to Supreme Court Rule 214 and Supreme Court Rule 237.

**ANSWER:** No answer required.

18. Copies of all individual United States and applicable individual state income tax returns, including any and all W2 forms and supporting documents for the year before, the year of and each year after the occurrence at issue. Further if any claim of lost income is based on self-employment, produce and all business and accounting records, including the name, address and telephone number of the accountant keeping or maintaining said records, for the year before, the year of and each year after the occurrence at issue.

**ANSWER:** Objection. This request seeks information which is irrelevant. Answering further, the Defendants have not injected their personal income as an issue in the case.

CAROLYN MCGUIRE and BILL MCGUIRE,  
Defendants, by their attorneys,  
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

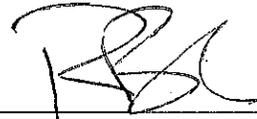
By

  
\_\_\_\_\_  
RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.  
6323 East Riverside Blvd.  
Rockford, IL 61114  
815/226-7700

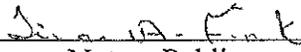
STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF WINNEBAGO            )

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 9-27-12.

  
\_\_\_\_\_  
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 9/27/12.

  
\_\_\_\_\_

Cicero, France, Barch & Alexander, P.C.  
6323 East Riverside Blvd.  
Rockford, IL 61114  
815/226-7700  
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STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
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 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

**ANSWER TO PLAINTIFF'S REQUEST TO PRODUCE BY  
DEFENDANTS BILL MCGUIRE AND CAROLINE MCGUIRE**

TO: Paul Dulberg  
c/o Attorney Hans A. Mast  
Law Offices of Thomas J. Popovich  
3416 West Elm Street  
McHenry, IL 60050

Defendants, BILL MCGUIRE AND CAROLYN MCGUIRE (improperly named Caroline),  
by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Answer to  
Plaintiff's Request to Produce, state as follows:

1. All statements (oral, written, or transcribed, signed or unsigned) by parties to this action  
given to some person or entity other than their attorney or insurer.

**ANSWER:** None in Defendants' possession other than the typed statement of David  
Gagnon, which was included in Plaintiff's production response.

2. All statements (oral, written, or transcribed, signed or unsigned) from any person who:
  - a) Witnessed or claims to have witnessed the occurrence specified in the Plaintiff's  
Complaint;

- b) Was present at the scene of the occurrence;
- c) Has or claims to have knowledge of any of the facts of the occurrence specified in the Plaintiff's Complaint;
- d) Has or claims to have knowledge of the condition of the Plaintiff; or
- e) Has or claims to have knowledge of the location specified in the Plaintiff's Complaint.

**ANSWER:** (a) thru (e): See response to Request No. 1.

- 3. All photographs, slides, motion pictures, videotapes, or other photographic reproductions taken subsequent to the alleged occurrence of the Plaintiff, any physical objects involved in the occurrence, the scene of the occurrence, and/or the occurrence itself.

**ANSWER:** None, other than the photo copies that accompanied Plaintiff's production response.

- 4. All documents pertaining to the physical or mental condition of the Plaintiff prior and subsequent to the alleged occurrence including injuries sustained in other accidents

**ANSWER:** None, other than the medical records and bills and accompanied Plaintiff's production response.

- 5. Complete, unedited, and unabridged copies of any and all medical reports and documents pertaining to the Plaintiff, and purporting to diagnose, analyze and/or otherwise evaluate any and all injuries allegedly sustained by the Plaintiff in the occurrence specified in the Plaintiff's Complaint.

**ANSWER:** See response to Request No. 4.

- 6. Complete unedited, and unabridged copies of any and all police, accident or incident documents and reports, including any supplementary or reconstruction reports prepared in conjunction with the occurrence set forth in the Plaintiff's Complaint.

**ANSWER:** None in the Defendants' possession.

- 7. All documents, articles, papers and textbooks you intend to use during the trial of this cause.

**ANSWER:** Not determined yet.

8. All rules, regulations, bylaws, guidelines of any public authority, inspecting or reviewing authority or other private body, which you intend to use during the trial of this cause.

**ANSWER:** Not determined yet.

9. All reports or documents which may contain the opinions, theories, conclusions, or estimates regarding the condition of the Plaintiff existing both prior to and subsequent to the incident in question or the matters in question.

**ANSWER:** None in Defendants' possession at this time other than as reflected in the medical records that accompanied Plaintiff's production response.

10. All reports or documents which may contain the opinions, theories, conclusions, or estimates regarding the occurrence in question.

**ANSWER:** See response to Request No. 9.

11. A certified copy of all liability insurance policies and declaration pages that covered the Defendant for the acts or omissions, as alleged in the Plaintiff's Complaint including the policies of members of the Defendant's household.

**ANSWER:** Requested. Will be produced upon receipt.

12. Each and every document, record, report, writing memorandum, physical object and the like revealed or referenced in this Defendant's Answers to Supreme Court Rule 213

**ANSWER:** With the exception of Plaintiff's production response, the answering Defendants are not in possession of responsive documents at this time.

13. All maintenance or inspection schedules, records, logs, notes, charts, calendars, or other tangible evidence concerning the maintenance or inspection of the exterior of the premises described in the complaint including dates, locations, employees, and nature of such work.

**ANSWER:** No such documents exist.

14. All maintenance or inspection schedules, records, logs, notes, charts, calendars or other tangible evidence concerning the maintenance or work described in the complaint on the premises including dates, locations, employees, and nature of such work.

**ANSWER:** No such documents exist.

15. All incident reports, investigation or other tangible evidence concerning the accident alleged, witnesses etc.

ANSWER: Defendants remain in possession of the real property in question and also remain in possession of the subject chain saw and associated manual.

16. Preserve and maintain the chain saw and any other instrumentalities of the accident or scene.

ANSWER: No response required.

17. Any written invoices, payments or writings concerning hiring, retaining for use of David Gagnon for work at the premises.

ANSWER: No such documents exist.

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.

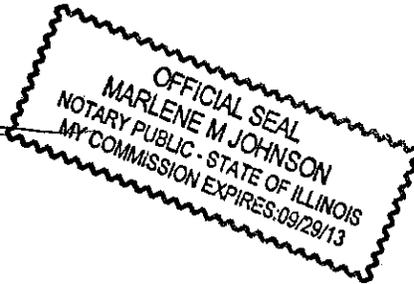


RONALD A. BARCH

Subscribed and sworn to before  
me on 8/6/12.



Notary Public



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 8/6/12.

  
\_\_\_\_\_

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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
 )  
 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

**ANSWER TO PLAINTIFF'S INTERROGATORIES TO  
DEFENDANTS BILL MCGUIRE AND CAROLYN MCGUIRE**

TO: Paul Dulberg  
c/o Attorney Hans A. Mast  
Law Offices of Thomas J. Popovich  
3416 West Elm Street  
McHenry, IL 60050

Defendants, BILL MCGUIRE AND CAROLYN MCGUIRE (improperly named Caroline),  
by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their Answer to  
Plaintiff's Interrogatories, state as follows:

1. State the full name of the defendant(s) answering, as well as your current residence address, date of birth, marital status, and social security number, and, if different, give the full name, as well as the current residence address, date of birth, marital status, and social security number of the individual(s) signing these Answers.

<b>ANSWER:</b>	William "Bill" McGuire	Carolyn McGuire
	1016 W. Elder Avenue	1016 W. Elder Avenue
	McHenry, IL 60051	McHenry, IL 60051
	Married: Carolyn	Married: Bill
	DOB: July 29, 1952	November 26, 1946

Defendants object to providing 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 accident to the Plaintiff on the premises as described in the complaint.

**ANSWER:** David Gagnon  
39010 90<sup>th</sup> Place  
Genoa City, WI 53128

Paul Dulberg  
4606 Hayden  
McHenry, IL 60051

3. State the full name and current residence address of each person who witnessed or claims to have witnessed the work and/or conditions existing as described in the complaint at the location of the accident on the date of the accident described.

**ANSWER:** See answer to Interrogatory No. 2.

4. State the name and address of the person(s) or entity that owned the property premises whereat the accident occurred as alleged, as of the date in question.

**ANSWER:** Bill and Carolyn McGuire  
1016 W. Elder Avenue  
McHenry, IL 60051

5. State the name and address of the person(s) or entity that was involved in the work and/or maintenance of the exterior of the premises as alleged on the date in question.

**ANSWER:** See response to Interrogatory No. 2.

6. State the name and address of the person(s) or entity that decided or chose to undertake the work and/or maintenance of the exterior of the premises as alleged on the date in question, including chain saw use and activity.

**ANSWER:** See response to Interrogatory No. 2.

7. State the name and address of the person(s) or entity that was to supervise or oversee the work and/or maintenance at the exterior of the premises as alleged on the date in question including chain saw use and activity.

**ANSWER:** See response to Interrogatory No. 2.

8. State the full name and current residence address of each person, who was present and/or claims to have been present at the scene immediately before, at the time of, and/or immediately after said occurrence.

**ANSWER:**

**Before:** William "Bill" McGuire  
1016 W. Elder Avenue  
McHenry, IL 60051

Carolyn McGuire  
1016 W. Elder Avenue  
McHenry, IL 60051

David Gagnon  
39010 90<sup>th</sup> Place  
Genoa City, WI 53128

Paul Dulberg  
4606 Hayden  
McHenry, IL 60051

**At Time Of**

**Occurrence:** David Gagnon  
39010 90<sup>th</sup> Place  
Genoa City, WI 53128

Paul Dulberg  
4606 Hayden  
McHenry, IL 60051

**After:** William "Bill" McGuire  
1016 W. Elder Avenue  
McHenry, IL 60051

Carolyn McGuire  
1016 W. Elder Avenue  
McHenry, IL 60051

David Gagnon  
39010 90<sup>th</sup> Place  
Genoa City, WI 53128

Paul Dulberg  
4606 Hayden  
McHenry, IL 60051

9. State the name and address of each witness that knows or claims to know the circumstances of the alleged accident, how it occurred or how the Plaintiff became injured – as alleged in the Complaint.

**ANSWER:** 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 Defendants believe 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. Investigation continues.

10. With respect to the chain saw that was being operated on the premises at the time of the alleged injury, state as follows:
- a. Who was operating the chain saw at the time of the Plaintiff's alleged injury;
  - b. Who owned the chain saw at the time of Plaintiff's alleged injury;
  - c. who requested that the chain saw be used to perform work at the time of Plaintiff's injury.

**ANSWER:**

- a. On information and belief, David Gagnon was operating the chain saw at the time Mr. Dulberg was injured.
- b. Bill McGuire was the owner of the chain saw on the date of the occurrence.
- c. David Gagnon had Bill McGuire's permission to use the chain saw.

11. With respect to David Gagnon's experience in use of a chain saw prior to the date of the alleged accident, state as follows:
- a. How many times had David Gagnon operated the same or similar chain saw prior to the date of alleged accident;
  - b. What formal training did David Gagnon receive in use or operation of a chain saw prior to the occurrence alleged;
  - c. Who, if any, (names and addresses) trained David Gagnon in use or operation of a chain saw prior to the occurrence.

**ANSWER:**

- a. Objection. This interrogatory is better directed to David Gagnon. Answering subject to objection, and to the best of the answering parties' knowledge, David Gagnon has used chain saws in the past but the answering parties do not know how often he has used chain saws in the past.
- b. Objection. This interrogatory is better directed to David Gagnon. Answering subject to objection, the answering parties do not know whether David Gagnon has been formally trained the use or operation of a chain saw. Answering further, the answering parties are aware that Mr. Gagnon has used chain saws many times in the past and he appears/appeared to know what he is doing.

- c. Objection. This interrogatory is better directed to David Gagnon. Answering subject to objection, the answering party do now know whether or by whom David Gagnon was trained in the use of chain saws. Answering further, the answering parties are aware that Mr. Gagnon has used chain saws many times in the past and he appears/appeared to know what he is doing.
12. What was the scope of work or task David Gagnon was engaged in with use of the chain saw at or about the time of the alleged accident.

**ANSWER:**

To the extent "scope of work" or "engaged" constitute legal conclusions, the answering Defendants object to Interrogatory No. 12. Answering subject to objection, at the time of the alleged occurrence, the answering Defendants were in the process of replacing an old shed on their property. Paul Dulberg helped David Gagnon tear down the old shed. The answering Defendants further believe 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. Answering further, the answering Defendants did not engage, hire or pay either individual for their activities on site. Nor did either answering Defendant dictate, control or otherwise supervise the methods and means by which Mr. Gagnon and Mr. Dulberg performed the tree and branch cutting at issue.

13. Who (names and addresses) requested or chose to engage Gagnon in the "task" of use and operation of the chain saw at or about the time of the alleged accident.

**ANSWER:**

To the extent the words "chose" and "engage" constitute legal conclusions, the answering Defendants object to Interrogatory No. 13. Answering subject to objection, David Gagnon undertook the tree cutting and trimming in question as a favor to his parents. He was not engaged, hired or paid for the activities in question.

14. What instructions or guidance, if any, was given to Gagnon prior to Plaintiff's alleged injury/accident with regard to how he was to perform the chain saw work at the premises.

**ANSWER:** See response to Interrogatory No. 11.

- 15 Were you (Defendant) covered under any policy of insurance at the time of the occurrence. If so, were you named or covered under any policy, policy, or policies, of liability insurance effective on the date of said occurrence, and: State the name of each such company or companies, the policy number of numbers, the effective period(s) occurrence, including umbrella or excess insurance coverage, property damage and medical payment coverage.

**ANSWER:** Yes.  
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

16. Do you have any information:

- (a) That any plaintiff was, within the 5 years immediately prior to said occurrence, confined in a hospital and/or clinic, treated by a physician and/or other health professional, or x-rayed for any reason other than person injury? If so, state each plaintiff so involved, the name and address of each such hospital and/or clinic, physician, technician and/or other health care professional, the approximate date of such confinement or service and state the reason for such confinement or service;
- (b) That any plaintiff has suffered any serious personal injury and/or illness prior to the date of said occurrence? If so, state each plaintiff so involved, state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered;
- (c) That any plaintiff has suffered any serious personal injury and/or illness since the date of said occurrence? If so, state each plaintiff so involved, state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered;
- (d) That any plaintiff has ever filed any other suit for his or her own personal injuries? If so, state each plaintiff so involved, state the court, and caption in which filed, the year filed, the title and docket number of said case.

**ANSWER:**

- a. On information and belief, the answering parties believe that Paul Dulberg was involved in a motor vehicle accident that resulted in a shoulder injury of some sort. The answering parties do not know of any other details about the auto accident or injuries, if any.
- b. See answer to Interrogatory No. 16(a).
- c-d. No.

17. Were any photographs, movies and/or videotapes taken of the scene of the occurrence or of the persons involved? If so, state the date or dates on which such photographs, movies and/or videotapes were taken, the subject thereof, who now has custody of them, 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.

18. Have you (or 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 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, written and/or recorded; and
- (f) Who has possession of said statement if written and/or recorded.

**ANSWER:** (a) thru (f): See summary of oral communication received from David Gagnon set forth in response to Interrogatory No. 9. 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.

19. 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, the date of said statement, and state whether such statement was written and/or oral.

**ANSWER:** See answers to Interrogatories No. 9 and 18.

20. State the name and address of each person having knowledge of Plaintiff's activities on the premises PRIOR to the accident in question.

**ANSWER:** Paul Dulberg and David Gagnon.

21. State the name and address of each person having knowledge of Plaintiff's activities on the premises AFTER the accident in question.

**ANSWER:** Paul Dulberg, David Gagnon, Bill McGuire and Carolyn McGuire.

22. Had the Plaintiff ever used or operated a chain saw on the premises or for the Defendant's prior to his alleged accident. If so, state the dates and times such occurred.

**ANSWER:** Yes. In June 2011 Carolyn and Bill McGuire had a contractor take down a large tree on their property. The contractor left the fallen limbs. Shortly thereafter, Paul Dulberg brought his own chain saw down to the property. He cut the limbs into logs. David Gagnon helped him cut and load the logs.

23. Pursuant to Illinois Supreme Court Rule 213(f), provide the name and address of each witness who will testify at trial, and state the subject of each witness' testimony, giving the following information:

- (a) The subject matter on which the opinion witness is expected to testify;
- (b) The conclusions and/or opinions of the opinion witness and the basis therefore, including reports of said witness, if any;
- (c) The qualifications of each opinion witness, including a Curriculum Vitae and/or resume, if any; and
- (d) Identify any written reports of the opinion witness regarding this occurrence.

**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.

24. 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.

25. 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.

26. State the name and address of each person at the premises (although maybe at different location or not a witness to the incident) described at the time of the occurrence.

**ANSWER:** See response to Interrogatory Nos. 1 and 2.

27. Was the Plaintiff struck and injured by the chain saw while in operation on the date and time alleged. If so, what caused the chain saw to strike the Plaintiff.

**ANSWER:** On information and belief, yes. Answering further, Defendants were not present at the time of the occurrence. See answer to Interrogatory No. 9.

28. Describe what, if any, of the Plaintiff's conduct caused or contributed to his injury on the date and time in question.

**ANSWER:** See answer to Interrogatory No. 9.

29. Did the chain saw malfunction at any time during its use prior to Plaintiff's alleged injury.

**ANSWER:** To the best of the answering parties' knowledge, no.

30. Prior to Plaintiff's alleged injury, was the subject chain saw operating safely and properly.

**ANSWER:** To the best of the answering parties knowledge, yes.

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)

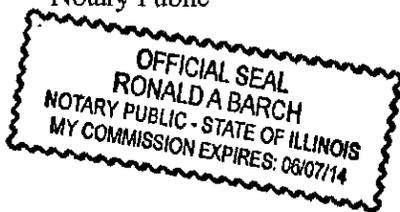
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WINNEBAGO )

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.

Bill McGuire  
Bill McGuire

Subscribed and sworn to before  
me on the 6<sup>th</sup> day August, 2012.

RBA  
Notary Public





**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 2/6/12.

  
\_\_\_\_\_

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

0245281968.1/SKO/ACCARDO/ga

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MCHENRY )

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

PAUL DULBERG,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

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 90<sup>th</sup> 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 90<sup>th</sup> 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 90<sup>th</sup> Place, Genoa City Wisconsin 53128; Paul Dulberg, 4605 Hayden Ct, McHenry Illinois 60050; Carolyn McGuire, 1016 W. Elder

I HEREBY CERTIFY that on \_\_\_\_\_, 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

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  
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,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

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**ANSWER: David A. Gagnon, 39010 90<sup>th</sup> Place, Genoa City Wisconsin 53128  
DOB: 4/3/1697**

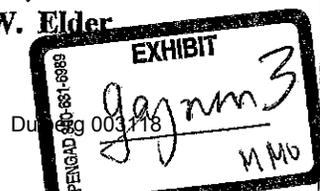
2. State your marital status on the date of the occurrence in question and, if married, your spouse's name and age on said date.

**ANSWER: Married; Pamela Gagnon, 39010 90<sup>th</sup> 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 90<sup>th</sup> Place, Genoa City Wisconsin 53128; Paul Dulberg, 4606 Hayden Ct, McHenry Illinois 60050; Carolyn McGuire, 1016 W. Elder**



**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 <sup>BACK</sup>front 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 90<sup>th</sup> 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 90<sup>th</sup> 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 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:

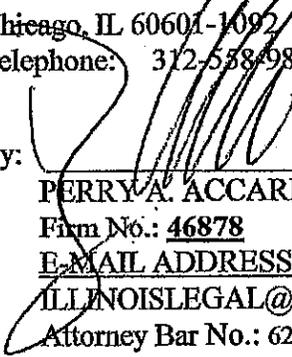
Hans A. Mast  
Law Offices of Thomas J. Popovich, P.C.  
3416 W Elm St  
McHenry IL 60050

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

LAW OFFICE OF M. GERARD GREGOIRE  
200 N LaSalle St Ste 2650  
Chicago, IL 60601-1092  
Telephone: 312-538-9821

By: 

PERRY A. ACCARDO

Firm No.: 46878

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,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

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 90<sup>th</sup> 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 90<sup>th</sup> Place, Genoa City Wisconsin 53128.

3. State the full name and present or last known address (indicating which) of each person who:

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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 <sup>BACK</sup>front of my parent's home at 1016 W. Elder Avenue, McHenry Illinois 60051.**

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**ANSWER: N/A**

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**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.**

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  - (iv) any reports prepared by the witness about the case.

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DAVID GAGNON

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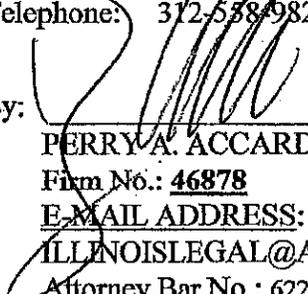
Hans A. Mast  
Law Offices of Thomas J. Popovich, P.C.  
3416 W Elm St  
McHenry IL 60050

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

E-MAIL ADDRESS:

ILLINOISLEGAL@ALLSTATE.COM

Attorney Bar No.: 6228720

Attorney for Defendant(s):

David Gagnon

Dulberg

TX Result Report

P 1  
11/03/2015 16:12  
Serial No. A4FKD11006400  
TC: 233782

Addressee	Start Time	Time	Prints	Result	Note
8777159317	11-03 16:10	00:01:35	003/003	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,  
 PPS:Page Separation TX, MIX:Mixd Original TX, CALL:Manual TX, CSAC:CSAC,  
 FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,  
 FCODE:F-code, RTX:Re-TX, RLV:Relay, MBI:Confidential, BUL:Bulletin, SIP:SIP Fax,  
 IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,  
 TEL: RX from TEL, NB: Other Error, Cont: Continue, No Ans: No Answer,  
 Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length over,  
 POWR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,  
 DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,  
 DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

STATE OF ILLINOIS  
 IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
 McHENRY COUNTY

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL

**APPEARANCE**

I HEREBY ENTER THE APPEARANCE OF

PAUL DULBERG

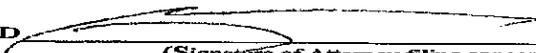
(Insert the name of the party for whom you are entering your appearance)

AND MY OWN AS

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> REGULAR COUNSEL   | <input type="checkbox"/> TRIAL COUNSEL             |
| <input type="checkbox"/> SPECIAL & LIMITED APPEARANCE | <input type="checkbox"/> SUBSTITUTE COUNSEL        |
| <input type="checkbox"/> PRO-SE                       | <input type="checkbox"/> COUNSEL IN FORCIBLE ENTRY |
| <input type="checkbox"/> ADDITIONAL COUNSEL           | <input type="checkbox"/> APPELLATE COUNSEL         |
| <input type="checkbox"/> GUARDIAN AD LITEM            | <input type="checkbox"/> COURT APPOINTED COUNSEL   |

AND AS (HIS) (HER) (THEIR) COUNSEL IN THE ABOVE ENTITLED CASE.

SIGNED



(Signature of Attorney filing appearance)

Name W. RANDAL BAUDIN II

W. RANDAL BAUDIN II

Printed Name

ARDC Number 6238991

Attorney for PAUL DULBERG

Address P.O. BOX 1678

City, State Zip CRYSTAL LAKE, IL 60039-1678

Phone (815) 814-2193

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>nd</sup> JUDICIAL CIRCUIT  
McHENRY COUNTY

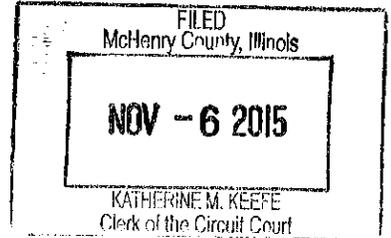
**PAUL DULBERG**

vs.

Case Number **12 LA 178**

**DAVID GAGNON, ET AL**

**APPEARANCE**



**I HEREBY ENTER THE APPEARANCE OF  
PAUL DULBERG**

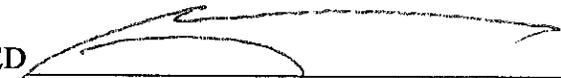
(Insert the name of the party for whom you are entering your appearance)

**AND MY OWN AS**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> REGULAR COUNSEL   | <input type="checkbox"/> TRIAL COUNSEL             |
| <input type="checkbox"/> SPECIAL & LIMITED APPEARANCE | <input type="checkbox"/> SUBSTITUTE COUNSEL        |
| <input type="checkbox"/> PRO-SE                       | <input type="checkbox"/> COUNSEL IN FORCIBLE ENTRY |
| <input type="checkbox"/> ADDITIONAL COUNSEL           | <input type="checkbox"/> APPELLATE COUNSEL         |
| <input type="checkbox"/> GUARDIAN AD LITEM            | <input type="checkbox"/> COURT APPOINTED COUNSEL   |

**AND AS (HIS) (HER) (THEIR) COUNSEL IN THE ABOVE ENTITLED CASE.**

SIGNED



(Signature of Attorney filing appearance)

Name **W. RANDAL BAUDIN II**

**W. RANDAL BAUDIN II**

Printed Name

ARDC Number **6238991**

Attorney for **PAUL DULBERG**

Address **P.O. BOX 1678**

City, State Zip **CRYSTAL LAKE, IL 60039-1678**

Phone **(815) 814-2193**

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. CLERK

PAUL DULBERG,

Plaintiff(s),

CASE NO.: 12 LA 178

AMOUNT CLAIMED: \$50,000

vs.

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

Defendant(s).

**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 60601-1097  
Telephone: 312-558-9821

By: \_\_\_\_\_

PERRY A. ACCARDO

Firm No.: **46878**

Attorney Bar No.: 6228720

Attorney for Defendant(s):

David Gagnon



Binding Mediation Award

Paul Dulberg )

v. )

David Gagnon )

ADR Systems File # 33391BMAG

On December 8, 2016, the matter was called for binding mediation before the Honorable James P. Etchingham, (Ret.), in Chicago, IL. According to the agreement entered into by the parties, if a voluntary settlement through negotiation could not be reached the mediator would render a settlement award which would be binding to the parties. Pursuant to that agreement the mediator finds as follows:

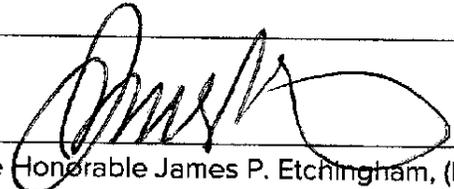
Finding in favor of: Paul Dulberg

Gross Award: \$ 660,000.

Comparative fault: 15 % (if applicable)

Net Award: \$ 561,000

Comments/Explanation	<u>Medical</u>	<u>\$ 60,000.</u>
	<u>Future medical</u>	<u>\$ 200,000.</u>
	<u>Lost wage</u>	<u>\$ 250,000.</u>
	<u>PIS</u>	<u>75,000.</u>
	<u>LNL</u>	<u>75,000.</u>

  
The Honorable James P. Etchingham, (Ret.)



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 conduction 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

**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
<b>Median.R</b>						
Wrist	3.9 ms	9.1 mV				
Elbow	8.8 ms	6.1 mV	Wrist-Elbow	4.9 ms	255 mm	52 m/s
<b>Ulnar.R</b>						
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
<b>Median.R</b>	3.8 ms	30.9 ms
<b>Ulnar.R</b>	2.9 ms	27.3 ms

**Sensory Nerve Conduction:**

Nerve and Site	Onset Latency	Peak Latency	Amplitude	Segment	Latency Difference	Distance	Conduction Velocity
<b>Median.R</b>							
Digit II (index fing)	2.3 ms	2.9 ms	22 $\mu$ V	Wrist-Digit II (index finger)	2.3 ms	130 mm	57 m/s
<b>Ulnar.R</b>							
Digit V (little fing)	2.0 ms	2.6 ms	28 $\mu$ V	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.

CICERO, FRANCE, BARCH & ALEXANDER, P.C.

A Professional Corporation  
Attorneys at Law  
6323 EAST RIVERSIDE BOULEVARD  
ROCKFORD, ILLINOIS 61114

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

COPY

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

---

CHANTEL R. BIELSKIS  
ANDREW T. SMITH

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.



Dulberg 003136

Very truly yours,

A handwritten signature in black ink, appearing to read 'RAB', with a stylized flourish extending to the right.

RONALD A. BARCH

RB:mj\44ltr.OC

Encl.

CC Tom Malatia (13-2779-11)



**Binding Mediation Agreement  
ADR Systems File # 33391BMAG**

**Revised for Special Billing**

**I. Parties**

- A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II
- B. David Gagnon, by attorney, Shoshan Reddington

**SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.**

**II. Date, Time and Location of the Binding Mediation**

Date: Thursday, December 8, 2016  
Time: 1:30 P.M.  
Location: ADR Systems of America, LLC  
20 North Clark Street  
Floor 29  
Chicago, IL 60602  
Contact: Alex Goodrich  
312-960-2267

**III. Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

**A. Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

## B. Amendments to the Agreement

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes **MUST** be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

## C. Pre-Hearing Submission

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

## D. Evidentiary Rules

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
  - a. Medical records and medical bills for medical services;
  - b. Bills for drugs and medical appliances (for example, prostheses);
  - c. Property repair bills or estimates;
  - d. Reports of lost time from employment, and / or lost compensation or wages;
  - e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
  - f. Photographs;
  - g. Police reports;
  - h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
  - i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

- a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and
  - b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.
3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**
  4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016**.
  5. The items are considered delivered as of the date that one of the following events occur:
    - a. If mailed, by the date of the postmark;
    - b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
    - c. The date transmitted by facsimile or email.
  6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

If emailing Submissions, please send to [submissions@adrsystems.com](mailto:submissions@adrsystems.com), however, please do not send anything over 50 pages, including exhibits.

The Honorable James P. Etchingham, (Ret.) (Mediator)  
C/O ADR SYSTEMS  
20 North Clark Street  
Floor 29  
Chicago, IL 60602

Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)  
BAUDIN LAW GROUP  
304 McHenry Avenue  
Crystal Lake, IL 60039

Shoshan Reddington, Esq. (Defense Attorney)  
LAW OFFICES OF STEVEN LIHOSIT  
200 N. La Salle Street  
Suite 2550  
Chicago, IL 60601

#### E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

#### F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
  - a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
  - b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **\$50,000.00**. Also, the maximum award to Paul Dulberg will be **\$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

#### IV. **Effect of this Agreement**

- A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

- B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

**V. Mediation Costs**

**A. ADR Systems Fee Schedule**

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is \$2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	\$390.00 (Non-refundable)
Mediator's Review Time	\$450.00 per hour
Session Time	\$450.00 per hour
Mediator's Decision Writing Time	\$450.00 per hour
Mediator's Travel Time (if any)	\$75.00 per hour

**B. Responsibility for Payment**

**\*\*Special Billing**

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.



3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. **\*\*Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.**

**VI. Acknowledgment of Agreement**

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.
- B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: \_\_\_\_\_  
 Paul Dulberg / Plaintiff Date

By: \_\_\_\_\_  
 Kelly N. Baudin / Attorney for the Plaintiff Date

By: \_\_\_\_\_  
 Randall Baudin, II / Attorney for the Plaintiff Date

By: \_\_\_\_\_  
 Shoshan Reddington / Attorney for the Defendant Date

ADR Systems File # 33391BMAG  
 ADR Systems Tax I.D. # 36-3977108  
 Date of Hearing: Thursday, December 8, 2016





DISCHARGE	
DATE	TIME

ACCOUNT NO. B11179-00323		ADMISSION DATE/TIME 06/28/11 02:46 PM		BY MXC	DIATION ROOM EDB -	ACC	SERVICE EMD	TYPE EDB	A1 1	A5 1	UNIT NO MEDICAL RECORD NO B0000109381
SEX M	PO 3	MS S	BIRTH DATE 03/19/70 41Y	BOC SEC NO 323-76-4001	CLERGY	AD N	OD	#CURV AT WORK	FIN CLASS L LIAB-MVA/M		
PATIENT NAME AND ADDRESS DULBERG, PAUL R 4606 HAYDEN CT ENGLISH (847) 497-4250 CELL# MCHENRY IL 60051-7918 *MCHENRY CNTY, IL						PATIENT EMPLOYER SHARP PRINTING 4606 HAYDEN CT (847) 497-4250 SELF EMP MCHENRY IL 60050					
PREVIOUS NAME						EMPLOYER					
QUARANTOR NAME AND ADDRESS DULBERG, PAUL R 4606 HAYDEN CT (847) 497-4250 SELF MCHENRY IL 60051-7918 CELL#						QUARANTOR EMPLOYER SHARP PRINTING 4606 HAYDEN CT (847) 497-4250 SELF EMP MCHENRY IL 60050					
BOC SEC NO 323-76-4001 PHI CONTACT: Y						RELATIVE 1 EMPLOYER					
EMERGENCY CONTACT / RELATIVE 1 DULBERG, HERBERT (847) 497-4250 4606 HAYDEN CT *FATHER MCHENRY IL 60051-7918 PHI CONTACT: Y						RELATIVE 1 EMPLOYER					
BOC SEC NO						RELATIVE 1 EMPLOYER					
EMERGENCY CONTACT 2 DULBERG, BARBARA (847) 497-4250 4606 HAYDEN CT *MOTHER MCHENRY IL 60051-7918 PHI CONTACT: Y						PATIENT ALTERNATE ADDRESS					
INSURANCE 1 PAUL DULBERG/ACCIDENT 1 601067 4606 HAYDEN CT JOHNSBURG IL 60051 DOB: 03/19/70 ACCIDENT DULBERG, PAUL R DOB: 99999 999999999 (847) 497-4250						INSURANCE 2					
INSURANCE 3 DOB:						INSURANCE 4 DOB:					
DIAGNOSIS/COMPLAINT						ATTENDING PHYSICIAN			PRIMARY CARE PHYSICIAN		
ER						FORD, APIWAT W			SEK, FRANK		
COMMENT						ADMITTING PHYSICIAN			ADDITIONAL PHYSICIAN		
						FORD, APIWAT W					

PRINCIPAL DIAGNOSIS

COMPLICATIONS AND COMORBIDITIES

PRINCIPAL PROCEDURE & DATE

OTHER PROCEDURES & DATE

STN: ERA

I CERTIFY THAT THE NARRATIVE DESCRIPTIONS OF THE PRINCIPAL AND SECONDARY DIAGNOSES & THE MAJOR PROCEDURES PERFORMED ARE ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE

SIGNATURE \_\_\_\_\_ M D DATE \_\_\_\_\_

Dulberg 003144



B1117900323  
 DULBERG, PAUL R  
 M 41Y 03/19/1970  
 06/28/2011  
 0000109381

CentegraHealthSystem

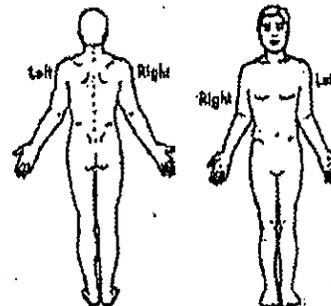
ADMISSION ASSESSMENT

Do you currently have pain?  Yes <sup>9-10</sup> (1-10)  No If yes, is it  Chronic  New Onset  
 Type of pain:  Burning  Dull Pressure  Cramping  Heavy  Sharp  Achy  
 Other: \_\_\_\_\_  
 Pain Scale used:  Wong Baker  FLACC  Numeric

ALCOHOL INTAKE:  Never  Occasionally  DAILY  
 Type: \_\_\_\_\_ Amount: \_\_\_\_\_ Last Drink: \_\_\_\_\_  
 STREET/REC DRUGS:  Never  Occasionally  DAILY  
 Type: \_\_\_\_\_ Amount: \_\_\_\_\_ Last Used: \_\_\_\_\_  
 TOBACCO HISTORY:  Never  Occasionally  DAILY  
 Type: 1 PK/D Amount: \_\_\_\_\_ Date Quit: \_\_\_\_\_

Mark drawing with number:

1. Abrasion
2. Amputation
3. Avulsion
4. Bleeding
5. Burn
6. Bruise
7. Deformity
8. Fracture
9. GSW
10. Hematoma
11. Laceration
12. Pain
13. Stab wound
14. Foreign body
15. Pressure ulcer
16. Leg ulcer



Neurological  NA  
 LOC  Yes  No  
 Conscious  Unconscious  
 Alert  Oriented X 3  
 Crying  Lethargic  MAE  
 Slurred speech  
 Irritable  
 Combative  
 Pupils  NA  PERL R L  
 Reactive    
 Sluggish    
 Fixed    
 Nonreactive    
 Pupil size  
 AVPU  A  V  P  U  
 GCS: \_\_\_\_\_

Cardiac/Circulatory:  NA  
 Pink  Warm  Dry  Cool  
 Hot  Flushed  Diaphoretic  
 Dusky  Ashen  Jaundice  
 Pale  Clammy  Cyanotic  
 RADIAL PULSES R L  
 Present    
 Absent    
 PEDAL Present:    
 Absent    
 Cap Refill  <2Sec  >2 Sec  
 Ankle edema  Yes  No  
 Monitor: \_\_\_\_\_

Lung Sounds  NA R L  
 Clear    
 Rales    
 Wheezing    
 Rhonchi    
 Diminished    
 Absent

EENT:  NA  Denies  
 VISUAL ACUITY  NA  
 L: \_\_\_\_\_ R: \_\_\_\_\_

Correction  No Correction  
 Ear Drainage:  Yes  No  
 Describe:  
 Epistaxis:  NA R L  
 Controlled    
 Uncontrolled

THROAT:  
 Diff. swallowing  
 Diff. speaking  
 Drooling

GI/Abdominal:  NA  Denies  
 Soft  Distended  Firm  
 Nontender  Tender  
 Bowel sounds:  Present  Absent  
 Hypoactive  Hyperactive  
 Last BM: \_\_\_\_\_  
 Diarrhea x \_\_\_\_\_  Denies  
 Vomiting x \_\_\_\_\_  Denies  
 Nausea  Yes  No  
 Last oral intake: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Genito-Urinary:  NA  Denies  
 URINARY  NA  
 Frequency  Pain  
 Hematuria  Incontinent  
 Unable to void  CUD  
 VAGINAL/PENILE  NA  
 Discharge  Bleeding  
 Character: \_\_\_\_\_  
 Amount: \_\_\_\_\_

FALL RISK ASSESSMENT

Medically unsafe to be independently mobile  
 Unaware or forgetful of physical limitations  
 Recent history of falls  
 ANY POSITIVE ANSWER INDICATES ENHANCED FALL RISK  No risks noted

(155) Pt accompanied to ED by co-worker for laceration of chin and 40 (R) forearm. Pt out to Xray (1505), Pt placed in ERT #18, Dr Ford at 1520 (1523) Pt medicated as ordered. Wound irrigated and cleaned. Dr Ford to Xray (1713) Dr instructions to pt. All questions addressed. Pt verbalized understanding.

Associate Signature/Initials: WSP/ABD Associate Signature/Initials: \_\_\_\_\_



B1117900323  
 DULBERG, PAUL R  
 M 41Y 03/19/1970  
 06/28/2011  
 0000109381

ADMISSION ASSESSMENT

Lab	MD/DO Order Time MD/DO Initials	Lab	MD/DO Order Time MD/DO Initial	Lab	MD/DO Order Time MD/DO Initial	Medical Imaging	MD/DO Order Time MD/DO Initial
<input type="checkbox"/> ABG		<input type="checkbox"/> PTT		<input type="checkbox"/> wound culture		<input type="checkbox"/> T Spine	
<input type="checkbox"/> Amylase		<input type="checkbox"/> RSV		<input type="checkbox"/>		<input type="checkbox"/> LS Spine	
<input type="checkbox"/> Blood Culture		<input type="checkbox"/> Salicylate				<input type="checkbox"/> Ultrasound-	
<input type="checkbox"/> BMP		<input type="checkbox"/> Sputum culture				<input type="checkbox"/> CT Scan-Brain	
<input type="checkbox"/> BNP		<input type="checkbox"/> Strap				<input type="checkbox"/> CT Scan-C Spine	
<input type="checkbox"/> CBC w/diff		<input type="checkbox"/> Trichomonas				<input type="checkbox"/> CT Scan-Chest	
<input type="checkbox"/> CMPL		<input type="checkbox"/> Troponin <input type="checkbox"/> POC		Other/Miscellaneous		<input type="checkbox"/> CT Scan-Chest PE	
<input type="checkbox"/> D. Dimer		<input type="checkbox"/> Tylenol		<input type="checkbox"/> O <sub>2</sub>		<input type="checkbox"/> CT Scan-Abd/Pelvis	
<input type="checkbox"/> Digoxin Level		<input type="checkbox"/> Type & screen		<input type="checkbox"/> EKG Time Acquired		<input type="checkbox"/> MRI	
<input type="checkbox"/> ETOH		<input type="checkbox"/> Type & cross		Time Read		<input type="checkbox"/> FAST Scan	
<input type="checkbox"/> GC/Chlamydia		of units		<input type="checkbox"/> EKG Time Acquired		<input type="checkbox"/> ED Preg Ltd US	
<input type="checkbox"/> Hepatic Panel		<input type="checkbox"/> UA		Time Read		<input type="checkbox"/> ED Preg follow up US	
<input type="checkbox"/> HCG Qualitative		<input type="checkbox"/> UA/Reflex culture		Medical Imaging		<input type="checkbox"/> ED Pelvis Ltd US	
<input type="checkbox"/> HCG Quantitative		<input type="checkbox"/> Urine Culture		<input type="checkbox"/> Chest PA/Lat		<input type="checkbox"/> ED Abd Aorta US	
<input type="checkbox"/> Influenza Screen		<input type="checkbox"/> Urine Drug Screen		<input type="checkbox"/> Chest Port		<input type="checkbox"/> ED Doppler pelvis	
<input type="checkbox"/> Lipase		<input type="checkbox"/> Urine HCG		<input type="checkbox"/> C-Spine		<input type="checkbox"/> ED Venous Duplex Ext	
		<input type="checkbox"/> Pos <input type="checkbox"/> Neg <input type="checkbox"/> POC					
<input type="checkbox"/> MRSA		<input type="checkbox"/> Urine Dip <input type="checkbox"/> POC		<input type="checkbox"/> X-Table		<input type="checkbox"/> ED Trauma trans echo	
<input type="checkbox"/> PT		<input type="checkbox"/> Wet prep		<input type="checkbox"/> Pelvis		<input type="checkbox"/> ED Trauma abd ltd	

MD/DO Order Time & Initials	ORB	Start Time	Stop Time	IV Solution & Amount	Warm Y/N	Additives	Site	Cath Size	Rate	Amt Infused	Initials

Pt Height: 5'09" Pt Weight: 165 Allergies: NKDA

MD/DO Order Time & Initials	ORB	Time Given	Stop Time	Pain Scale	Medication/Order	Dosage	Route	Site	Initials	Time	Effects	Pain Scale	Initials
<i>[Handwritten]</i>		<i>[Handwritten]</i>		<i>[Handwritten]</i>									

Td 0.5mL  Tdap 0.5mL  TT 0.5mL Time: \_\_\_ Site: \_\_\_ RN: \_\_\_ Lot# \_\_\_ Exp \_\_\_ Mfr \_\_\_  VIS Given  
 Nursing Assessment and Medication Reconciliation Reviewed  
 Vitals Reviewed \_\_\_

Tech: \_\_\_\_\_ Initials: \_\_\_\_\_ Tech: *[Handwritten]* Initials: *[Handwritten]*  
 RN: *[Handwritten]* Initials: *[Handwritten]* Physician: *[Handwritten]* Initials: *[Handwritten]*  
 RN: *[Handwritten]* Initials: *[Handwritten]* Physician: \_\_\_\_\_ Initials: \_\_\_\_\_



B1117900323  
 DULBERG, PAUL R  
 M 41Y 03/19/1970  
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 0000109381

CentegraHealthSystem

EMERGENCY ADMISSION ASSESSMENT

Time	Blood pressure	Pulse	Resp	Temp	SpO2	O2	GCS E/V/M	Monitor	Intake	Output
							/ /			
							/ /			
							/ /			
							/ /			
							/ /			
							/ /			
Orthostatic Lying:		Sitting:		Standing:						

Treatments/Procedures:

- O<sub>2</sub> Therapy: \_\_\_\_\_  Intubated: \_\_\_\_\_  Respiratory treatment: \_\_\_\_\_ Neb Tx: \_\_\_\_\_  Cont Pulse Ox \_\_\_\_\_
  - Chest tube: \_\_\_\_\_  Time Out: \_\_\_\_\_  Eye irrigation: \_\_\_\_\_  Ear Irrigation: \_\_\_\_\_
  - NG tube # \_\_\_\_\_ @ \_\_\_\_\_ Character: \_\_\_\_\_  Gastric lavage: \_\_\_\_\_
  - Lumbar puncture: \_\_\_\_\_  Time Out: \_\_\_\_\_  See neuro assessment sheet
  - Pelyc exam: \_\_\_\_\_ Straight Cath/CUD @ \_\_\_\_\_  Bladder scan Amount: \_\_\_\_\_
  - Blood Glucose value: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_  Continuous Cardiac Monitoring
- Normal Values Age 60 or more (80-99 mg/dl), 13-60 yr. (75-99), 1 mo.-13 yr. (60-99) Critical Value less than 40 or more than 400  
 Normal Value: Age newborn to 1d (40-80 mg/dl) 1d-1 Mo. (50-99) Critical Value less than 40 or more than 200

- Wound Care: \_\_\_\_\_  Dressing: \_\_\_\_\_  Ortho Care: \_\_\_\_\_  Crutches
- Irrigation: 1 liter NS  Antibiotic \_\_\_\_\_  Ice Time: \_\_\_\_\_  Cast \_\_\_\_\_  Patient's own crutches
- Soak: \_\_\_\_\_  Adaptic \_\_\_\_\_  Elevate Time: \_\_\_\_\_  Sling \_\_\_\_\_  Crutch walking instr/ret demo
- Antiseptic Wash \_\_\_\_\_  4X4 \_\_\_\_\_  Splint: \_\_\_\_\_  Tubi Grip \_\_\_\_\_  Velcro Splint: \_\_\_\_\_
- Other: \_\_\_\_\_  Kling \_\_\_\_\_  Knee immobilizer: \_\_\_\_\_  Posterior mold: \_\_\_\_\_
- Tube gauze \_\_\_\_\_  Shoulder immobilizer \_\_\_\_\_  Location: \_\_\_\_\_
- Steristrip \_\_\_\_\_  Ace Wrap \_\_\_\_\_  Width: \_\_\_\_\_
- Isolation Type: \_\_\_\_\_  Burn dressing \_\_\_\_\_  SMV's after immobilization \_\_\_\_\_  Length: \_\_\_\_\_

- DISPOSITION:  Home  Jail  Nursing home/ECC  
 Other facility: \_\_\_\_\_  Expired  AMA  
 Mode:  W/C  Walk  Carry  Ambulance: \_\_\_\_\_  
 Other: \_\_\_\_\_  
 LEFT WITH:  Self  Family  Friend  Police  
 Discharge Instructions given-expresses understanding  
 Discharge Pain Level: 4 (0-10) GCS: 15 RTS: \_\_\_\_\_  
 Discharge by: W. DOBRO @ 1713

- Inpatient  Observation  Surgical
- Mode: \_\_\_\_\_ Time: \_\_\_\_\_ Accompanied by: \_\_\_\_\_
- ER hold from \_\_\_\_\_ to \_\_\_\_\_
- To unit/room # \_\_\_\_\_
- No old chart  Old chart in ED  Chart to floor
- Discharge Pain Level: \_\_\_\_\_ (0-10)  
 GCS: \_\_\_\_\_ RTS: \_\_\_\_\_
- Skin Integrity Intact  Yes  No (see documentation)

Discharge Vital Signs: \_\_\_\_\_

Discharge Summary: \_\_\_\_\_

RN: W. DOBRO Initials: WD RN: \_\_\_\_\_ Initials: \_\_\_\_\_  
 Tech: Rebecca Rotis Initials: RR



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 M 41Y 03/19/1970  
 06/28/2011  
 0000109381

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06  
**Centegra Health System**  
**EMERGENCY PHYSICIAN RECORD**  
**Upper Extremity Injury (4)**

DATE: 6/28/11 TIME: 1457  on arrival  
 ROOM: 18 EMS Arrival \_\_\_\_\_  
 EMS treatments ordered \_\_\_\_\_  
 HISTORIAN:  patient  spouse  paramedics  
 HX / EXAM LIMITED BY: \_\_\_\_\_

FOREARM / ELBOW  
 nml inspection  
 non-tender  
 nml ROM\*  
 ARM / SHOULDER  
 nml inspection  
 non-tender  
 nml ROM\*

*SOME LACERATION  
 (R) FOR BARM BELL*

see diagram  
 tenderness soft-tissue / bony \_\_\_\_\_  
 swelling / ecchymosis \_\_\_\_\_  
 limited ROM \_\_\_\_\_  
 deformity  \_\_\_\_\_  
 see diagram  
 tenderness soft-tissue / bony \_\_\_\_\_  
 swelling / ecchymosis \_\_\_\_\_  
 limited ROM \_\_\_\_\_  
 deformity \_\_\_\_\_

**HPI**

**chief complaint:** Injury to: right / left  
 hand wrist forearm elbow arm  
 shoulder collar-bone area

**duration / occurred:**  
 just prior to arrival \_\_\_\_\_  
 today \_\_\_\_\_  
 yesterday \_\_\_\_\_ days ago \_\_\_\_\_

**where:**  
 home school  
 neighbor's park  
 work street

**severity of pain:**  
 mild moderate severe worse / persistent since \_\_\_\_\_  
 pain intermittent / lasting \_\_\_\_\_

**context:** fall blow incised crushed burn

**associated symptoms:** tingling / numbness distally \_\_\_\_\_

**ROS**

suspected FB (skin lac) \_\_\_\_\_ trouble breathing / chest pain \_\_\_\_\_  
 loss feeling / power arms / legs \_\_\_\_\_ loss of bladder function \_\_\_\_\_  
 headache / neck pain \_\_\_\_\_ recent fever / illness \_\_\_\_\_  
 double vision / hearing loss \_\_\_\_\_ other injuries \_\_\_\_\_  
 nausea / vomiting \_\_\_\_\_  all systems neg except as marked

**SOCIAL HX** smoker  drug use / abuse \_\_\_\_\_  
 recent ETOH \_\_\_\_\_ lives alone \_\_\_\_\_  
 lives at home \_\_\_\_\_ lives in nursing home \_\_\_\_\_

**FAMILY HX** negative

**PAST HX**  negative R / L HANDED prior injury \_\_\_\_\_  
 diabetes Type 1 Type 2 diet / oral / insulin \_\_\_\_\_  
 HTN heart disease DISSECTION / DISC  
 Meds- none / see nurses note  
 Allergies- NKDA / see nurses note

Nursing Assessment Reviewed  Vitals Reviewed  Tetanus Immun. UTD

**PHYSICAL EXAM**  
**GENERAL APPEARANCE** c-collar (PTA / in ED) / backboard  
 no acute distress mild/moderate/severe distress \_\_\_\_\_  
 alert anxious \_\_\_\_\_

**EXTREMITIES**

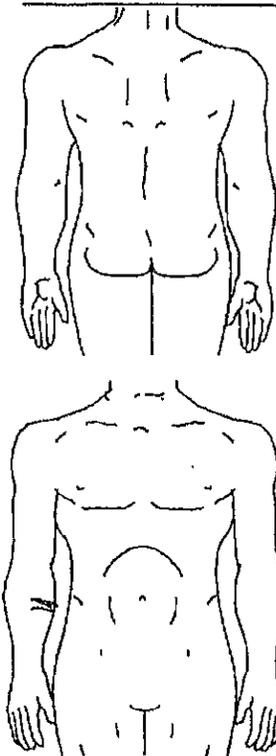
**HAND**  
 see diagram  
 nml inspection tenderness soft-tissue / bony \_\_\_\_\_  
 non-tender swelling / ecchymosis \_\_\_\_\_  
 deformity \_\_\_\_\_

**WRIST**  
 see diagram  
 nml inspection tenderness soft-tissue / bony \_\_\_\_\_  
 non-tender tenderness in anatomical snuff box \_\_\_\_\_  
 nml ROM\* wrist pain on axial thumb load \_\_\_\_\_  
 swelling / ecchymosis \_\_\_\_\_  
 limited ROM \_\_\_\_\_  
 deformity \_\_\_\_\_

T=Tenderness PtT=Point Tenderness S=Swelling E=Ecchymosis U=Burn C=Contusion  
 L=Laceration A=Abrasion M=Muscle spasm PW=Puncture Wound  
 (S= without m=mild mod=moderate sv=severe)  
 Example: Tsv = Tenderness on palpation (severe)

**NEURO / VASC / TENDON**

sensation intact sensory / motor deficit \_\_\_\_\_  
 motor intact \_\_\_\_\_  
 no vascular \_\_\_\_\_  
 compromise pallor / cool skin / abnml cap refill \_\_\_\_\_  
 tendon function pulse deficit radial ulnar \_\_\_\_\_  
 normal deficit in tendon function \_\_\_\_\_



NMM Buss @ 571077000





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**SKIN**  
warm, dry \_\_\_\_\_  
diaphoretic / cool / cyanotic \_\_\_\_\_

**HEAD / ENT**  
tenderness \_\_\_\_\_  
swelling / ecchymosis \_\_\_\_\_  
nml inspection \_\_\_\_\_  
pharynx nml \_\_\_\_\_

**NECK / BACK**  
tenderness \_\_\_\_\_  
swelling / ecchymosis \_\_\_\_\_  
nml inspection \_\_\_\_\_  
non-tender \_\_\_\_\_

**RESPIRATORY**  
tenderness \_\_\_\_\_  
swelling / ecchymosis / abrasions \_\_\_\_\_  
crepitus / subcutaneous emphysema \_\_\_\_\_  
decreased breath sounds \_\_\_\_\_  
wheezes / rales / rhonchi \_\_\_\_\_  
tachycardia / bradycardia \_\_\_\_\_  
chest non-tender \_\_\_\_\_  
breath snds nml \_\_\_\_\_

**CVS**  
heart sounds nml \_\_\_\_\_

**GI (ABDOMEN)**  
tenderness / guarding \_\_\_\_\_  
non-tender \_\_\_\_\_  
no organomegaly \_\_\_\_\_  
nml bowel snds\* \_\_\_\_\_

**PROCEDURES**

Wound Description / Repair  
length 2.5 cm location R Forearm Belly  
linear \_\_\_\_\_ irregular \_\_\_\_\_ flap \_\_\_\_\_ stellate \_\_\_\_\_  
superficial \_\_\_\_\_ subcut \_\_\_\_\_ muscle \_\_\_\_\_ through-and-through \_\_\_\_\_  
contused tissue \_\_\_\_\_ lip laceration \_\_\_\_\_  
clean \_\_\_\_\_ contaminated \_\_\_\_\_ minimally \_\_\_\_\_ moderately / \*heavily \_\_\_\_\_  
with \_\_\_\_\_

distal NVT: neuro & vascular status intact no tendon injury  
anesthesia: local LET / tetracaine / adrenaline / cocaine 1.5 mL  
marcaine 0.25% 0.5% lidoc 1% 2% epi / bicarb digital / metacarpal block  
moderate sedation required; see attached 23d template

prep: SKIN PREP  
Betadine / scrub \_\_\_\_\_  
irrigated / washed w/ saline IL MAC debrided \_\_\_\_\_  
minimal / mod. / \*extensive \_\_\_\_\_ minimal / \*mod. / \*\*extensive \_\_\_\_\_  
wound explored \_\_\_\_\_ undetermined \_\_\_\_\_  
foreign material removed \_\_\_\_\_ minimal / mod. / \*extensive \_\_\_\_\_  
partially completely \_\_\_\_\_ \*wound margins revised \_\_\_\_\_  
minimal / mod. / \*extensive \_\_\_\_\_ multiple flaps aligned \_\_\_\_\_  
no foreign body identified

repair: Wound closed with: wound adhesive / steri-strips  
SKIN- # 11 4-0 nylon / Grolene staples  
interrupted \_\_\_\_\_ running \_\_\_\_\_ simple mattress (h/v) \_\_\_\_\_  
\*SUBCUT-# 3 4-0 (vicryl / chromic) \_\_\_\_\_  
interrupted \_\_\_\_\_ running \_\_\_\_\_ simple mattress (h/v) \_\_\_\_\_  
OTHER- # \_\_\_\_\_ -0 material \_\_\_\_\_  
interrupted \_\_\_\_\_ running \_\_\_\_\_ simple mattress (h/v) \_\_\_\_\_  
\*may indicate intermediate repair \*may indicate complex repair

splint Vekro OCl / Ortho-glass / Plaster Aluminum-foam  
Volar Thumb spica Ulnar Wrist Sugar-Tong Cock-up Colles  
applied by ED Physician / Orthopedist / Tech  
examined post splint application NV intact alignment good  
deformity reduced no compartment syndrome

sling \_\_\_\_\_  
nursemaid's elbow reduced with supination \_\_\_\_\_  
foreign body removed with forceps with incision \_\_\_\_\_  
closed reduction finger traps traction \_\_\_\_\_

Underline indicates organ system  
\* equivalent or minimum required for organ system

**XRAYS**  Interp. by me  Reviewed by me  Disc'd w/ radiologist  
R/L hand wrist forearm elbow humerus shoulder  
normal / NAD DJD  
 no fracture dislocation  
 nml alignment soft-tissue swelling  
 no foreign body positive anterior fat-pad sign  
positive posterior fat-pad sign  
foreign body  
fracture non-displaced displaced  
transverse oblique comminuted angulated  
impacted torus  
Other study: \_\_\_\_\_  
 See separate report

**PROGRESS**  
Time \_\_\_\_\_ unchanged \_\_\_\_\_ improved \_\_\_\_\_ re-examined \_\_\_\_\_  
Initial fracture care provided: follow-up on \_\_\_\_\_  
Rx given \_\_\_\_\_  
referred to / discussed with Dr. \_\_\_\_\_  
will see patient in: ED / hospital / office in \_\_\_\_\_ days

**CLINICAL IMPRESSION** Fall Alleged Assault  
Contusion R/L shoulder forearm wrist  
Hematoma arm elbow hand  
Sprain / Strain \_\_\_\_\_  
Dislocation \_\_\_\_\_  
Laceration \_\_\_\_\_  
Fracture R/L radius distal / shaft / proximal  
ulna distal / shaft / proximal / ulnar styloid  
humerus distal / shaft / proximal / supracondylar  
Colles fracture stabilized / restorative

DISPOSITION-  transferred  home  admitted  expired  
Time  AMA  
CONDITION-  good  fair  poor  critical  improved  
 stable  unchanged

**ATTENDING NOTE:**  
Resident / PA / NP's history reviewed, patient interviewed and examined.  
Briefly, pertinent HPI is: \_\_\_\_\_  
My personal exam of patient reveals: \_\_\_\_\_  
Assessment and plan reviewed with resident / midlevel. Lab and ancillary studies show: \_\_\_\_\_  
I confirm the diagnosis of: \_\_\_\_\_  
Care plan reviewed. Patient will need: \_\_\_\_\_  
Please see resident / midlevel note for details.

Paul Dulberg 9025  
Physician Signature RTI# turned care over at

Physician Signature RTI# assumed care at  
 Template Complete  Additional T-Sheet

Centegra Northern Illinois Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050  
(815) 344-5000

PAUL DULBERG was discharged on 06/28/2011 at 17:06 from the hospital. The following is a summary of the discharge instructions given to PAUL before discharge:

---

**This Information Is About Your Follow Up Care**

---

Call as soon as possible to make an appointment to see your doctor in 10 days for suture removal. You can reach your doctor by calling their clinic phone number.

Please return to the Emergency Department in 10 days for suture removal if you would prefer to have the sutures removed in the ER. We do recommend that you follow-up with your Primary Care Physician but you can return to the ER for removal of your stitches if you choose..

---

**This Information Is About Your Illness and Diagnosis**

---

**WOUND CARE** (with stitches)

---

**This is Information About Your New Medications - Start taking as prescribed.**

---

**HYDROCODONE and ACETAMINOPHEN** (Vicodin, Vicodin ES, Lortab, Lortab elixir, Zamilcet, Norco, Zydone, Anexsia, Anolor, Bancap HC).

one 10mg/325mg tablet every 4 to 6 hours if needed for pain. Do not take more than as directed per day (24 hours).

**CEFADROXIL** (Duricef)

500 mg by mouth 2 times a day for 5 days.

1. How are you and/or your family doing today?
2. Is your pain/or symptoms better today?
3. Did you understand your discharge instructions?
4. Are you following up with a Doctor?

**Centegra Northern Illinois Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050  
(815) 344-5000**

5. Comments:

Signature of nurse making phone call; \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

FORM GOES TO MEDICAL RECORDS



Legendary Italian Design and Performance

*Fuel/oil mix 50:1*

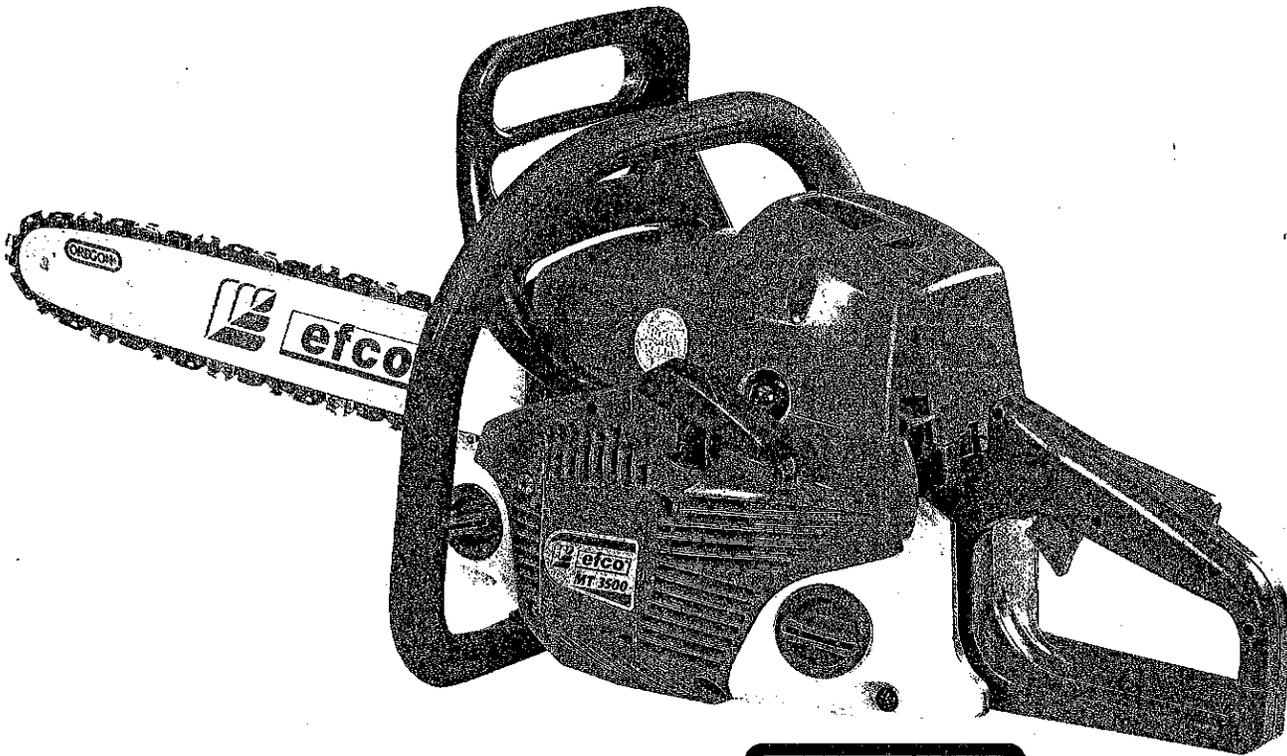
# MT 3500 (2.38 cu.in)

**en** OPERATOR'S INSTRUCTION MANUAL

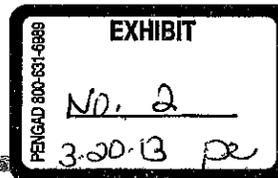
**fr** MANUEL D'UTILISATION ET D'ENTRETIEN

**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



*We care*

Quality Ethics Environment  
ISO 9001 - SA 8000 - ISO 14001



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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### TROUBLESHOOTING

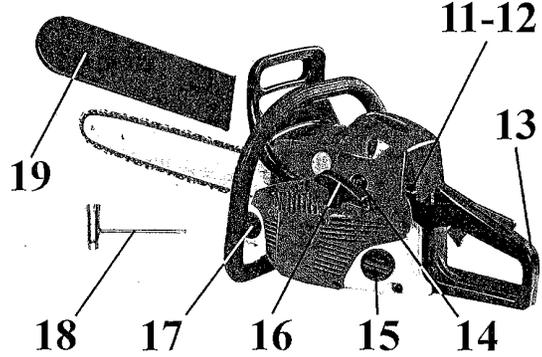
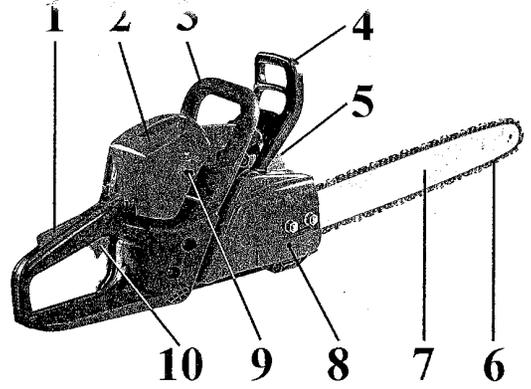
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**Chain Saw Components**

- |                                    |                         |
|------------------------------------|-------------------------|
| 1 - Throttle Trigger Lockout       | 11 - On/Off Switch      |
| 2 - Air Filter Cover               | 12 - Choke Lever        |
| 3 - Front Handle                   | 13 - Rear Handle        |
| 4 - Chain Brake Lever / Hand Guard | 14 - Purge Bulb         |
| 5 - Muffler                        | 15 - Fuel Tank Cap      |
| 6 - Chain                          | 16 - Starter Handle     |
| 7 - Guide Bar                      | 17 - Oil Tank Cap       |
| 8 - Guide Bar Adjusting Screw      | 18 - Combination Wrench |
| 9 - Carburetor Adjustment Screws   | 19 - Bar Cover          |
| 10 - Throttle Trigger              |                         |

**Understanding Safety Labels Symbols**



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)



Chain Oil



Chain Brake



Chain Brake ON



Chain brake OFF



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.



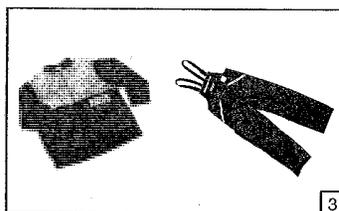
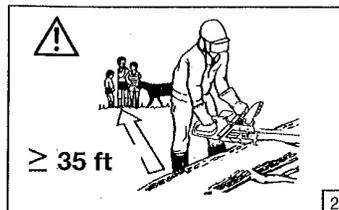
**WARNING:** Muffler surfaces are very hot during and after operation of the chain saw, keep all body parts away from the muffler. Serious burns may occur if contact is made with the muffler.



**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.

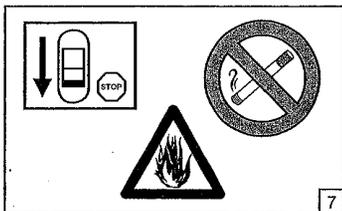


## Basic Safety Precautions

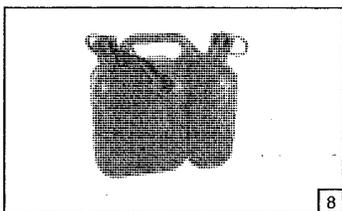
- Read this manual carefully until you completely understand and can follow all safety rules, precautions, and operating instructions before attempting to use the unit.
- Restrict the use of your saw to adult users who understand and can follow safety rules, precautions, and operating instructions found 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 inadvisable to cut other types of material.
- It is inadvisable to hitch tools or applications to the P.t.o. that are not specified by the manufacturer.



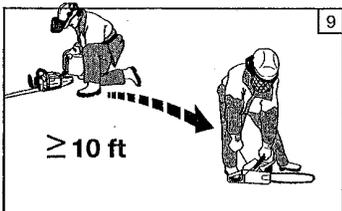
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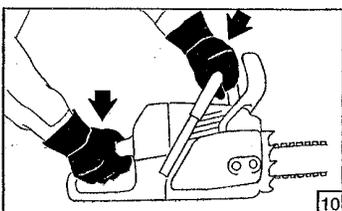
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**Fuel Handling**

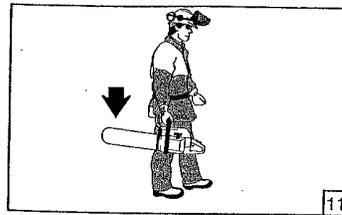
**! WARNING:** Gasoline is an extremely flammable fuel. Use extreme caution when handling gasoline or fuel mix. Do not smoke or bring any fire or flame near the fuel or the chainsaw (Fig. 7).

- 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.

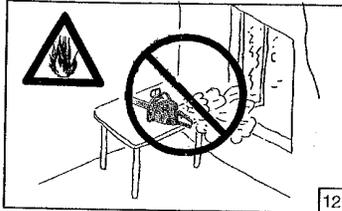
**Operation and Safety**

**! 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).

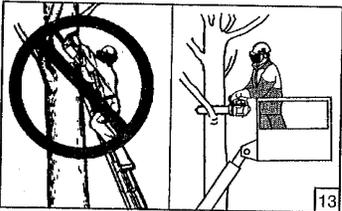
- Keep all parts of your body away from the saw chain when the engine is running.
- Always carry the chain saw with the engine stopped and chain brake engaged, the guide bar and saw chain to the rear, and the muffler away from your body. When transporting your chain saw, use the appropriate guide bar 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.



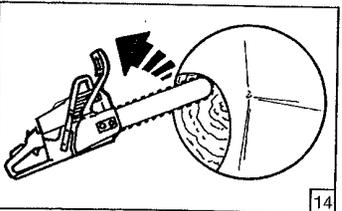
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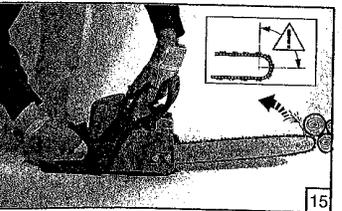
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- As an additional safety precaution, apply the chain brake prior to setting down the saw.
- Only use the chain saw in well-ventilated places, do not operate the chain saw in explosive or flammable atmospheres or in closed environments (Fig. 12). Beware 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.

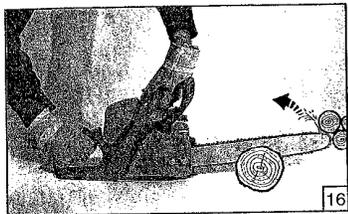
**Precautions Against Kickback**

**! 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:

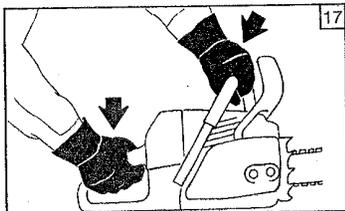
- Always begin cutting with the engine at full speed and the saw housing against wood.
- Use wedges made of plastic or wood. Never use metal to hold the cut open.

#### Reduce the Risk of Kickback

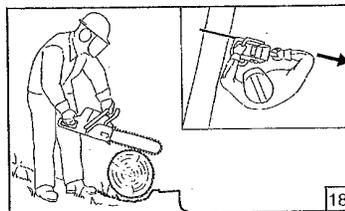


Recognize that kickback can happen. With a basic understanding of kickback, you can reduce the element of surprise which contributes to accidents.

- 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.



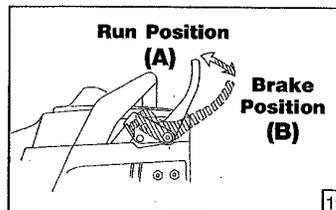
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#### Maintain Control (Fig.17-18)

- 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.



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- 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.

#### 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°



**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.

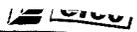


**WARNING: All chain saw service, other than items in the Operator's Manual maintenance instructions, have to be performed by competent chain saw service personnel. (If improper tools are used to remove the flywheel or clutch, or if an improper tool is used to hold the flywheel in order to remove the 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.

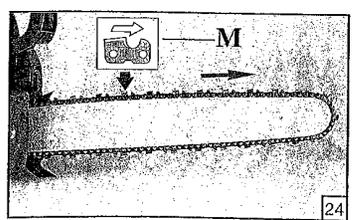
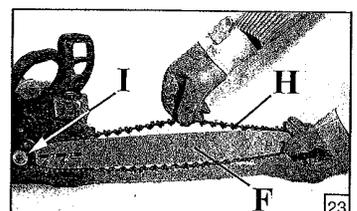
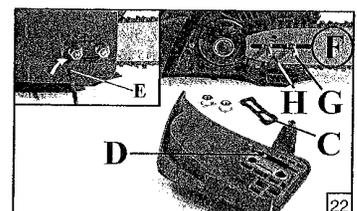
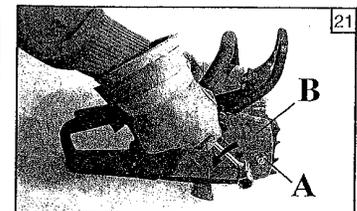
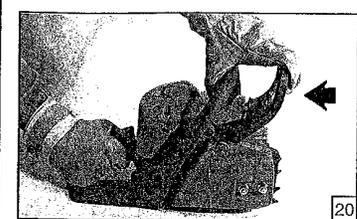


**WARNING: Use only accessories and replacement parts recommended.**



- 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.



**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.

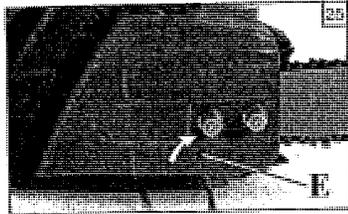
**CAUTION:** Severe damage can occur to the rim sprocket, clutch drum, guide bar and chain, if the chain is not correctly seated into the rim sprocket.

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.

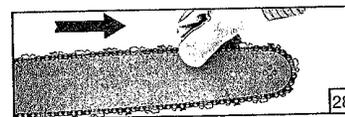
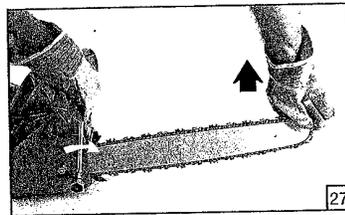
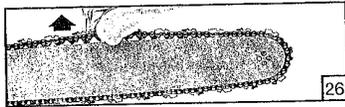
**NOTE:** If the clutch cover does not slide on freely, check that the chain brake is not engaged. To disengage chain brake with clutch cover removed, grasp clutch cover as shown in Fig. 20 and pull back on chain brake lever / hand guard.

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.



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.

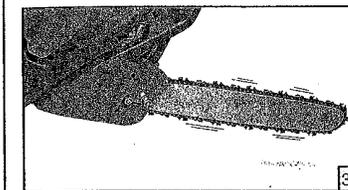
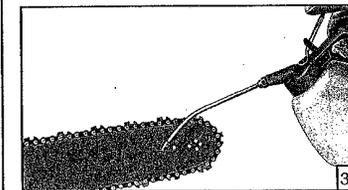
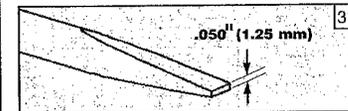
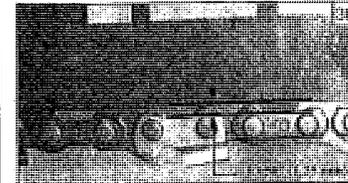
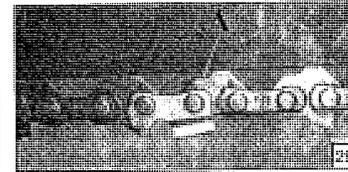


**WARNING:** Check the chain tension frequently when operating the chain saw. Never touch or adjust the chain while the motor is running. The saw chain is very sharp, always wear protective gloves when performing maintenance to the chain.

**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.



## 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.

## 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.

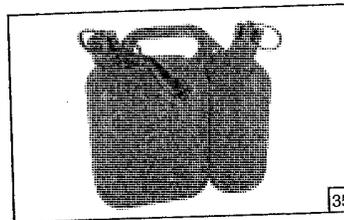


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### Bucking Spike

**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.



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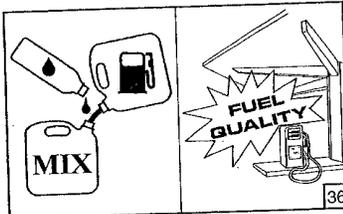
### Fueling (Do Not Smoke!) (Fig. 37)

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) Eco Two Cycle Engine Oil, which is specifically formulated for all Eco air-cooled two-stroke engines.

The correct oil / fuel proportions shown in the table below are suitable when using the Eco 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.



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**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.

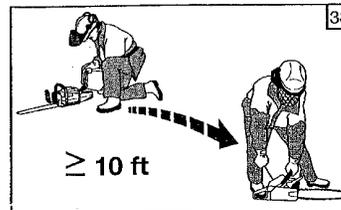
When using an Oxygenated Gasoline a good practice of Fuel Management is necessary. Gasoline Oxygenated with alcohol readily takes up water when it is present; the water may be condensed out of humid air or be a contaminant in the fuel system, including tank.

**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.



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### 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.

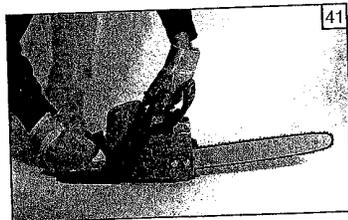
**CAUTION:** Never use waste oil. Always use biodegradable lubricant that is specific for bar and chain and that is better for the environment and chainsaw's parts.

**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.



40



41

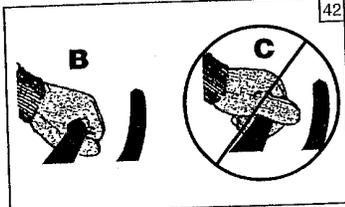
### Preparation for Cutting

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.

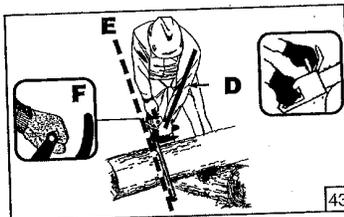


42

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).

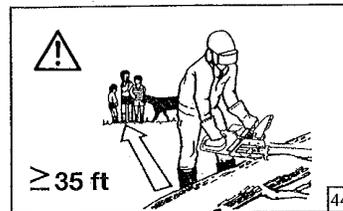


43

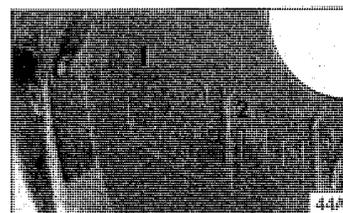
### Basic Cutting Procedure

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.

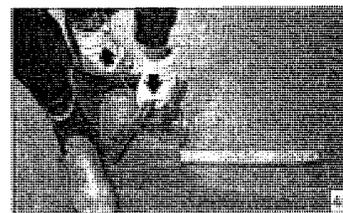
1. Take the proper stance in front of the wood with the saw idling.
2. Accelerate the engine to full throttle just before entering the cut by squeezing the throttle trigger.
3. Begin cutting with the saw against the log.
4. Keep the engine at full throttle the entire time you are cutting.
5. Allow the 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.



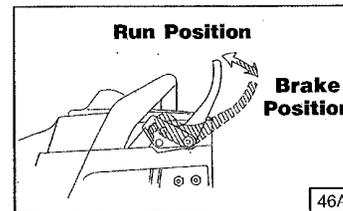
44



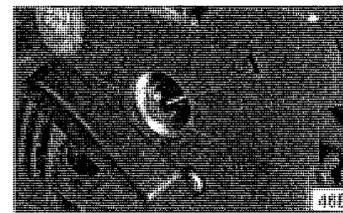
44A



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.

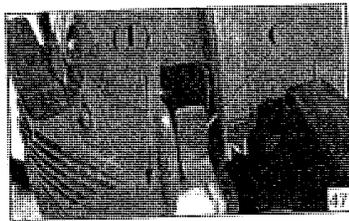
- Never allow children to operate your saw. Only allow others to use this chainsaw who have read this Operator's Manual or received adequate instructions for the safe and proper use of this chain saw.
- Keep everyone - helpers, bystanders, children, and animals a safe distance from the cutting area (Fig. 44). During felling operations, the safe distance should be at 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

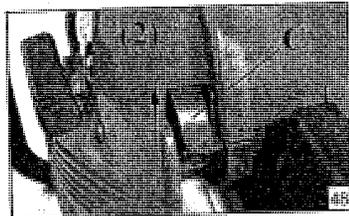


**WARNING:** Keep body to the left of the chain line. Never straddle the saw or chain, or lean over past the chain line. The chain brake must be engaged when starting the saw.

- 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).

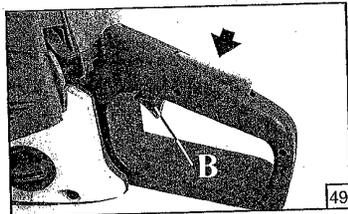


- Push the choke lever, (C, Fig. 47) - (2, Fig. 44A - pag. 21) fully down (1).
- Pull the starter rope a few times (3, Fig. 52A) until the first kick over of the engine is heard (no more than five (5) pulls). A new unit may require additional pulls.
- Move the choke lever, (C, Fig. 48) - (4, Fig. 52A) 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.

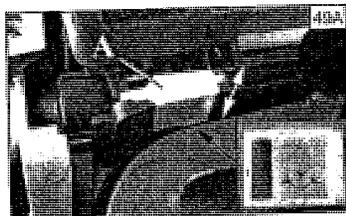
**NOTE - STARTING WARM ENGINE:**  
Follow above starting instructions, but do not use the Full Choke position for start up again. To set fast idle for warm engine starting, pull choke out completely and push back in to the original Run Position.



**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.

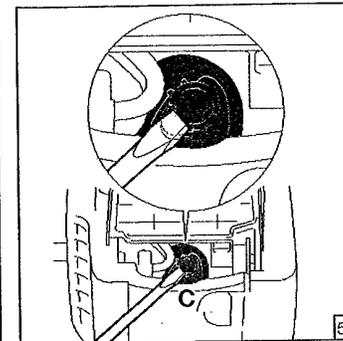
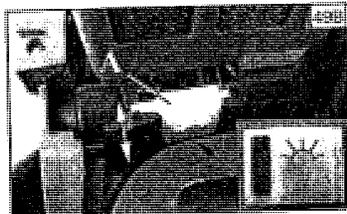
**WARNING:** Never start the saw engine without the bar, chain and clutch cover (chain brake) assembled - or else the clutch can come loose and cause personal injuries.



### 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 carburetor.

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.



### 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 switch 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 switch to I, the starting position.
  - Set the choke lever to warm start - even if engine is cold.
  - Now start the engine.

### 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.

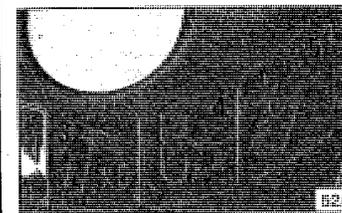
In the event that the "STOP" position of the switch will not function, pull the choke lever out to the fully extended position III / Full Choke, refer to Fig. 52 to stop the engine.

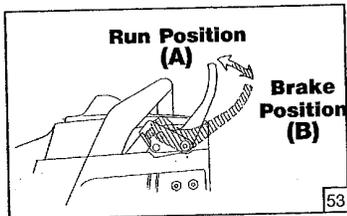
**CAUTION:** The chain contracts as it cools down. If it is not slackened, it could damage the crankshaft and bearings.



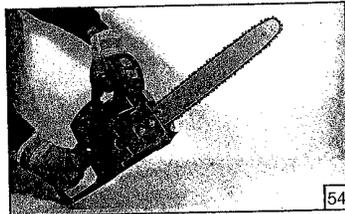
#### Pre-operation checking

**WARNING:** THE SAW CHAIN SHOULD NEVER TURN AT IDLE. Turn the idlespeedscrew "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.





53



54



55

### 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

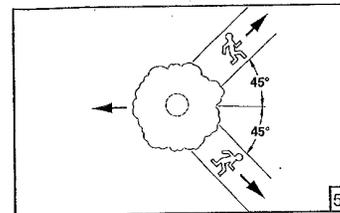
**WARNING:** Do not fell trees during periods of high wind or heavy precipitation.

**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.

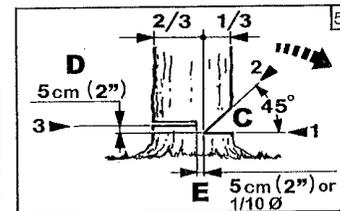
**WARNING:** Check the tree for damaged or dead branches that could fall and hit you during felling.



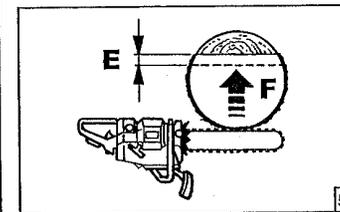
56



57



58



59



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**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!

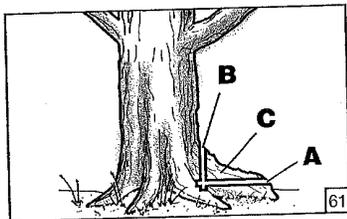
- Carefully plan your sawing operation in advance.
- Clear the work area. You need a clear area all around the tree so you can have secure footing.
- The chain saw operator should keep on the uphill side of the terrain as the tree is likely to roll or slide downhill after it is felled.
- Study the natural 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.



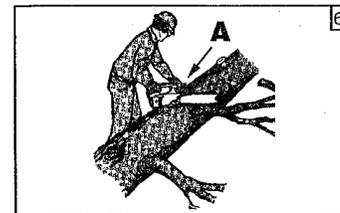
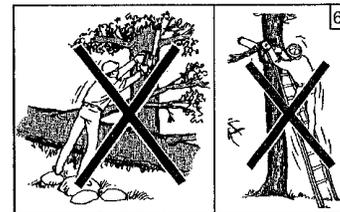
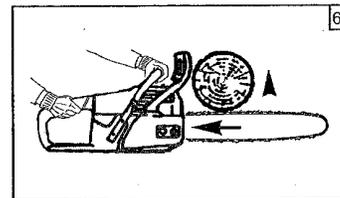
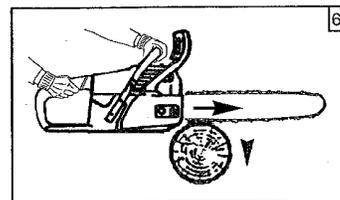
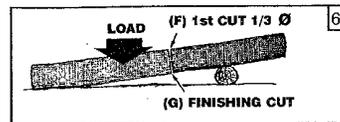
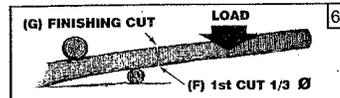
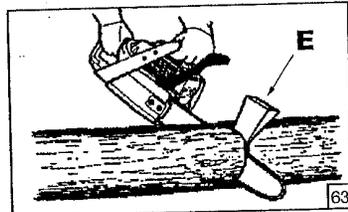
**WARNING:** If saw becomes pinched or hung in a log, don't try to force it out. You can lose control of the saw resulting in injury and/or damage to the saw. Stop the saw, drive a wedge of plastic or wood into the cut until the saw can be removed easily (E, Fig. 63). Restart the saw and carefully reenter 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.



#### 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

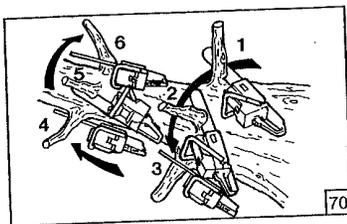


**WARNING:** Be alert for and guard against kickback. Do not allow the moving chain to contact any other branches or objects at the nose of the guide bar when limbing or pruning. Allowing such contact can result in serious injury.

- 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.

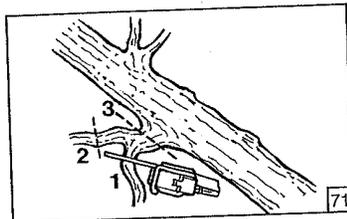


**WARNING:** Never climb into a tree to limb or prune. Do not stand on ladders, a log or in any position which can cause you to lose your balance or control of the saw.



### Limbing Operation (Fig. 70-71)

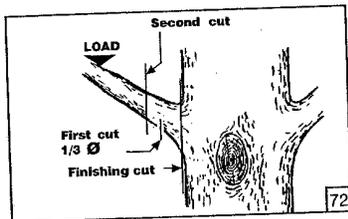
- Always limb a tree after it is cut down. Only then can limbing be done safely and properly.
- Leave the larger limbs underneath the felled tree to support the tree as you work.
- Start at the base of the felled tree and work toward the top, cutting branches and limbs. Remove small limbs with one cut.
- 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)

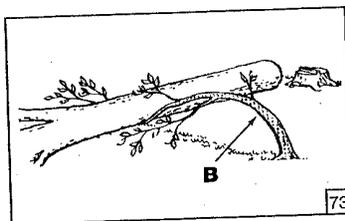
- When pruning trees it is important not to make the flush cut next to the main limb or trunk until you have cut off the limb further out to reduce the weight. This prevents stripping the bark from the main member.
- Underbuck the branch 1/3 through for your first cut, your second cut should overbuck 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.

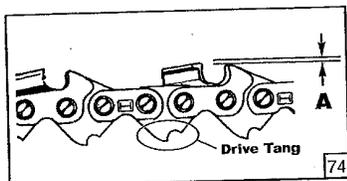


**WARNING:** Springpoles are dangerous and could strike the operator, causing the operator to lose control of the chain saw. This could result in severe or fatal injury to the operator.

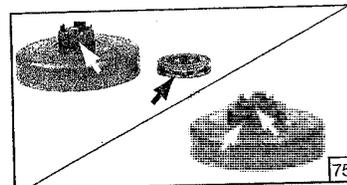
## Maintenance Chart

Please note that the following maintenance 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.

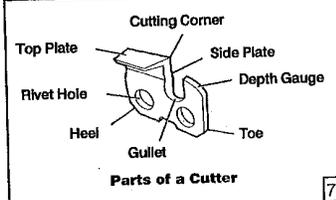
		Before Each Use	After Each Refueling Stop	After Finishing Daily Work	Weekly	Monthly	If Damaged or Faulty	As Required
Complete Machine	Inspect (Leaks, Cracks, and Wear)	X	X					
	Clean			X				
Controls (Ignition Switch, Choke Lever, Throttle Trigger, Trigger Interlock)	Check Operation	X	X					
	Chain Brake	X	X					
Fuel Tank	Clean and Oil				X			
	Check by Dealer						X	X
	Inspect (Leaks, Cracks, and Wear)	X	X					
Oil Tank	Clean					X		
	Inspect (Leaks, Cracks, and Wear)	X	X					
Fuel Filter	Clean				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
Flm 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 Muffler)	Inspect (Damage, and Wear)				X			
	Clean or Replace						X	X
All Accessible Screws and Nuts (not Adjusting Screws)	Inspect	X						
	Tighten				X			
Air Filter	Clean	X						
	Replace						X	Every 6 Months
Cylinder Flns	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



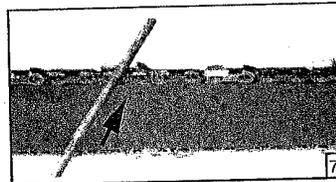
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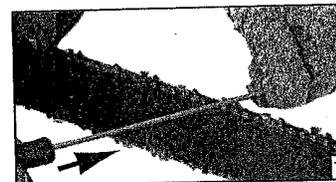
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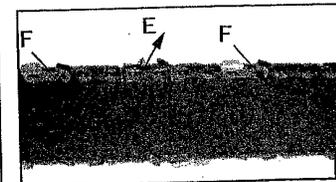
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77



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.

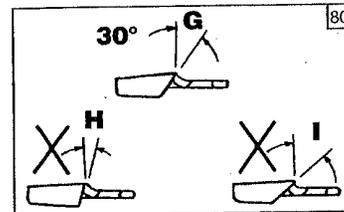
1. Wear gloves for protection. Tighten the chain tension enough that the chain does not wobble. Do all of your filing at the mid-point of the bar. See Operation-Chain Tension.
2. Use a 3/16" diameter round file and holder.
3. Keep the file level with the top plate of the tooth as shown in Fig. 77. Do 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.



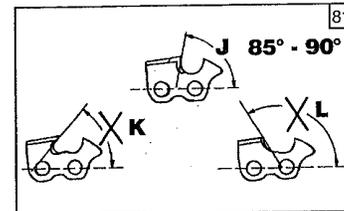
**CAUTION:** Dull or improperly sharpened chain can cause excessive engine speed during cutting which may result in severe engine damage.



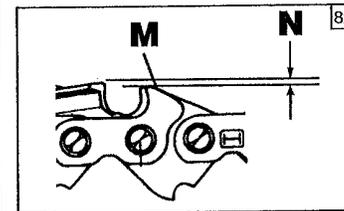
**WARNING:** It is absolutely essential to comply with the angles and dimensions specified below. If the saw chain is incorrectly sharpened - and in particular if the depth gauge is set too low - there is a risk of increased kickback of the chainsaw, with resulting risk of injury. Failure to replace or repair damaged chain can cause serious injury. The saw chain is very sharp, always wear protective gloves when performing maintenance to the chain.



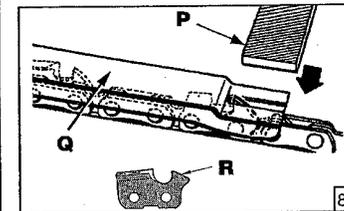
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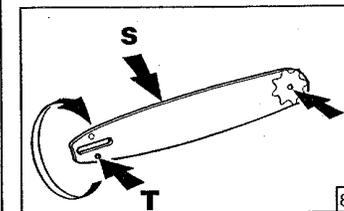
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82



83



84

## 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

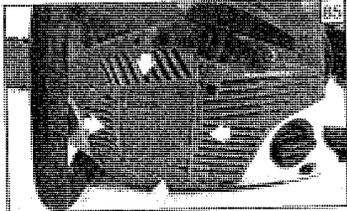
Every day of use, reverse the guide bar on the saw to distribute the wear for maximum bar life (see Fig. 84). The bar should be cleaned every day of use and checked for wear and damage. Feathering or burring of the bar rails is a normal process of bar wear. Such faults should be smoothed with a file 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 Tamale Shooting



### 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

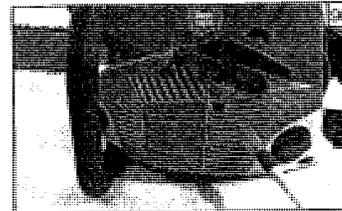
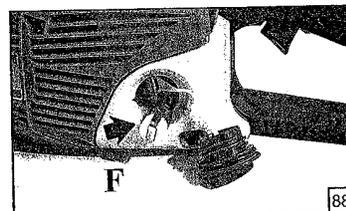
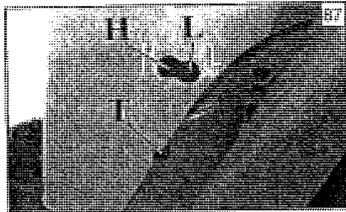
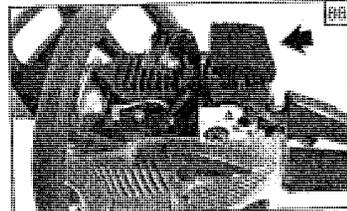


**WARNING:** Do not clean filter in gasoline or other flammable solvent to avoid creating a fire hazard or producing harmful evaporative emissions.

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.



### Starter Unit

Use a brush to keep the cooling vents of the starter assembly free and clean of debris (Fig. 90).



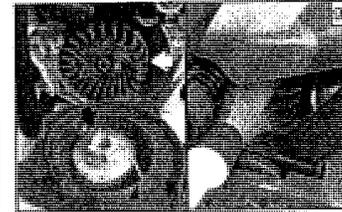
**WARNING:** The coil spring is under tension and could fly apart causing serious injuries. Never try to disassembly or modify it.

### 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.

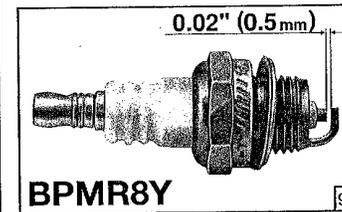


### Spark Plug

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.

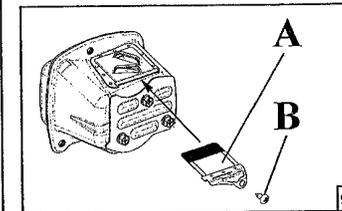


**WARNING:** A faulty or altered spark arrester system screen can create a fire hazard.

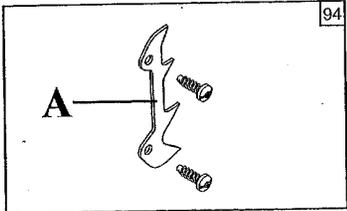
Through normal use the screen can become dirty and should be inspected weekly and cleaned as required.

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.



Dainberg-003168

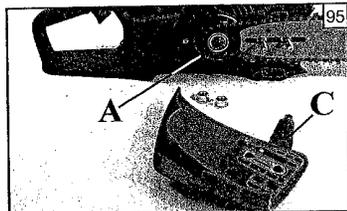


- Reassemble components in reversed order of removal.

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).

**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  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). 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. 2. Air filter dirty. 3. Spark arrester screen dirty. 4. Carburetor requires "H" (High jet) adjustment.	1. Use fresh fuel and the correct 2-cycle oil mix. 2. Clean per instruction in Maintenance-Air Filter Section. 3. Clean per instructions in Maintenance-Spark Arresting Muffler Section. 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. 2. Chain tension too tight. 3. Oiler function.	1. Oil tank should be filled every time that fuel tank is filled. 2. Tension chain per instructions in Operation-Chain Tension section. 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	1. Chain brake engaged. 2. Chain tension too tight. 3. Guide bar and chain assembly. 4. Chain and/or guide bar damaged. 5. Clutch drum and/or rim sprocket damaged.	1. Release chain brake, see Operation-Chain Brake Section. 2. Tension chain per instructions in Operation-Chain Tension section. 3. Refer to Assembly-Assembling the Bar and Chain Section. 4. Refer to Maintenance-Chain and/or Maintenance-Guide Bar Section. 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)

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.

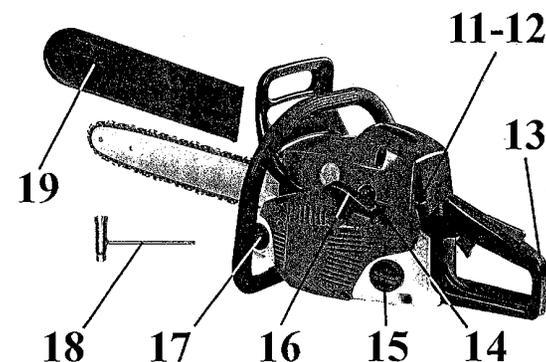
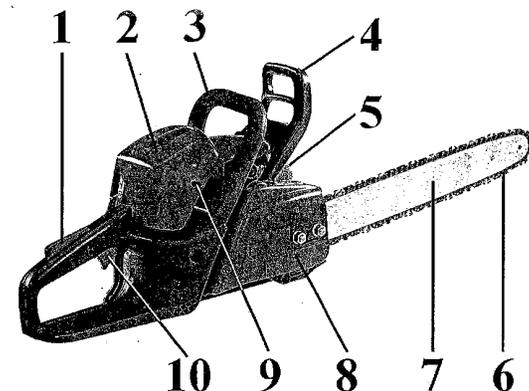


**AVERTISSEMENT :** Afin de garantir un fonctionnement correct et en toute sécurité de la tronçonneuse, il est recommandé de toujours conserver le manuel de l'utilisateur à proximité de la machine. Ne prêtez ou ne louez jamais votre tronçonneuse sans fournir le présent manuel d'utilisation et d'entretien.



**AVERTISSEMENT :** Seules les personnes ayant intégralement compris le présent manuel sont habilitées à utiliser votre tronçonneuse.

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**Composants de la tronçonneuse**

- |   |  |
|---|--|
| 1 - Gâchette de verrouillage des gaz                  | 10 - Gâchette des gaz                  |
| 2 - Couvercle de filtre à air                         | 11 - Interrupteur Marche/Arrêt         |
| 3 - Poignée avant                                     | 12 - Levier de l'étrangleur            |
| 4 - Levier de frein de chaîne /<br>Protecteur de main | 13 - Poignée arrière                   |
| 5 - Silencieux d'échappement                          | 14 - Poire d'amorçage                  |
| 6 - Chaîne  | 15 - Bouchon du réservoir de carburant |
| 7 - Guide-chaîne                                      | 16 - Poignée de lanceur                |
| 8 - Vis de réglage de guide-chaîne                    | 17 - Bouchon du réservoir d'huile      |
| 9 - Vis de réglage du carburateur                     | 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)

## Réglementations nationales et locales

Votre tronçonneuse est équipée d'un silencieux d'échappement à limiteur de température, d'un pare-étincelles et d'un cramon 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.



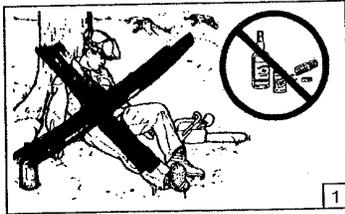
**AVERTISSEMENT:** les surfaces du silencieux deviennent très chaudes en cours de fonctionnement et après arrêt de la tronçonneuse; tenez-vous à distance du silencieux. Tout contact avec le silencieux peut entraîner de graves brûlures.



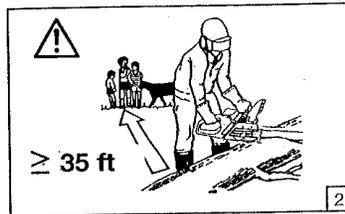
**AVERTISSEMENT:** L'exposition aux vibrations générées lors de l'utilisation d'outils à moteurs thermiques peut entraîner des lésions vasculaires ou nerveuses au niveau des doigts, des mains et des poignets chez les personnes sujettes à des troubles de la circulation ou à des phénomènes de tuméfactions 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 douloureux, 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.



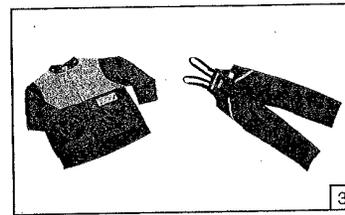
**AVERTISSEMENT:** Les vapeurs d'échappement du moteur de ce produit contiennent des substances chimiques que l'état de Californie a reconnues à l'origine de cancers, d'anomalies congénitales ou d'autres troubles de la reproduction. Utilisez votre tronçonneuse en extérieur, exclusivement dans une zone bien ventilée.



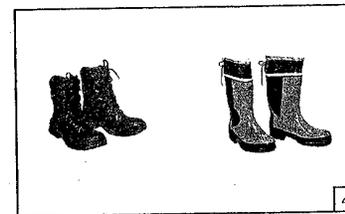
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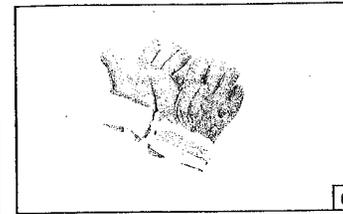
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### Précautions de base

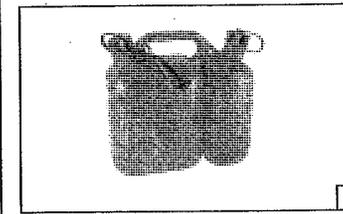
- Lisez attentivement le présent manuel jusqu'à ce que vous ayez intégralement compris les règles de sécurité, les mesures de précaution et les instructions relatives au fonctionnement, et que soyez en mesure de les appliquer avant toute utilisation de la machine.
- Limitez l'utilisation de la tronçonneuse 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 percussive 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 prétez 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.



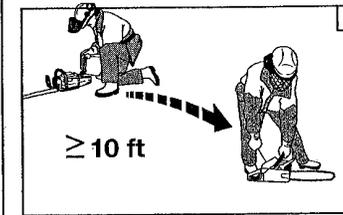
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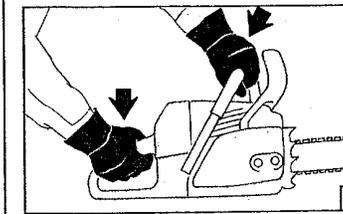
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- Il est fortement déconseillé de raccorder à la prise de force de la tronçonneuse tout outil ou accessoire non spécifié par le fabricant.

### Manipulation du carburant

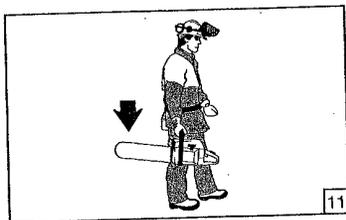
**AVERTISSEMENT :** L'essence est un carburant hautement inflammable. Manipulez l'essence ou le mélange de carburant avec une extrême précaution. Ne fumez pas ou ne produisez pas de source de flamme à proximité du carburant ou de la tronçonneuse (Fig. 7).

- 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.
- Dévissez 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.
- Entrez 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.
- Entrez 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.

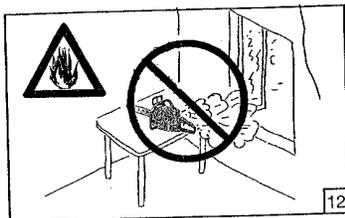
### Fonctionnement et sécurité

**AVERTISSEMENT :** Tenez toujours la tronçonneuse à deux mains lorsque le moteur tourne. Enserrez fermement les poignées de la tronçonneuse entre les doigts et le pouce (Fig. 10).

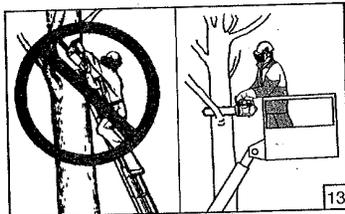
- Tenez toutes les parties du corps à distance de la chaîne lorsque le moteur tourne.
- Transportez toujours la tronçonneuse moteur coupé et frein de chaîne engagé, en plaçant le guide-chaîne et la chaîne vers l'arrière, et le silencieux d'échappement à distance de votre corps. Transportez toujours la 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.



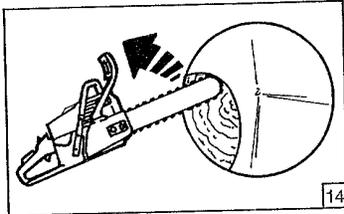
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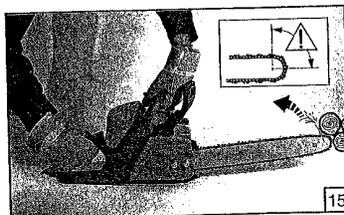
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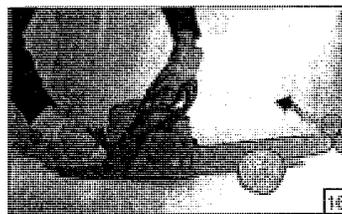
- **N'utilisez jamais la tronçonneuse d'une seule main !** Une telle manipulation peut blesser gravement l'utilisateur ou les personnes se tenant dans la zone de travail. **Une tronçonneuse s'utilise à deux mains.**
- Avant de démarrer le moteur, vérifiez que la chaîne n'est en contact avec aucun objet. Ne tentez jamais de démarrer la tronçonneuse avec le guide-chaîne 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

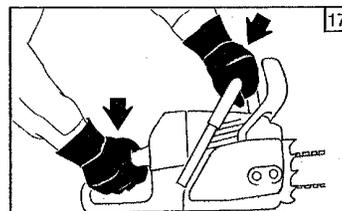


**AVERTISSEMENT:** Évitez tout phénomène de rebond pouvant entraîner de graves blessures. L'effet de rebond consiste en un mouvement brusque vers l'arrière, vers le haut ou vers l'avant du guide-chaîne se produisant lorsque la zone de la chaîne située à l'extrémité supérieure du guide-chaîne entre en 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.

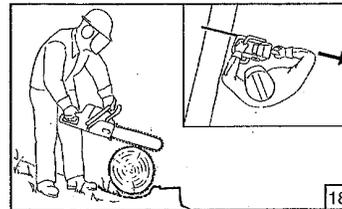
- **Le rebond par rotation** peut se produire lorsque la chaîne en mouvement entre en contact avec un objet au niveau de l'extrémité supérieure du guide-chaîne. Ce contact peut entraîner la chaîne à s'enfoncer dans l'objet, ce qui a pour effet de stopper la chaîne pendant un instant. Cet arrêt de la chaîne génère une réaction 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.



16



17



18

- **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.

#### 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 contrôle 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.

- 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 cm<sup>3</sup> 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 rype 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

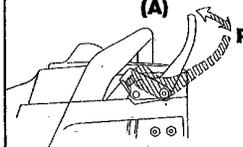
Les freins de chaîne sont conçus pour stopper rapidement la rotation de la chaîne. Lorsque le levier de frein de chaîne / protecteur de main est poussé vers le guide, la chaîne doit s'arrêter immédiatement. **Un frein de chaîne ne permet pas d'empêcher le rebond.**

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.

#### Position Fonctionnement

(A)



Position  
Frein  
(B)

19



**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 PROTÈGERA 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. Rappelez 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 votre tronçonneuse Efco d'un guide-chaîne arqué. Le risque de rebond est accru 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.

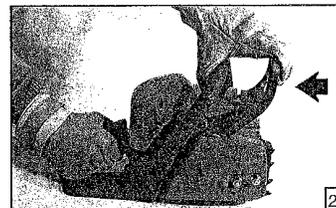


**AVERTISSEMENT:** Utilisez exclusivement des accessoires et des pièces de rechange préconisés.

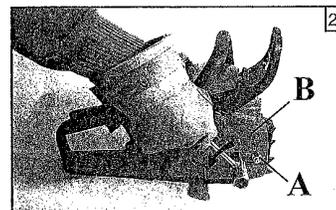
- Ne touchez jamais la chaîne ou n'effectuez jamais l'entretien lorsque le moteur tourne.
- N'utilisez jamais le carburant pour le nettoyage.
- Entreposez la tronçonneuse dans un endroit sec et non directement sur le sol, avec le couvre-chaîne monté et les réservoirs vides.
- Si votre tronçonneuse n'est 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.



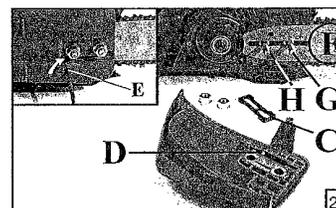
**AVERTISSEMENT :** le silencieux ainsi que d'autres pièces du moteur (notamment les ailettes du cylindre, la bougie d'allumage) atteignent des températures très élevées en fonctionnement et après arrêt de la machine. Afin de réduire les risques de brûlure, ne touchez pas le silencieux ou les autres pièces lorsqu'elles sont encore chaudes.



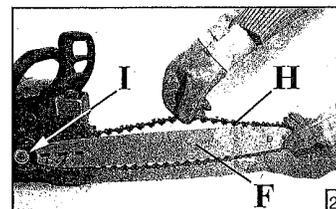
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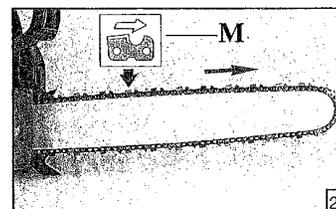
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22



23



24

### 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) est 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. Montez 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.



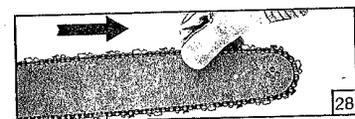
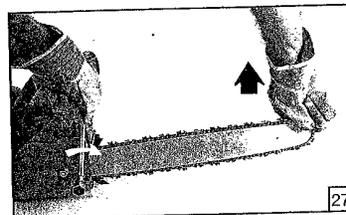
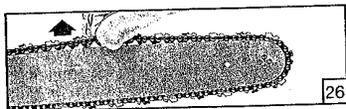
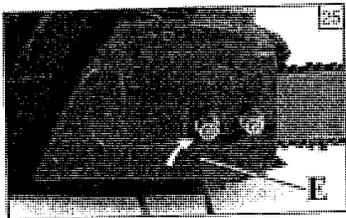
**MISE EN GARDE:** Le pignon à flasques, le tambour d'embrayage, le guide-chaîne et la chaîne peuvent être sérieusement endommagés si la chaîne n'est pas correctement insérée dans le pignon à flasques.

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.



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 tournez 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 présente 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.

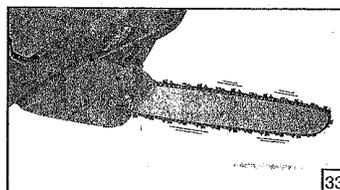
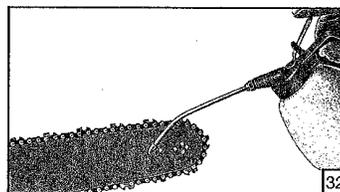
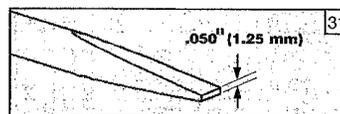
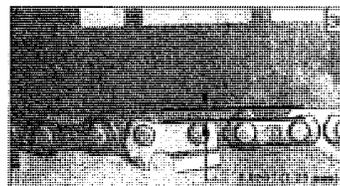
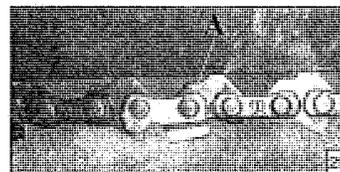
**REMARQUE:** Si la chaîne est montée trop serrée, elle ne pourra tourner. Desserrez légèrement les écrous de guide-chaîne et tournez la vis de réglage d'un quart de tour dans le sens inverse des aiguilles d'une montre. Soulevez l'extrémité du guide-chaîne et resserrez les écrous.

**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.



## 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.

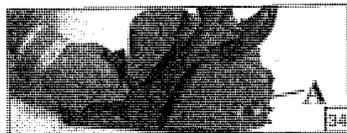
1. Coupez le moteur avant de procéder au réglage de la tension de chaîne. Desserrez légèrement les écrous de guide-chaîne, tournez la vis de tension de chaîne dans le sens des aiguilles d'une montre pour tendre la chaîne. Voir la section Montage-Montage du guide-chaîne et de la chaîne. Resserrez les écrous de guide-chaîne. Une chaîne à froid est tendue correctement lorsque la partie inférieure du guide-chaîne ne présente 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.

**AVERTISSEMENT:** 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.

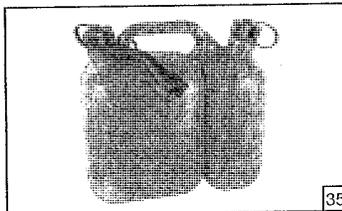
**AVERTISSEMENT:** MISE EN GARDE: Une chaîne neuve doit être retendue plus fréquemment qu'une chaîne déjà utilisée à plusieurs reprises.

## Rodage de la chaîne

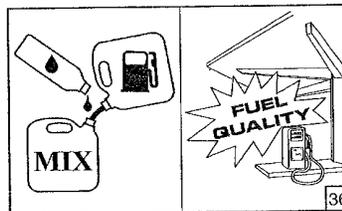
Les chaînes neuves ont tendance à s'étirer et doivent être tendues fréquemment. Soulevez la chaîne hors de la rainure du guide-chaîne et lubrifiez la rainure (Voir Fig. 32). Placez la tronçonneuse sur un morceau de carton ou de contreplaqué. Démarrez la tronçonneuse (Voir la section Fonctionnement-Démarrage 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.



34



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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 contenant 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.**

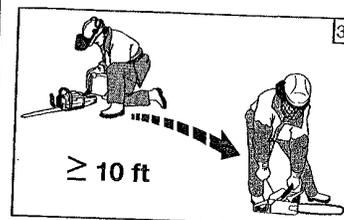
Une bonne pratique de la gestion des carburants est nécessaire lors de l'utilisation d'essence oxygénée.

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.

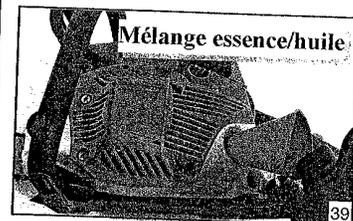
**MISE EN GARDE:**  
- Adaptez vos achats de carburant à votre consommation; n'en achetez pas plus que vous en consommerez en un ou deux mois;  
- Entrepoisez l'essence dans un contenant hermétique et dans un endroit sec et frais.

L'utilisation d'essence oxygénée peut faciliter le phénomène de formation de tampon de vapeur.

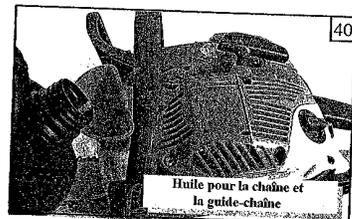
**REMARQUE:** L'huile pour moteurs deux temps contient un stabilisateur de carburant et peut être conservée pendant 30 jours. NE MÉLANGEZ PAS plus de carburant que vous pourriez en utiliser sur une période de 30 jours. L'utilisation d'une huile deux temps contenant un stabilisateur de carburant est recommandée.



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40

### 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. Essayez 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.**



**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.

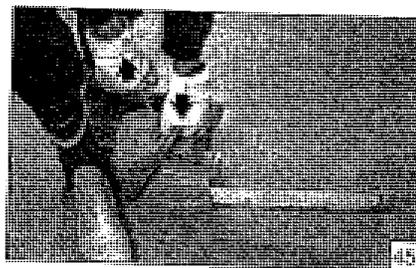
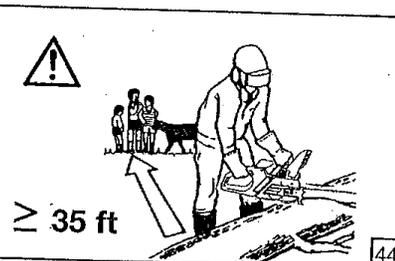


**AVERTISSEMENT:** Tenez fermement la tronçonneuse à deux mains. Tenez toujours la poignée avant de la MAIN GAUCHE et la poignée arrière (accélérateur) de la MAIN DROITE, comme indiqué dans la Fig.41, de telle façon à placer votre corps sur la gauche du plan de rotation de la chaîne. Ne croisez jamais 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.

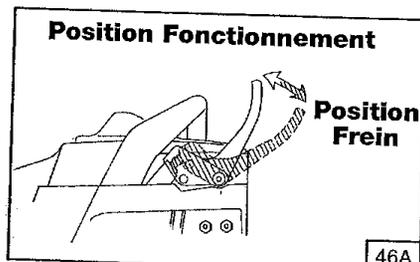
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44

### Position Fonctionnement



46A

### 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 débiter des travaux de coupe plus conséquents.

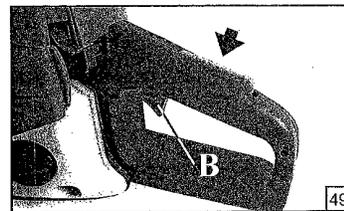
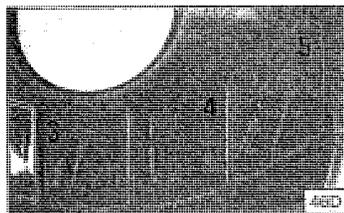
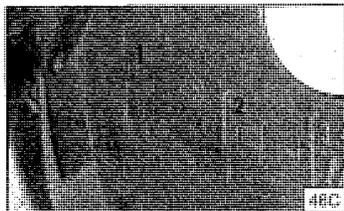
1. Adoptez la position appropriée face à la bille de bois avec la tronçonneuse tournant au ralenti.
2. Accélérez jusqu'au régime moteur maximal en appuyant sur la gâchette des gaz avant d'enfoncer la chaîne dans la bille de bois.
3. Commencez la coupe en plaquant la tronçonneuse contre la bille de bois.
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 aucune 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



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.

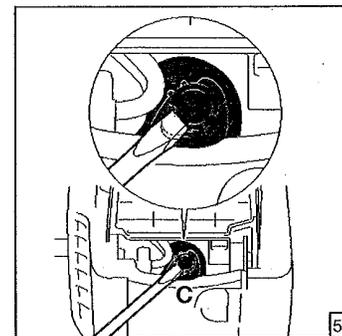
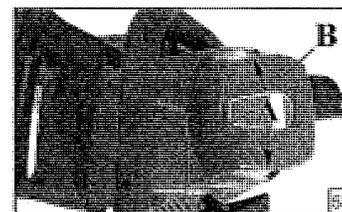
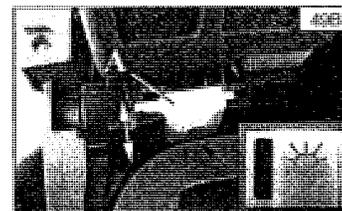
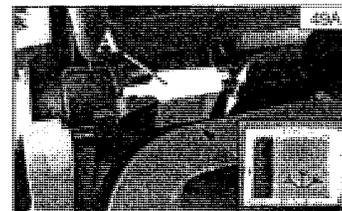
### Démarrage du moteur

**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.



**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'abatage.

**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).

### Système 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.

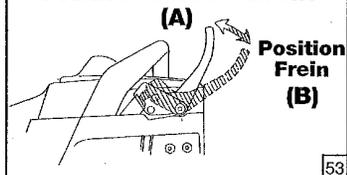
**Démarrage difficile (ou démarrage d'un moteur noyé)**  
Vous pouvez noyer le moteur par une alimentation en carburant trop importante si le moteur ne démarre pas après avoir actionné 10 fois le lanceur. Il est possible d'éliminer l'excès de carburant d'un moteur noyé en suivant la procédure de démarrage d'un moteur chaud décrite ci-dessus. Vérifiez que l'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 noyade du moteur. Si vous ne parvenez pas à démarrer le moteur, reportez-vous au TABLEAU DE DIAGNOSTIC DES PANNES (page 71).

### Moteur noyé

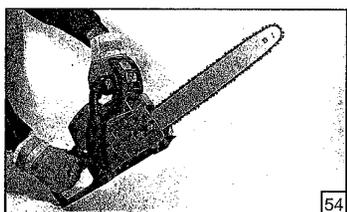
- Si vous n'avez pas passé le levier d'étrangleur en position de démarrage à chaud assez rapidement après le début d'allumage du moteur, la chambre de combustion est noyée.
- Basculez l'interrupteur de marche/arrêt sur la position STOP.
  - Dévissez les vis sur le capot (A, Fig. 50).
  - Déposez le couvercle de filtre (B).
  - Insérez un outil adapté dans la coiffe de bougie (C, Fig. 51).
  - Faites lever 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.
  - Basculez 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.



### Position Fonctionnement



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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'étranglement (M) / 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:

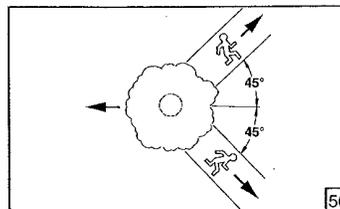
1. Démarrez le moteur et saisissez fermement les poignées avant et arrière à deux mains.
2. Actionnez la gâchette des gaz pour amener la tronçonneuse à plein régime. Avec la partie arrière de votre main gauche, engagez le frein de chaîne en poussant le levier de frein de chaîne / protecteur de main en 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. Remplacez le frein de chaîne en position de fonctionnement en saisissant le 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.



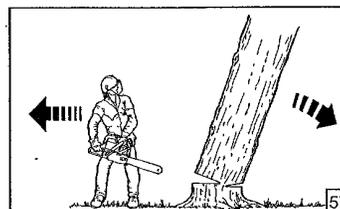
**AVERTISSEMENT:** Si le frein de chaîne n'arrête pas la chaîne immédiatement, portez la tronçonneuse chez un réparateur agréé avant de l'utiliser.



**AVERTISSEMENT:** Un frein de chaîne mal entretenu peut augmenter la durée nécessaire pour arrêter la chaîne après engagement, ou peut ne pas s'engager.



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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 dont 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.



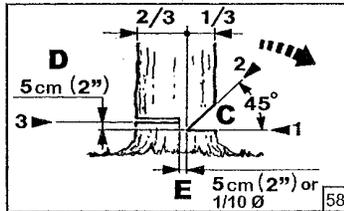
**AVERTISSEMENT:** Si l'arbre se met à chuter dans la mauvaise direction, ou si la tronçonneuse est coincée ou prise lors de la chute, ABANDONNEZ LA TRONÇONNEUSE ET FUYEZ !

- 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 pourraient 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).



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.

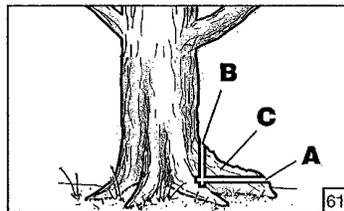
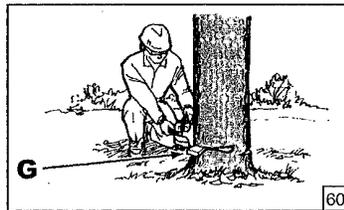
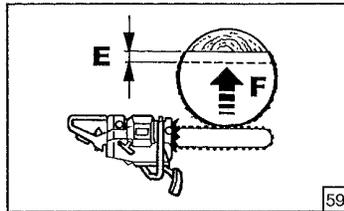
3. Effectuez une entaille d'abattage (C, Fig. 58) d'une profondeur d'un tiers du diamètre du tronc sur le flanc de l'arbre. Les découpes pour former cette entaille doivent être effectuées à angle droit avec la ligne de chute de l'arbre. Cette entaille doit être nettoyée de façon à laisser une ligne droite. 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.



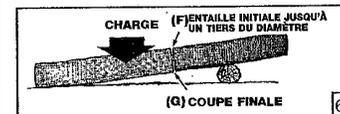
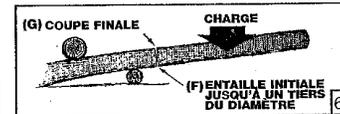
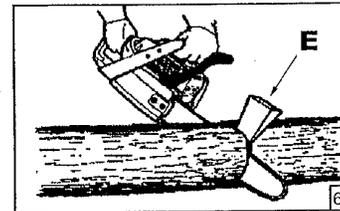
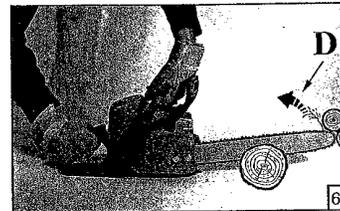
**AVERTISSEMENT:** Ne prolongez jamais l'entaille jusqu'au trait d'abattage. La charnière contrôle la chute de l'arbre; il s'agit de la section laissée entre l'entaille et le trait d'abattage.

**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 mouffes 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.



#### 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.

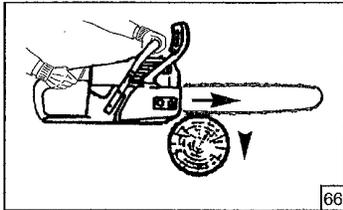
**AVERTISSEMENT:** Ne vous tenez pas sur le rondin en cours de découpe. Celui-ci peut ripper et entraîner une perte d'assise et de contrôle. Ne coupez pas une zone où rondins, branches et racines sont enchevêtrés. Déplacez les rondins dans une zone dégagée avant de les débiter en commençant par les pièces apparentes et dégagées.

#### Débitage avec un coin d'abattage

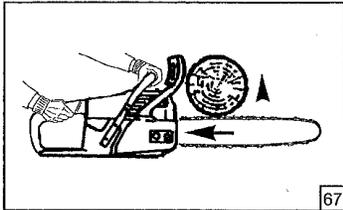
Si le diamètre de la bille de bois permet d'insérer un coin de débitage (E, Fig. 63) sans que celui-ci touche la chaîne, il est alors recommandé de l'utiliser afin de tenir l'entaille de coupe ouverte et éviter le pincement.

#### Rondins soumis à contraintes (Fig. 64-65)

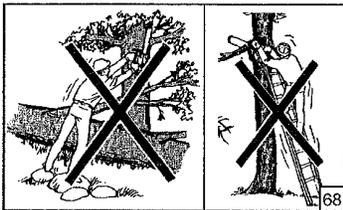
Effectuez la première entaille de débitage (F) sur le premier tiers du rondin et finissez les deux tiers restants (G) par le côté opposé. Le rondin a tendance à se plier lors de la coupe. La tronçonneuse peut ainsi se coincer ou se prendre dans le rondin si la première entaille de débitage excède le tiers du diamètre du rondin. Soyez particulièrement vigilant pour les rondins soumis à contrainte afin d'éviter de coincer le guide et la chaîne.



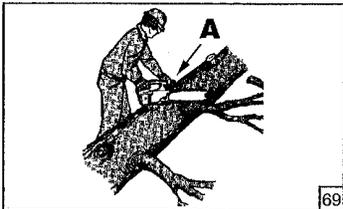
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67



68



69

### 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

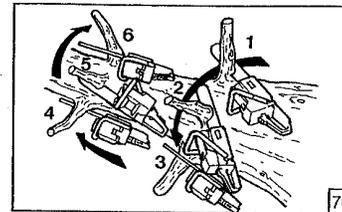


**AVERTISSEMENT:** Soyez vigilant et méfiez-vous de l'effet de rebond. Évitez que la chaîne en mouvement ne touche d'autres branches ou objets au niveau de la pointe du guide-chaîne lors des opérations d'ébranchage ou d'élagage. Tout contact peut entraîner de graves blessures.

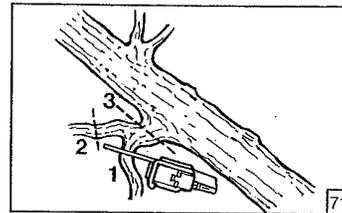
- Travaillez sans précipitation, en maintenant fermement et correctement vos deux mains sur la tronçonneuse. Gardez une bonne assise et un bon équilibre (Fig. 68).
- Pour l'ébranchage, le tronc doit se trouver entre vous et la chaîne (A, Fig. 69). Procédez à la coupe depuis le côté de l'arbre opposé 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 pléées 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.



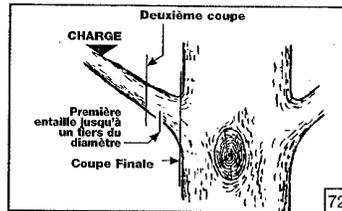
**AVERTISSEMENT :** Ne grimpez jamais sur un arbre pour effectuer l'ébranchage ou l'élagage. Ne vous tenez pas sur une échelle, ou un rondin, ou dans toute position susceptible de vous faire perdre l'équilibre et le contrôle de la tronçonneuse.



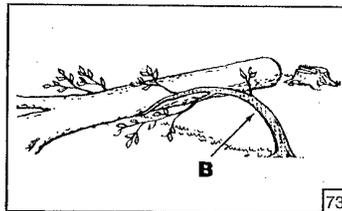
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71



72



73

### 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 effectuer 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 la branche à élaguer se trouve 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 plié 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.

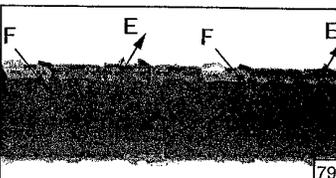
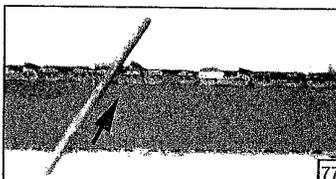
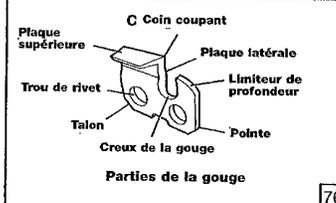
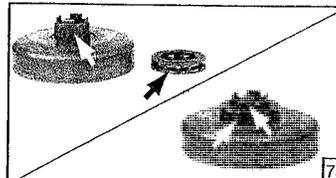
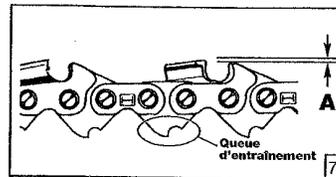


**AVERTISSEMENT:** Les "fouets" sont dangereux et peuvent venir heurter l'opérateur, entraînant une perte de contrôle de la tronçonneuse. De graves blessures, voire la mort, peuvent en découler.

## Tableau d'entretien

Veillez 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 utilisation pour un fonctionnement normal	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					
	Contrôle du fonctionnement	X	X					
	Nettoyage et graissage				X			
Frein de chaîne	Contrôle par le distributeur					X	X	
	Nettoyage							
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					
	Nettoyage							
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 remplacement						X	X
Toute la visserie accessible (sauf vis de réglage)	Inspection	X						
	Resserrage				X			
Filtre à air	Nettoyage	X						
	Remplacement						X	Tous les 6 mois
Ailettes de cylindre	Nettoyage					X		
	Remplacement							
Prises d'air du système de démarrage	Nettoyage			X				
	Remplacement							
Corde de lanceur	Inspection (dégâts et niveau d'usure)				X			
	Remplacement						X	
Carburateur	Contrôle du ralenti (la chaîne ne doit pas tourner au régime de ralenti)	X	X					
	Nettoyage							
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



## 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.

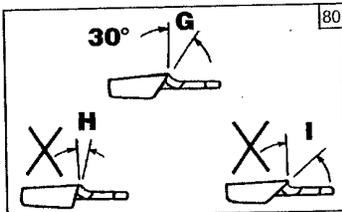
### Affûtage des gouges (Fig. 76)

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.

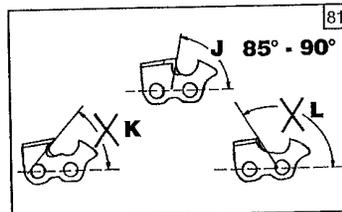
**AVERTISSEMENT :** Le respect des angles et des dimensions spécifiés ci-dessous est absolument essentiel. Si la chaîne est mal affûtée, et tout particulièrement si le limiteur d'épaisseur est trop profond, le risque de rebond est accru, ainsi que le risque de blessures. Le fait de ne pas remplacer ou 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.



#### Angle des plaques supérieures

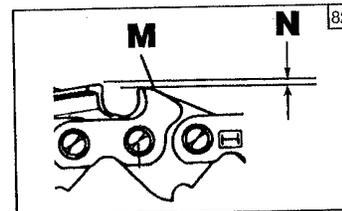
Les porte-lime sont équipés de repères permettant d'aligner correctement la lime afin d'obtenir l'ANGLE DE PLAQUE SUPÉRIEURE correct (Fig. 80).

- 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

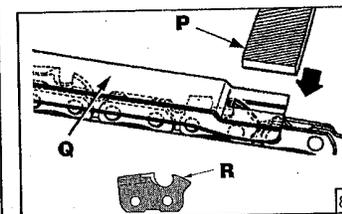
1. La hauteur (N, Fig.82) du limiteur d'épaisseur (M) doit être comprise entre 0,5 mm (0,020 po.) et 0,6 mm (0,024 po.). Utilisez une cale d'épaisseur pour contrôler la hauteur des limiteurs d'épaisseur.
2. Contrôlez la hauteur des limiteurs d'épaisseur à chaque affûtage de la chaîne.

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 rabaisé 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.

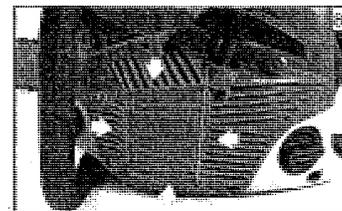
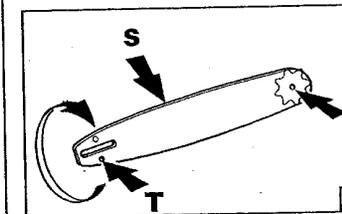


#### Entretien du guide-chaîne

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.

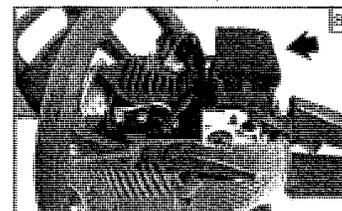


- Rails fendillés ou cassés.
- Rails étirés.

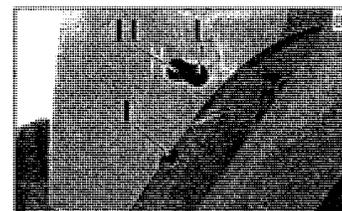
En outre, les guide-chaîne équipés d'un pignon en leur pointe doivent être lubrifiés périodiquement à l'aide d'une seringue à huile afin de rallonger leur durée de vie. Retournez le guide-chaîne et vérifiez que les orifices de lubrification (T) et la gorge de chaîne (S) sont exempts d'impuretés.

#### 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.

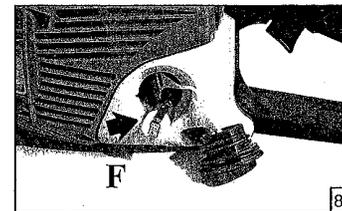


**AVERTISSEMENT:** Un réglage incorrect des aiguilles "L" et "H" peut entraîner de graves dégâts au niveau du moteur. Ne forcez pas les aiguilles "L" et "H" hors de leur plage de réglage sous peine de rendre le moteur non conforme à la réglementation relative aux émissions polluantes.



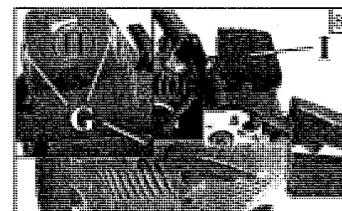
#### Réglage du ralenti

- 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" dans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continue 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

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.

### Démarrreur

Éliminez les débris accumulés au niveau des ouïes d'aération du démarrage 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 démarrage. 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

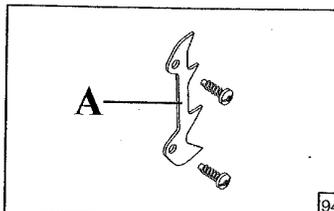
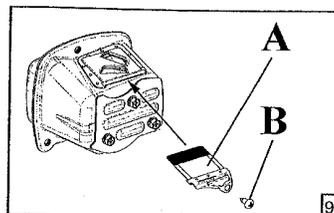
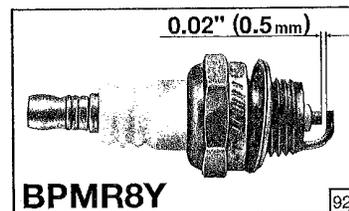
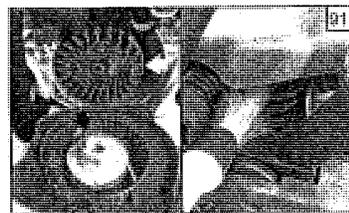
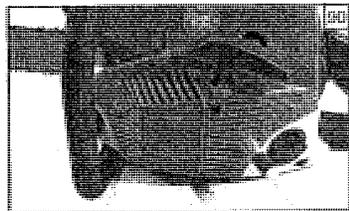
Ce moteur utilise une bougie NGK BPMR8Y avec un espacement entre les électrodes de 0,5 mm (0,02 pouce) (Fig. 92). Remplacez-la par une bougie identique tous les six mois ou plus fréquemment si nécessaire.

**⚠ 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;
- un filtre à air encrassé;



- 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-étincelles (A) réf. 50240155.
- Nettoyez et contrôlez l'écran pare-étincelles. Si le pare-étincelles est endommagé, 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'outils ou à l'air comprimé.

Par souci de conformité à la norme, il est nécessaire de monter un griffe d'abattage Réf. 50240110 (A, Fig. 94); celles-ci sont fournies dans l'emballage de la tronçonneuse.

### Silencieux d'échappement

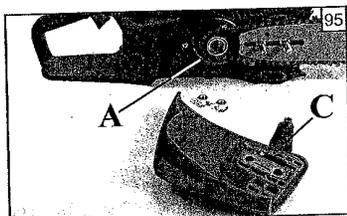
**⚠ ATTENTION -** Ce silencieux est doté d'un catalyseur ce qui assure au moteur la conformité aux conditions sur les émissions requises. Ne jamais modifier ni déposer le catalyseur: toute modification est une violation à la loi.

**⚠ 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 augmente le risque d'incendie et de perte auditive.

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### 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. Rappelez 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).

### 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  2. Moteur noyé.	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, répétez l'essai en utilisant une bougie neuve (BPMRBY). 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. Tirez le levier du starter jusqu'au bout et ramenez 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. 2. Filtre à air encrassé. 3. Écran pare-étincelles encrassé. 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. 2. Procédez au nettoyage conformément aux instructions de la section Entretien-Filtre à air. 3. Procédez au nettoyage conformément aux instructions de la section Entretien-Silencieux pare-étincelles. 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 le 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. 2. Chaîne trop tendue. 3. Fonction du dispositif de graissage.	1. Le réservoir d'huile doit être rempli à chaque plein du réservoir de carburant. 2. Tendez la chaîne conformément aux instructions de la section Fonctionnement-Tension de la chaîne. 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	1. Frein de chaîne engagé. 2. Chaîne trop tendue. 3. Montage du guide-chaîne et chaîne. 4. Chaîne et/ou guide-chaîne endommagés. 5. Embrayage et/ou pignon à flasques endommagés.	1. Désengagez le frein de chaîne; voir la section Fonctionnement-Frein de chaîne. 2. Tendez la chaîne conformément aux instructions de la section Fonctionnement-Tension de la chaîne. 3. Voir la section Montage-Montage du guide-chaîne et de la chaîne. 4. Voir la section Entretien-Chaîne et/ou Entretien-Guide-chaîne. 5. Procédez au remplacement si nécessaire - Contactez un réparateur agréé.



**AVERTISSEMENT:** Ne touchez jamais la chaîne lorsque le moteur tourne.

\*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 de porter à un service d'entretien agréé pour réparation.

## 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)

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.

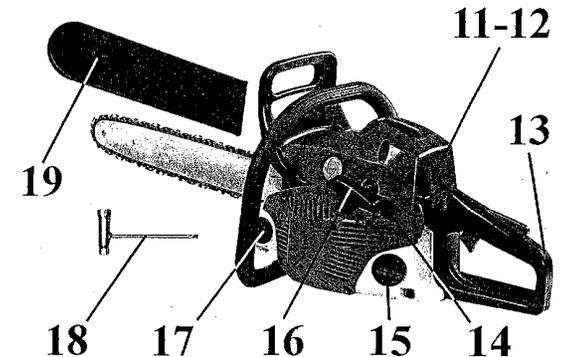
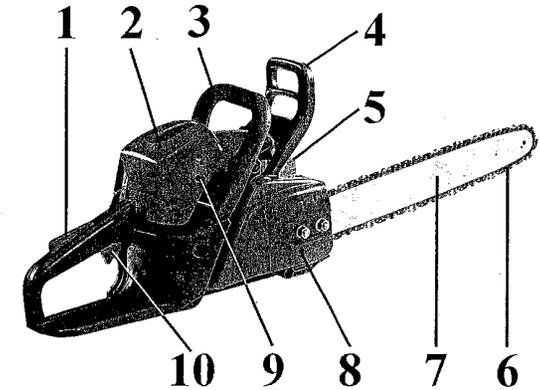


**ADVERTENCIA:** Para garantizar el funcionamiento seguro y correcto de la motosierra, este manual del operador deberá conservarse siempre con la máquina o estar cerca de ella. No preste ni alquile la motosierra sin el manual de instrucciones del operador.



**ADVERTENCIA:** Sólo deberán utilizar la motosierra las personas que entiendan este manual.

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**Componentes de la motosierra**

- |   |  |
|---|--|
| 1 - Bloqueo del activador                                 | 10 - Activador                         |
| 2 - Cubierta del filtro de aire                           | 11 - Interruptor de masa               |
| 3 - Empuñadura delantera                                  | 12 - Palanca cebador                   |
| 4 - Palanca del freno de la cadena/<br>protector de manos | 13 - Empuñadura trasera                |
| 5 - Silenciador   | 14 - Pera de Purga                     |
| 6 - Cadena  | 15 - Tapón del depósito de combustible |
| 7 - Barra guía  | 16 - Empuñadura del motor de arranque  |
| 8 - Tornillo de ajuste de la barra guía                   | 17 - Tapón del depósito de aceite      |
| 9 - Tornillos de ajuste del carburador                    | 18 - Llave de combinación              |
|   | 19 - Funda de la barra                 |

Significado de las etiquetas de seguridad y symbols



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)

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.



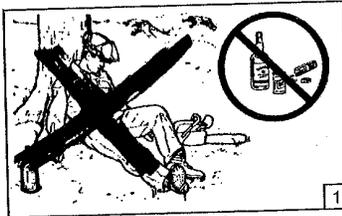
**ADVERTENCIA:** Mantenga todos los miembros corporales alejados del amortiguador, ya que sus superficies están muy calientes durante y después de la utilización de la motosierra. Si entra en contacto con el amortiguador, pueden producirse quemaduras graves.



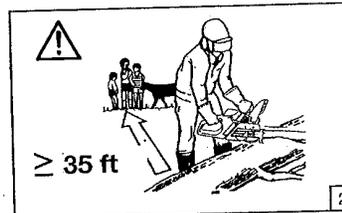
**ADVERTENCIA:** La exposición a vibraciones por el uso prolongado de herramientas manuales alimentadas con gasolina podría provocar daños en los nervios o en los vasos sanguíneos de los dedos, manos y muñecas de personas propensas a sufrir problemas de circulación o hinchazones anormales. El uso prolongado 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.



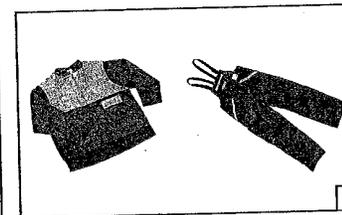
**ADVERTENCIA:** Los gases de escape del motor de este producto contienen sustancias químicas que, según el Estado de California, provocan cáncer, defectos en recién nacidos u otros daños reproductivos. Utilice la motosierra solamente en el exterior en un lugar bien ventilado.



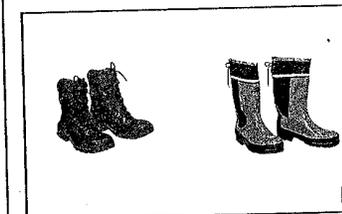
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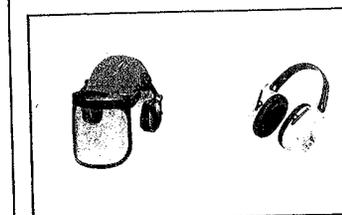
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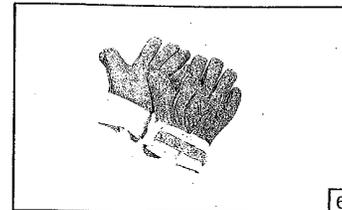
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**Precauciones básicas de seguridad**

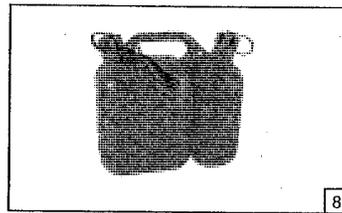
- Antes de utilizar la unidad, lea este manual atentamente hasta que comprenda por completo todas las reglas de seguridad, precauciones e instrucciones de manejo y sepa cómo seguirlas.
- La motosierra sólo la deben utilizar adultos que comprendan y puedan seguir las reglas de seguridad, precauciones 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 pecho (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, recójase y protéjase (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.



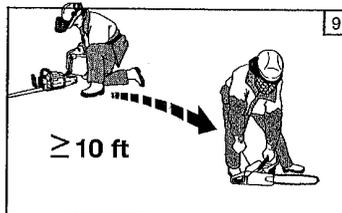
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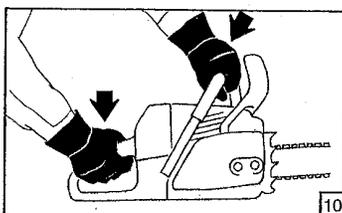
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**Manejo del combustible**

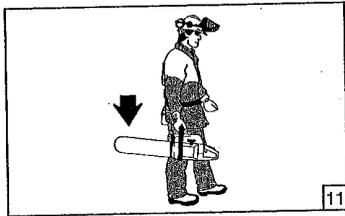
**ADVERTENCIA:** La gasolina es un combustible muy inflamable. Tenga mucho cuidado cuando maneje mezclas de gasolina o combustible. No fume ni acerque llamas o fuego al combustible ni a la motosierra (Fig.7).

- 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.

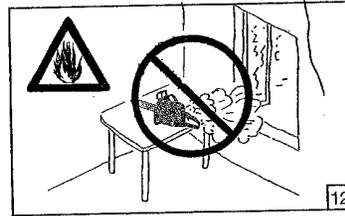
**Funcionamiento y seguridad**

**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).

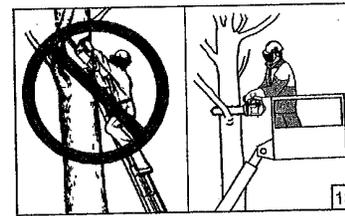
- Mantenga todas las partes del cuerpo alejadas de la cadena cuando el motor esté en marcha.
- Transporte siempre la motosierra con el motor parado y el freno de la cadena accionado, la barra guía y la cadena hacia la parte trasera y el amortiguador alejado del cuerpo. Cuando transporte la motosierra, 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.



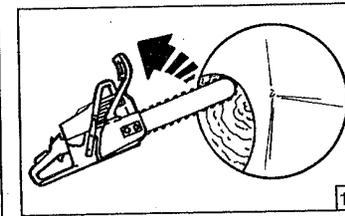
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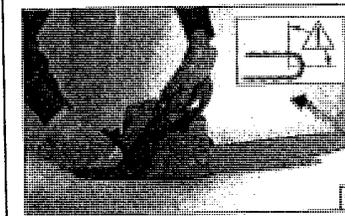
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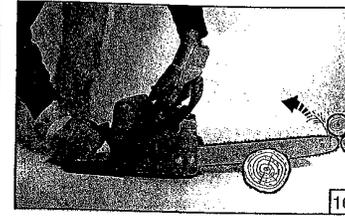
- Antes de arrancar el motor, compruebe que la cadena no toca ningún objeto. No arranque nunca la motosierra cuando la barra guía se encuentre en un corte.
- Apague el motor antes de dejar la motosierra en el suelo. No deje el motor en marcha desatendido.
- Como precaución de seguridad adicional, accione 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 atención a la posibilidad de envenenamiento de monóxido 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.



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 troncar.

**Evite los tirones:**

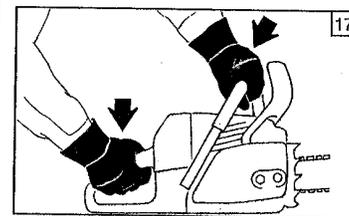
- Comience siempre a cortar con el motor a velocidad máxima y el alojamiento de la sierra contra la madera.
- Utilice cuñas de plástico o de madera. No utilice nunca metal para mantener el corte abierto.

**Reduzca el riesgo de rebotes**

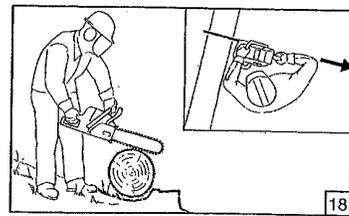


**Reconozca que se pueden producir rebotes. Entendiendo básicamente el concepto de rebote, puede reducir el elemento sorpresa que contribuye a que se produzcan accidentes.**

- 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.
- Extremar 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.



17



18

**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.

- 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.

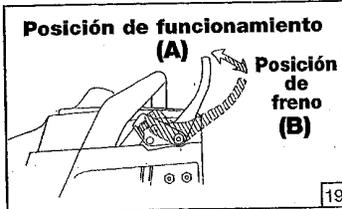
- La barra guía de reducción de rebotes se ha diseñado con una punta de radio pequeño que reduce la dimensión de la zona de peligro de rebote en la punta de la barra. Se ha demostrado que la barra guía de reducción de rebotes reduce significativamente el número y gravedad de los rebotes al someterla 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.



**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 Efcó. 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	Cantidad Eslabón Unión	Oregon N° de pieza Cadena	CKA sin Freno de Cadena
MT 3500	14"	14ORCEA041	3/8" x .050"	52	91 P - 52 E	MAX 45°
MT 3500	16"	16ORCEA041	3/8" x .050"	57	91 P - 57 E	MAX 45°



**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 podrán 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, lívela 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.

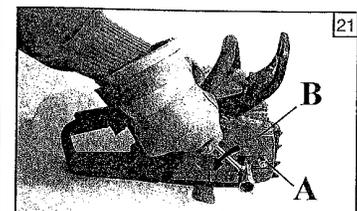
**Montaje de la barra y la cadena**



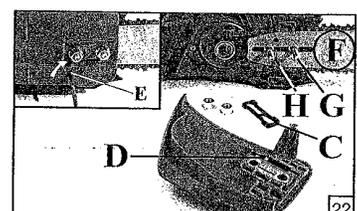
**ADVERTENCIA:** Compruebe la tensión de la cadena con frecuencia cuando utilice la motosierra. No toque nunca ni ajuste la cadena con el motor en marcha. Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.



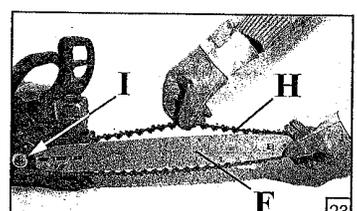
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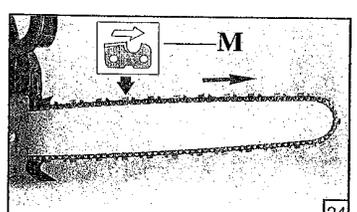
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- 1 Compruebe que el freno de la cadena no está puesto tirando de la palanca del freno de la cadena/protector de manos hacia la empuñadura delantera como se muestra en la Fig. 20. Para obtener más información, consulte las secciones de seguridad y 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.



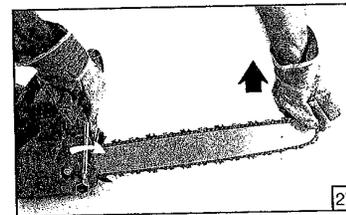
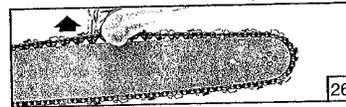
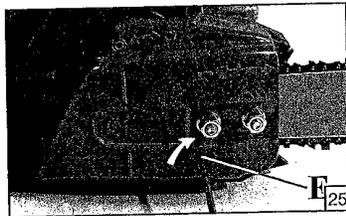
**PRECAUCIÓN:** Se pueden producir daños importantes en la rueda dentada, tambor del embrague, barra guía y cadena si la cadena no se asienta correctamente en la rueda dentada.

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.



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.

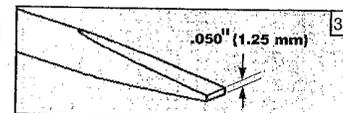
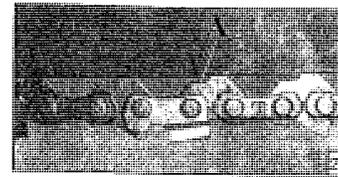
**NOTA:** La cadena no girará si está demasiado tensa. Afloje ligeramente las tuercas de la barra y gire el tornillo de ajuste 1/4 de vuelta en el sentido contrario a las agujas del reloj. Levante la punta de la barra guía y vuelva a apretar las tuercas de la barra.

**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.



### 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.

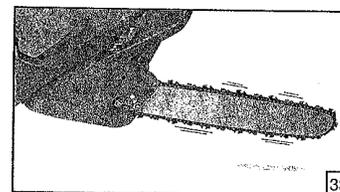
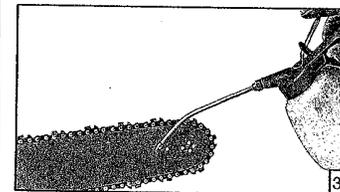
1. Pare el motor antes de ajustar la tensión de la cadena. Afloje ligeramente las tuercas de la barra guía, y gire el tornillo de tensión de la cadena en el sentido de las agujas del reloj para tensar la cadena. Consulte la sección correspondiente al montaje de la barra y la cadena. Vuelva a apretar 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

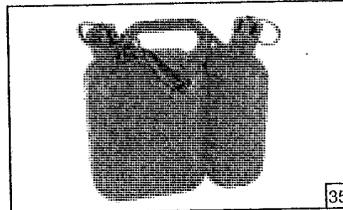
Las cadenas nuevas se estiran, por lo que se deben tensar con frecuencia. Levante la cadena para sacarla de la ranura de la barra y lubrique dicha ranura con aceite adicional (consulte la Fig. 32). Coloque la motosierra sobre un trozo de cartón o madera contrachapada. Arranque la motosierra (consulte 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.





**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.



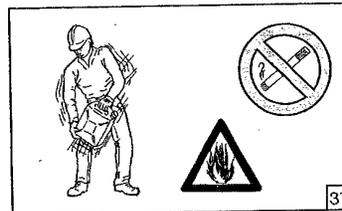
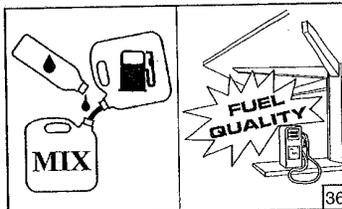
**Alimentación de combustible (¡No fume!) (Fig. 37)**

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 Efcó de dos ciclos al 2% (1:50) formulado especialmente para todos los motores Efcó de dos tiempos refrigerados por aire.

Las proporciones correctas de combustible y aceite de la tabla (pág. 89) siguiente son válidas para cuando se usa un aceite de motor Efcó 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 desconocidas, utilice una mezcla de aceite y combustible al 4% (1:25).



**⚠ PRECAUCIÓN:** NO UTILICE ACEITE DE AUTOMOCIÓN 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.

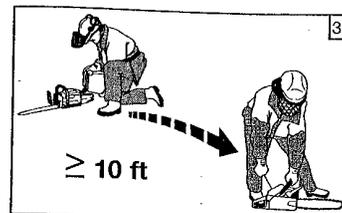
Al utilizar gasolina oxigenada, se deberá aplicar una buena práctica de tratamiento del combustible. La gasolina oxigenada con alcohol absorbe agua fácilmente cuando está presente; el agua se puede condensar a partir del aire húmedo o ser un contaminante en el sistema de combustible, incluido el depósito.

**⚠ 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.



**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)



**Lenado 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 utilización de la motosierra tiene que ser disponible 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.



**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.

**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.



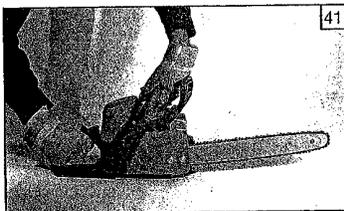
**ADVERTENCIA:** Agarre firmemente la motosierra con las dos manos. Mantenga siempre la **MANO IZQUIERDA** en la empuñadura delantera y la **MANO DERECHA** en la empuñadura trasera (acelerador) como se muestra en la Fig. 41, de forma que el cuerpo quede a la izquierda de la línea de la cadena. No cruce 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.

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.

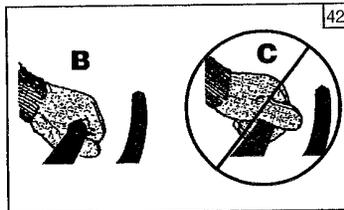


**ADVERTENCIA:** Postura adecuada para cortar (Fig. 43)

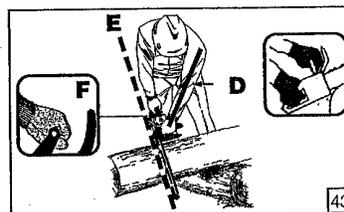
- El peso debe estar equilibrado sobre ambos pies y éstos deben estar sobre un terreno firme.
- Mantenga el brazo con el codo fijo en posición de "brazo recto" (D) para resistir cualquier fuerza de rebote.
- El cuerpo debe estar siempre a la izquierda de la línea de la cadena (E).
- El pulgar debe estar en la parte inferior de la empuñadura (F).



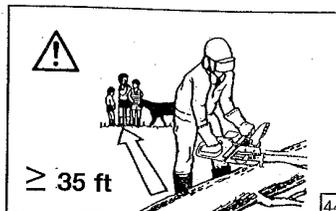
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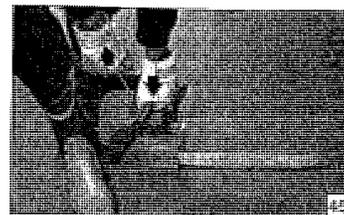
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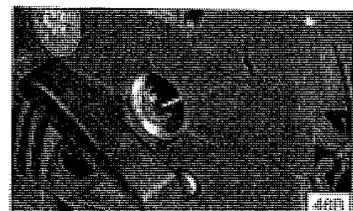
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45



46A



46B

**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.

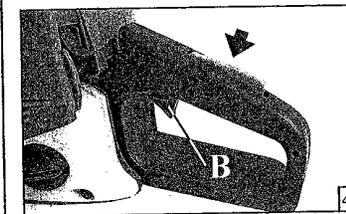
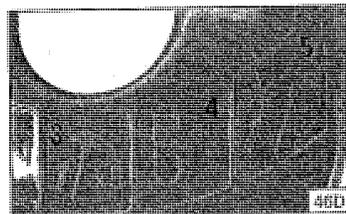
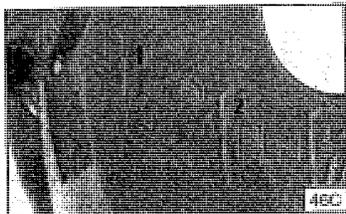
1. Adopte la postura adecuada delante de la madera con la motosierra a ralentí.
2. Ponga el motor a aceleración máxima justo antes de entrar en el corte apretando para ello el activador.
3. Comience a cortar con la motosierra contra el tronco.
4. Mantenga el motor a aceleración máxima mientras realiza 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 tala 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 utilización de la motosierra tiene que ser disponible un extintor de incendios.



**Arranque del motor**

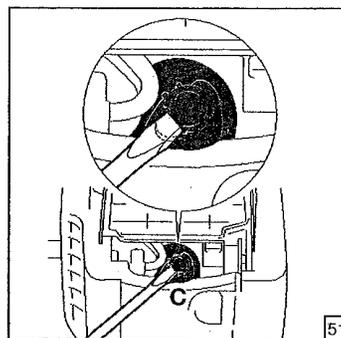
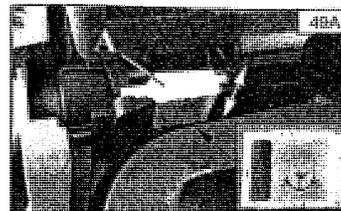
**ADVERTENCIA:** Mantenga el cuerpo a la izquierda de la línea de la cadena. No separe nunca la sierra ni la cadena; tampoco se debe inclinar más allá de la línea de la cadena. El freno de la cadena debe estar accionado al arrancar la motosierra.

- 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 empujelo 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.



**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.

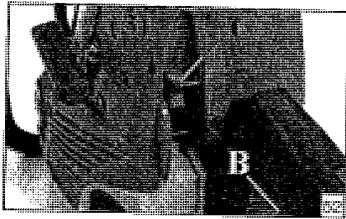
**Arranque difícil (o arranque de un motor ahogado)**

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).

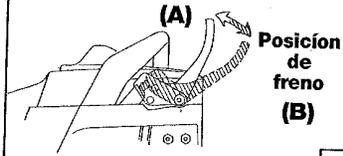
**El motor está ahogado**

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.

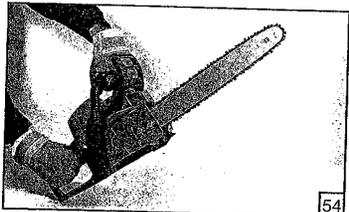
- Ajuste el interruptor de masa en la posición STOP.
- Suelte los tornillos de la tapa de la bujía (A, Fig. 50).
- Extraiga la cubierta del filtro (B).
- Acople una herramienta adecuada en la funda de la bujía (C, Fig. 51).
- Haga palanca para sacar la funda de la bujía.
- Desenrosque la bujía y séquela.
- 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.



### Posición de funcionamiento



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.

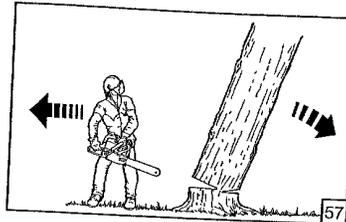
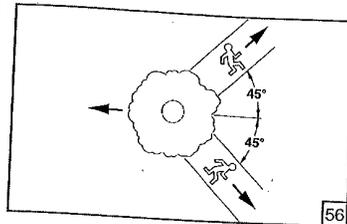
La posición de funcionamiento (A, Fig. 53) y la posición de freno (B) del freno de la cadena se ilustran a continuación.

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.



### 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.

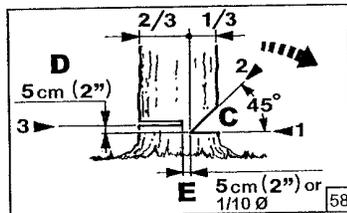
**ADVERTENCIA:** No corte árboles cerca de cables eléctricos o edificios. Si el árbol entra en contacto con alguna línea eléctrica, informe inmediatamente a la empresa de electricidad.

**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.



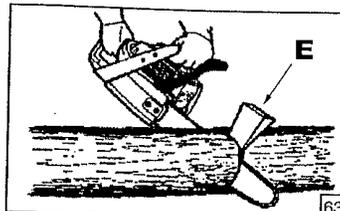
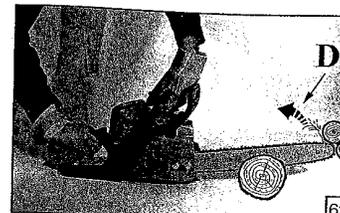
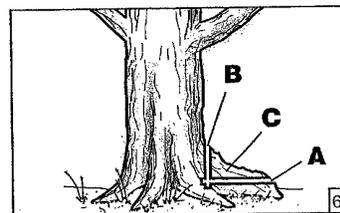
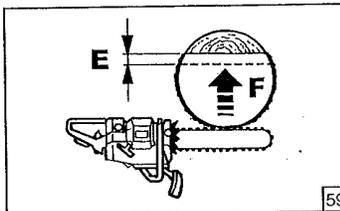
3. Corte una muesca (C, Fig. 58) de aproximadamente 1/3 del diámetro del tronco en el lateral del árbol. Haga los cortes de la muesca de forma que se crucen en ángulo recto con la línea de caída. Esta muesca se debe limpiar para obtener una línea recta. Para mantener el peso de la madera fuera de la 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 derribelo 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.



#### 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.

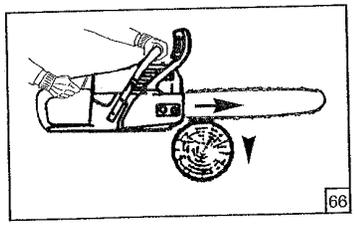
**ADVERTENCIA:** No se suba al tronco que esté cortando. Es posible que un trozo salga rodando, por lo que podría perder la estabilidad y el control. No corte en una parte en que estén enredados troncos, ramas y raíces. Arrastre los troncos a un área despejada antes de cortar sacando primero los troncos 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.

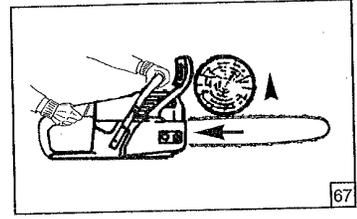


66

**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.



67

**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.

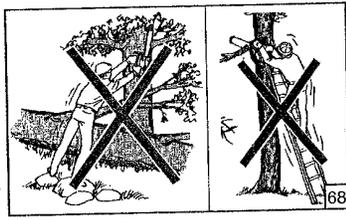


**ADVERTENCIA:** No ponga nunca la motosierra boca abajo para hacer cortes sesgados. La máquina no se puede controlar en esta posición. Haga siempre el primer corte en el lado de compresión del tronco. El lado de compresión es donde se concentra la presión del peso del tronco.

**Corte de ramas y poda**

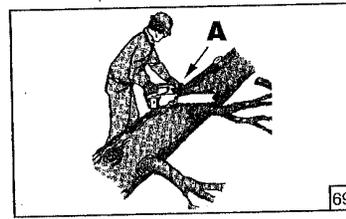


**ADVERTENCIA:** Esté alerta y protegido contra los rebotes. Cuando realice trabajos de corte de ramas y de poda, no permita que la cadena en movimiento entre en contacto con otras ramas u objetos en la parte delantera de la barra guía. Si se produce tal contacto, se pueden sufrir lesiones graves.



68

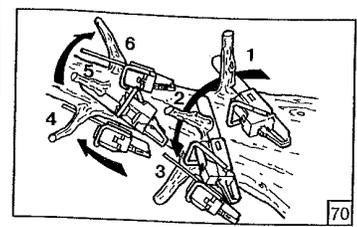
- Trabaje lentamente, manteniendo agarrada la motosierra con ambas manos de manera firme y correcta. Mantenga un buen equilibrio (Fig. 68).
- Mantenga el árbol entre usted y la cadena mientras corta ramas (A, Fig. 69). Corte desde el lado del árbol contrario a la rama que esté cortando.
- No corte subido 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.



69



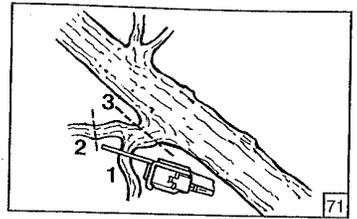
**ADVERTENCIA:** No se suba nunca a un árbol para cortar ramas o podar. No se suba a una escalera, o tronco; tampoco se ponga en ninguna posición que pueda hacer que pierda el equilibrio o el control de la motosierra.



70

**Operación de corte de ramas (Fig. 70-71)**

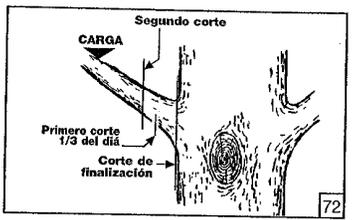
- Corte siempre las ramas tras cortar y derribar el árbol. Sólo entonces se podrán cortar las ramas de forma segura y adecuada.
- Deje las ramas más grandes debajo del árbol talado para apoyar el árbol mientras trabaja.
- Comience en la base del árbol talado y vaya subiendo hacia la parte superior, cortando 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.



71

**Operación de poda (Fig. 72)**

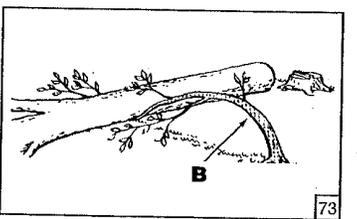
- Al podar árboles, es importante no realizar el corte alineado junto al tronco o rama principal hasta que haya cortado la rama situada más al exterior para reducir el peso. De esta forma se evita quitar la corteza del miembro principal.
- En el primer corte, tronce la rama por abajo 1/3; en el segundo 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.



72



**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.



73

**Pértigas**

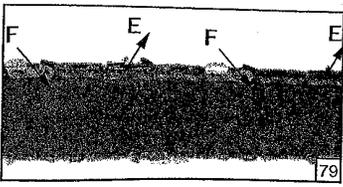
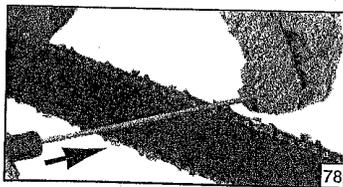
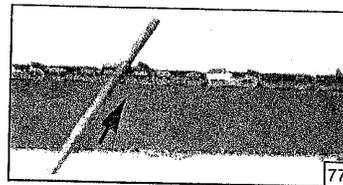
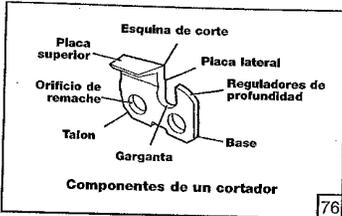
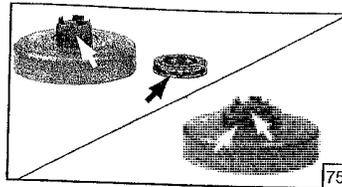
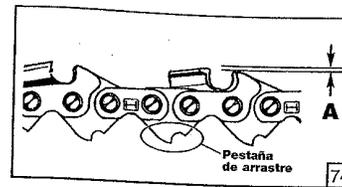
Una pértega (B, Fig. 73) es cualquier tronco, rama, tocón con raíz o árbol joven doblados bajo tensión por otra madera, por lo que saltarán si la madera que los sujeta se corta o se quita. En un árbol caído, es muy probable que un tocón con raíz salte y se ponga en posición vertical mientras se realiza el corte de tronzado para separar el tronco del tocón. Tenga cuidado con las pértegas, ya que son potencialmente peligrosas.



**ADVERTENCIA:** Las pértegas son peligrosas y pueden golpear al operador, provocando que pierda el control de la motosierra. Ello podría causar al operador lesiones graves o mortales.

## 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 hora de trabajo	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					
	Comprobar el funcionamiento	X	X					
Freno de la cadena	Limpiar y lubricar				X			
	Comprobar en el concesionario						X	X
	Inspeccionar (fugas, grietas y desgaste)	X	X					
Depósito de combustible	Limpiar				X			
	Inspeccionar (fugas, grietas y desgaste)	X	X					
Depósito de aceite	Limpiar				X			
	Inspeccionar				X			
Filtro de combustible	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 rama 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 cinco horas
Tambor del embrague	Inspeccionar (daños y desgaste)				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				
	Inspeccionar (daños y desgaste)				X			
Cuerda del motor de arranque	Sustituir						X	
	Comprobar el ralenti (la cadena no debe girar al ralenti)	X	X					
Carburador	Comprobar la separación de las puntas del electrodo					X		
	Sustituir						X	Cada 6 meses
Soportes de vibración	Inspeccionar (daños y desgaste)				X			
	Sustituir en el concesionario						X	X



## 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.

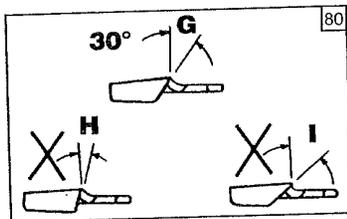
## Cómo afilar los cortadores (Fig. 76)

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.



**Ángulo de la placa superior**

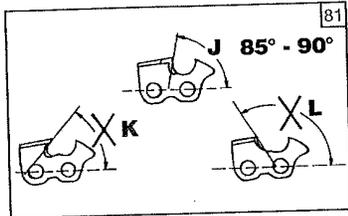
Los soportes de lima se marcan con marcas guía para alinear la lima correctamente a fin de obtener el ángulo correcto de la placa superior (Fig. 80).

- 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)**

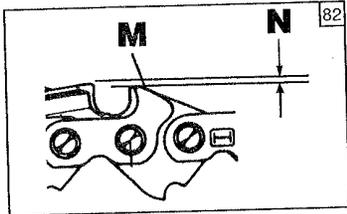
J) CORRECTO: 85° - 90°  
Se obtiene automáticamente si en el soporte de lima se utiliza una lima con el diámetro correcto.

- 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.



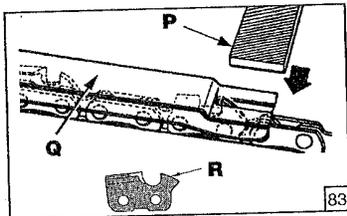
**Holgura del calibre de profundidades**

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.

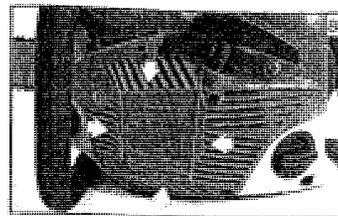
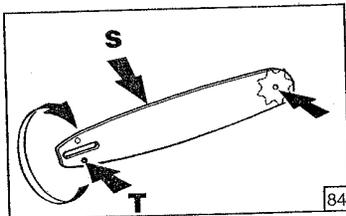
**Mantenimiento de la barra guía**

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 ralles 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:**

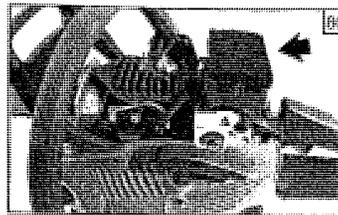
- Desgaste dentro de los ralles de la barra que permite que la cadena se coloque en perpendicular.



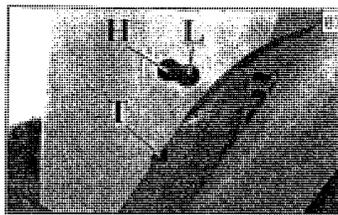
- Barra guía doblada.
  - Ralles agrietados o rotos.
  - Ralles abiertos.
- Además, las barras guía que tengan una rueda dentada en la punta se deben lubricar periódicamente con una jeringa de engrase para aumentar su vida útil.  
Gire la barra guía y compruebe que los orificios de lubricación (T) y 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.

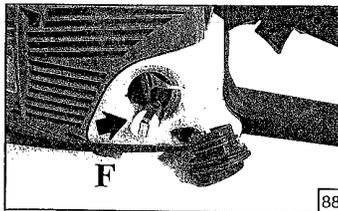


**ADVERTENCIA:** El motor puede sufrir daños importantes si se realizan ajustes inadecuados en las agujas "L" y "H". No fuerce las agujas "L" y "H" para fijarlas fuera del rango de ajuste; en tal caso, el motor no funcionará en conformidad con las regulaciones sobre emisiones.



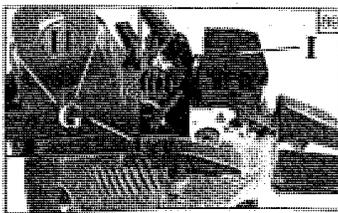
**Ajuste de la velocidad de ralentí**

- 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.

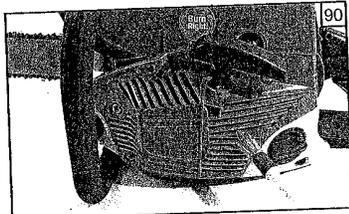
Desenrosque los tornillos de la cubierta (G, Fig. 89), retire la cubierta (H) y compruebe el filtro de aire (I) cada día. Limpiar con desengrasante, lavar con agua y soplar a distancia con aire comprimido. Vuelva a instalar el filtro de aire en la cubierta.

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

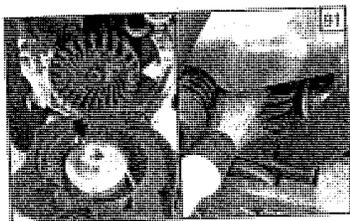
Utilice un cepillo para eliminar los residuos que haya en las salidas de refrigeración del conjunto de motor de arranque (Fig. 90).



**ADVERTENCIA:** El resorte de la bobina está bajo tensión y podría salir despedido provocando lesiones graves. No intente nunca desmontarlo ni modificarlo.

### Motor

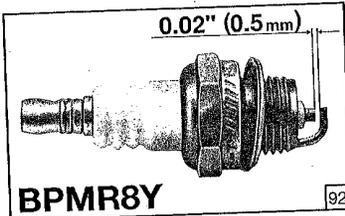
Limpie periódicamente las aletas del volante y del cilindro con aire comprimido o con un cepillo (Fig. 91). Si hay impurezas en el cilindro, es posible que el motor se sobrecaliente de forma peligrosa.



**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.

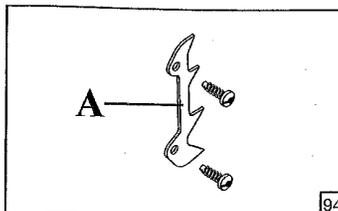
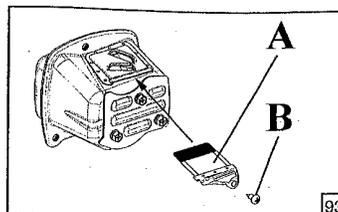
### Bujía

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.



### 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 el 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.

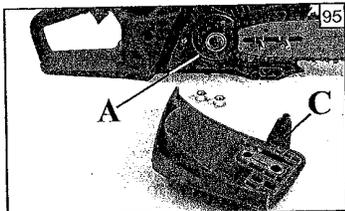
**ATENCIÓN -** Los silenciadores dotados de catalizador se calientan mucho durante el uso y permanecen calientes durante mucho tiempo después de la parada del motor. Esto ocurre incluso si el motor funciona al régimen mínimo. El contacto puede causar quemaduras de piel. ¡Recuerde el riesgo de incendio!

**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.

**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.

**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.  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). 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 empuje 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. 2. El filtro de aire está sucio. 3. La pantalla de supresión de chispas está sucia. 4. Es necesario ajustar el chorro alto "H" del carburador.	1. Utilice combustible nuevo y la mezcla correcta de aceite de 2 ciclos. 2. Limpie según las instrucciones indicadas en la sección de mantenimiento correspondiente al filtro de aire. 3. Limpie según las instrucciones indicadas en la sección de mantenimiento correspondiente al amortiguador de supresión de chispas. 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. 2. La cadena está demasiado tensa. 3. Funcionamiento del sistema de lubricación.	1. El depósito de aceite se debe llenar cada vez que se llene el depósito de combustible. 2. Tense la cadena según las instrucciones indicadas en la sección de funcionamiento correspondiente a la tensión de la cadena. 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.	1. El freno de la cadena está accionado. 2. La cadena está demasiado tensa. 3. Conjunto de cadena y barra guía. 4. La cadena o la barra guía están dañadas. 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. 2. Tense la cadena según las instrucciones indicadas en la sección de funcionamiento correspondiente a la tensión de la cadena. 3. Consulte la sección correspondiente al montaje de la barra y la cadena. 4. Consulte la sección de mantenimiento correspondiente a la cadena o a la barra guía. 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.

## 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 máxima 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)



**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



Dulberg-003207

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40044 Bagnole in Piano (RE) Italy



<b>PRODUCT REGISTRATION CARD - FICHE D'ENREGISTRACION DU PRODUIT</b> 88001001288		<b>TARJETA DE REGISTRO DE PRODUCTO</b> 88001001288	
<b>PURCHASERS NAME AND ADDRESS - NOM DU CLIENT ET ADRESSE - NOMBRE COMPRADOR Y DIRECCION</b> William McGuire 1016 W. Elder Ave McHenry, IL 60051		<b>MODEL - MODELE - MODELO</b> MT 3500 (2.38 cu in)	
<b>PHASE DATE - DATE D'ACHAT - FECHA DE COMPRA</b> 9840200296		<b>SERIAL NUMBER - NUMERO DE SERIE - MATRICULA</b> 5-22-11	
<b>UTILIZATION PRINCIPAL:</b> <input type="checkbox"/> RENTAL - LOCATION - ALQUILADO <input type="checkbox"/> BUSINESS & COMMERCIAL - PROFESSIONNELLE - PROFESIONAL <input checked="" type="checkbox"/> PERSONAL & CONSUMER - PERSONNELLE TITRE PRIVE - PRIVADO		<b>DEALER NAME AND SIGNATURE - NOM DISTRIBUTEUR ET SIGNATURE - NOMBRE DISTRIBUIDOR Y FIRMA</b> Menard's 1400 S. U.S. Hwy 12 Fox Lake, IL 60020	
<b>IMPORTANT: El Infrascripto (Cliente) confirma lo que sigue:</b> I have read and understand the above Important Statement. The failure to complete and return this card does not diminish the customers warranty rights. 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.		<b>IMPORTANT: Le soussigné (Client), confirme que le Manuel d'utilisation et d'entretien / Certificat de garantie contenant les consignes de sécurité n'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 consens 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.</b> 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.	
<b>PURCHASER SIGNATURE - SIGNATURE DU CLIENT - FIRMA CLIENTE</b> William McGuire		<b>LA FALTA DE COMPLETAMIENTO Y DEVOLUCION DE LAS TARJETAS NO DIMINUYE SUS DERECHOS DE GARANTIA.</b> Me leído y entendido las declaraciones importantes antes de hacer. Cada vez que se reduce las lesiones se si maneja correctamente. Y los controles básicos de la máquina. Estoy enterado de las causas y de las consecuencias del retroceso y que el freno de cadena. También me han demostrado la operación segura de compra de la máquina nombrada en esta tarjeta de registro de garantía.	



our power, your passion

# FUEL/OIL MIX 50:1

Using genuine *efco*® 50:1 2-cycle oil or equivalent oil meeting JASO spec FD or ISO L-EGD

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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 6 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:

Moderate (50 hours)       Intermediate (125 hours)       Extend (300 hours)

Check owner's manual for further details.

3056265

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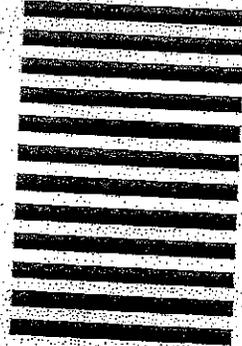


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**For California only:**

**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



# efco®

Legendary Italian Design and Performance

## 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, NEGLIGENCE, 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 IMPLIED 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.

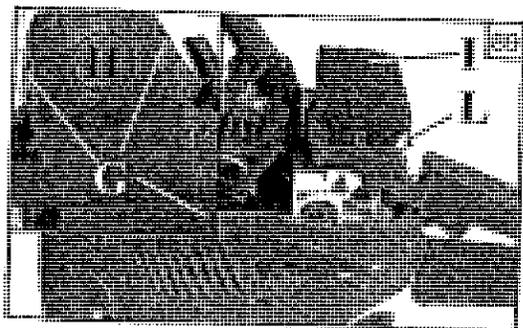
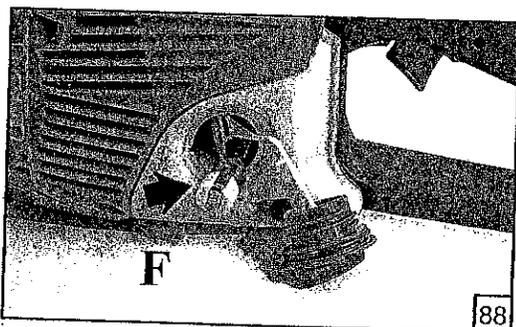
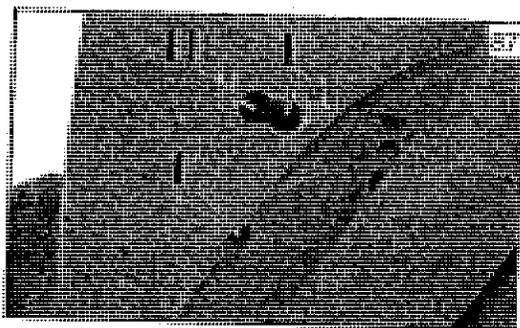
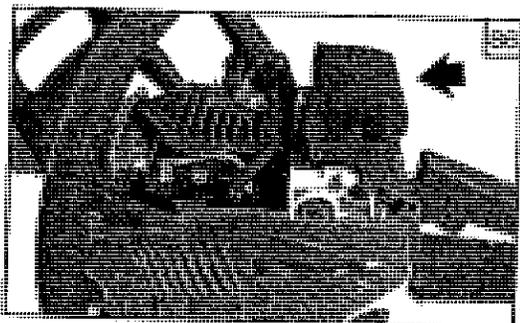
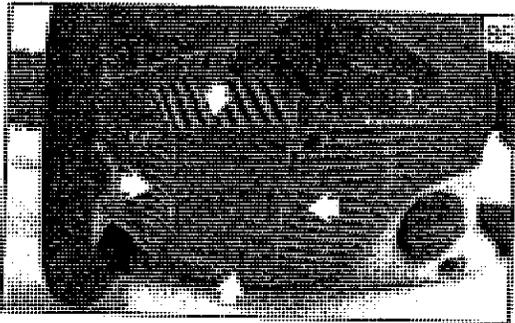
### MANUFACTURER'S WARRANTY COVERAGE:

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 your 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.

Duberg 003211



### 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

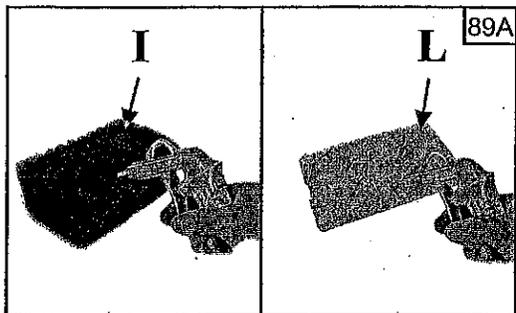


**WARNING:** Do not clean filter in gasoline or other flammable solvent to avoid creating a fire hazard or producing harmful evaporative emissions.

Unscrew the screws on the cover (G, Fig. 89), remove air filter cover (H) and check the air 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.

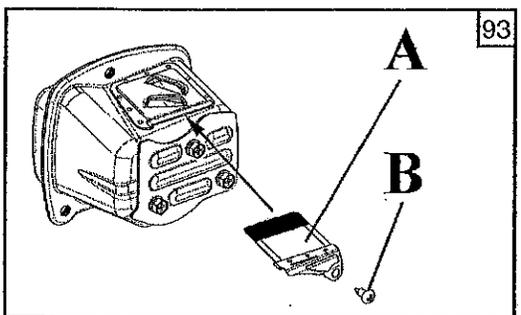
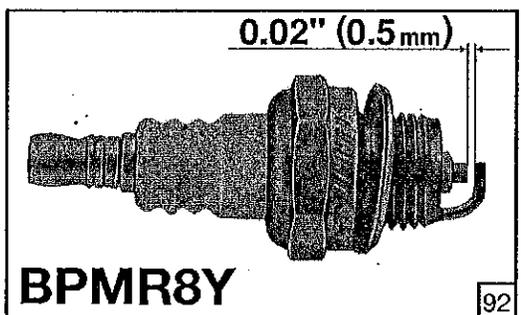
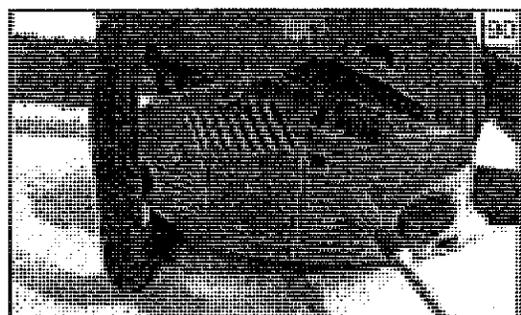


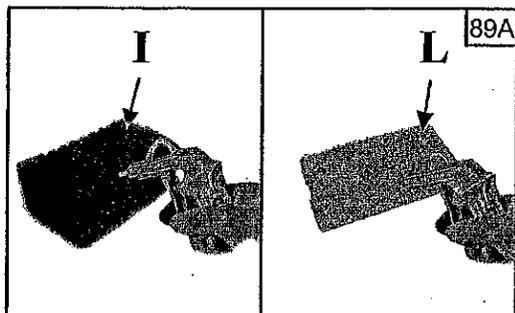
**WARNING:** A faulty or altered spark arrester system screen can create a fire hazard.

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.





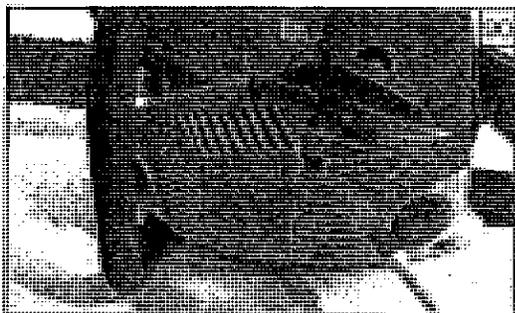
cubierta. Ponga la cubierta del filtro de aire en la motosierra. Apriete firmemente el mando de la cubierta. Un filtro de aire utilizado nunca se puede limpiar por completo. Se recomienda sustituir los filtros de aire por otro nuevo tras seis meses de funcionamiento.



**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

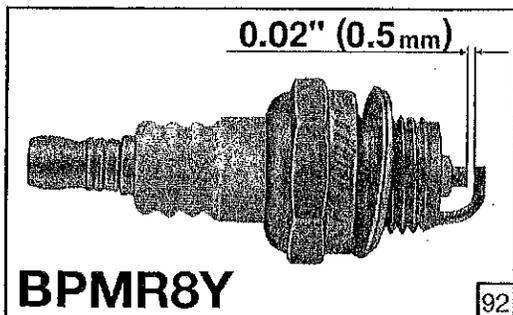
Limpie periódicamente las aletas del volante y del cilindro con aire comprimido o con un cepillo (Fig. 91). Si hay impurezas en el cilindro, es posible que el motor se sobrecaliente de forma peligrosa.



**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.



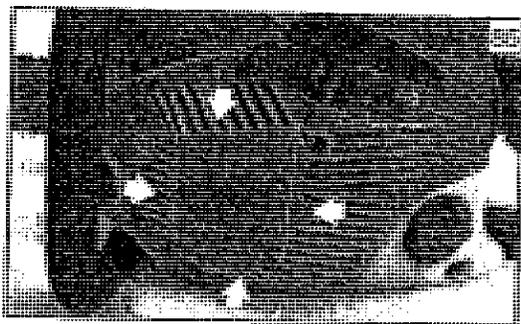
**ADVERTENCIA:** No someta nunca el sistema de encendido a pruebas con el conector del cable de encendido desconectado de la bujía o sin estar correctamente puesta la bujía, ya que las chispas no contenidas pueden provocar un incendio. Una conexión floja entre el terminal de la bujía y el conector del 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:

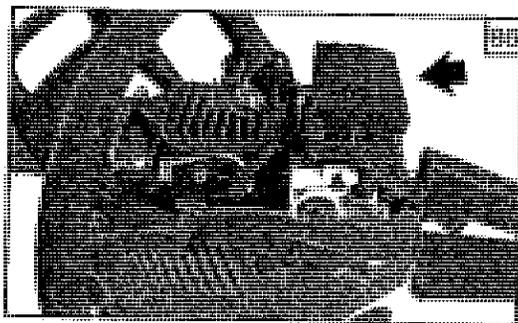
- Demasiado aceite en la mezcla de combustible;
- Filtro de aire sucio;
- Condiciones de funcionamiento desfavorables (por ejemplo, funcionamiento con carga parcial);

Pueden provocar que la bujía se deteriore rápidamente.



- Barra guía doblada.
- Ralles agrietados o rotos.
- Ralles abiertos.

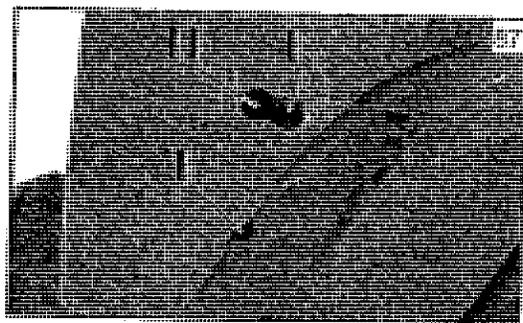
Además, las barras guía que tengan una rueda dentada en la punta se deben lubricar periódicamente con una jeringa de engrase para aumentar su vida útil. Gire la barra guía y compruebe que los orificios de lubricación (T) y la ranura de la cadena (S) no tienen impurezas.



### 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.

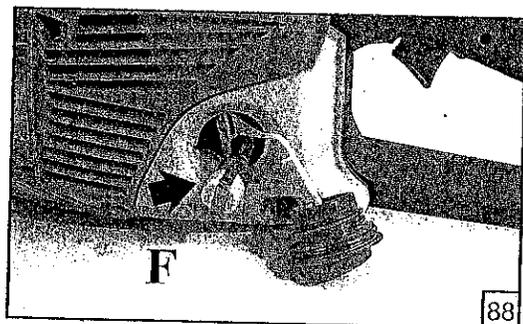
Este motor está diseñado y fabricado para cumplir las regulaciones de Fase 2 de la EPA (Agencia de protección del medio ambiente de EE.UU.). El carburador se ha ajustado en fábrica y no debe requerir ningún ajuste. El carburador sólo permitirá realizar un ajuste limitado de las agujas "L" (chorro bajo) 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.

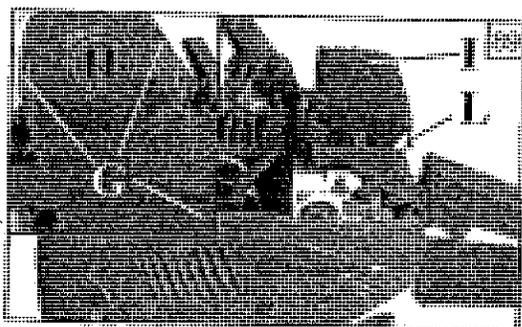
### Ajuste de la velocidad de ralentí

- 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.

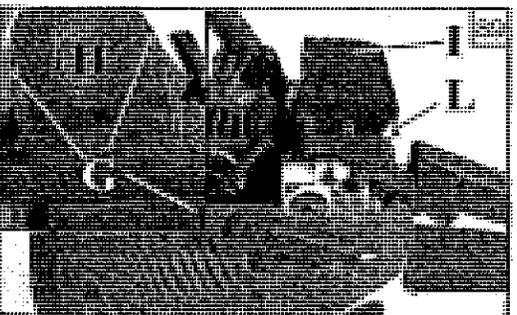
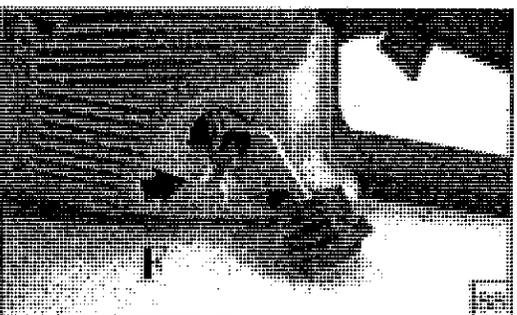
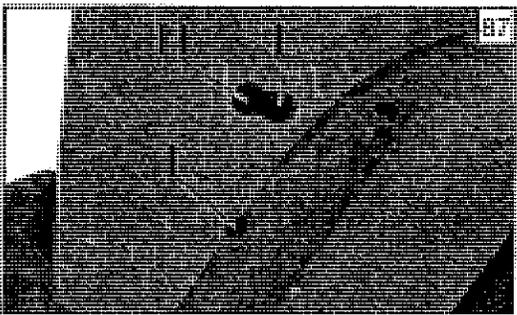
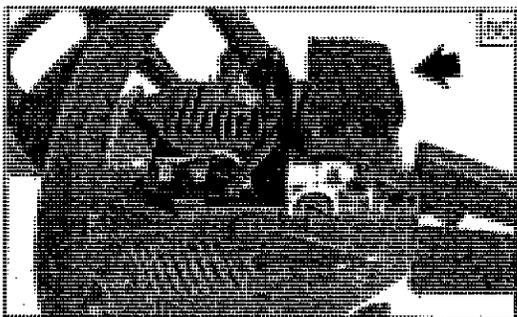
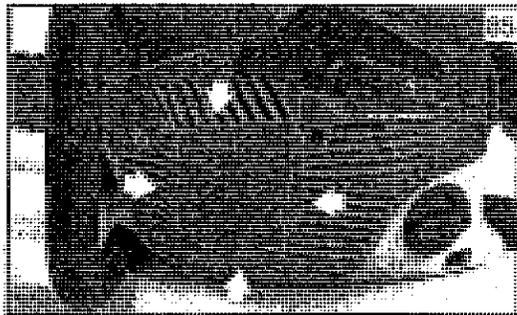


### Filtro de aire



**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" dans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continue 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

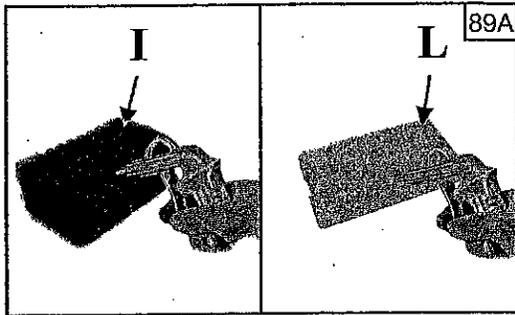
Contrôlez le filtre à carburant (F, Fig. 88) périodiquement. Remplacez-le s'il est contaminé ou endommagé.

### 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): nettoyez à l'aide du dégraissant, lavez à

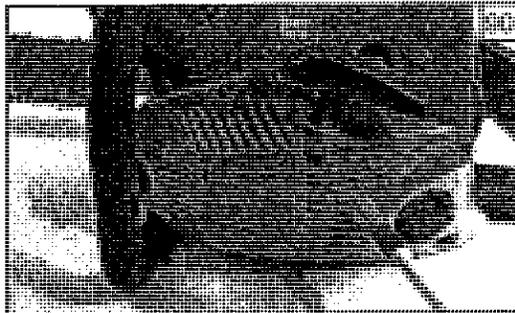


89A

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.

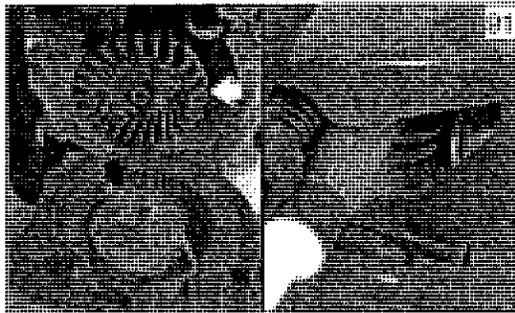


### Démarrreur

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.

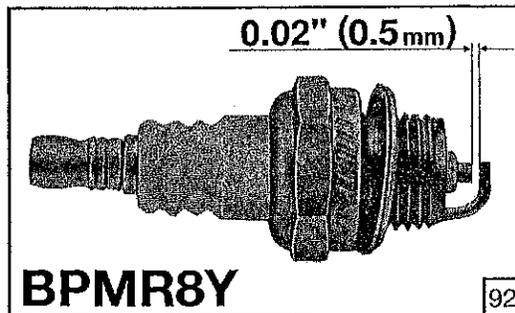


### Moteur

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.



0.02" (0.5 mm)

**BPMR8Y**

92

### 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;

# Auto-Owners Insurance

Life Home Car Business  
*The No Problem People*

FIVE THOUSAND AND 00/100 DOLLARS

PAY TO THE  
ORDER OF PAUL DULBERG & HIS ATTORNEYS  
THOMAS J POPOVICH PC

IN PAYMENT OF:  
PAYMENT ON BEHALF OF PAUL DULBERG  
FULL AND FINAL SETTLEMENT

BANK OF AMERICA NA  
CHICAGO IL 60610

70-2928  
719 IL

353319777

02/10/2014

INSURED: WILLIAM MCGUIRE & CAROLYN MCGUIRE

CLAIM NUMBER	LOSS DATE
013-0002779-2013	06/28/2013
POLICY NUMBER	AGENCY
48 010965 01	04-0517-00

\*\*\*\*\*5,000.00

*William & Carolyn*

SIGNATURE (IN SCALED AREA) - BACK OF FRONT - ORDER CONTAINS MICR CHARACTERS

⑈0353319777⑈ ⑆071923284⑆ 8765818149⑈

*Deposited to  
Trust 6/30/14*

*File  
Dulberg*

**COPY FILED**  
MAY 15 2012  
KATHARINE 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. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

No.: 12LA178

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, 2012, 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  
AT 20 AM PM  
FAILURE TO APPEAR MAY RESULT IN THE CASE  
BEING DISMISSED OR AN ORDER OF  
DEFAULT BEING ENTERED.

(D) ✓

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.

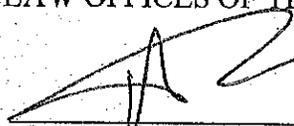
21. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were negligent in one or more of the following ways:

- 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 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

**CONSOLIDATED NOTICE TO PRODUCE PURSUANT TO  
SUPREME COURT RULE 214 AND SUPREME COURT RULE 237**

Pursuant to Illinois Supreme Court Rule 214, you are requested and directed to produce within twenty-eight (28) days the following items for inspection and copying. You are further requested and directed pursuant to Illinois Supreme Court Rule 237 to produce at the time of commencement of trial and arbitration the following items:

1. Produce for the purpose of adverse examination at trial and arbitration, pursuant to 735 ILCS 5/2-1102, Co-Defendants, CAROLINE MCGUIRE and BILL MCGUIRE.
2. All copies of damage bills, estimates of repair or replacement for any property claimed to have been damaged in the occurrence in question, including, but not limited to, estimates, cancelled checks, receipts or other documentary evidence representing payment for such damages.
3. All photographs or video, images, of any of the parties to this suit, of vehicles, property, or physical objects involved in the occurrence, scene of the occurrence. For each item produced, identify the date the item was originally produced, the identity and contact information of the photographer, videographer, filmmaker or other individual who produced the item described and the identity and contact information of the current custodian of the original item described.
4. Any statement, memoranda, or other writing recording of any interview with any party, other person, or witness who has knowledge of the facts alleged in the Complaint or who

has opinions relating to any of the issues alleged in the Complaint, except those protected by privilege.

5. Any releases, hold harmless, or any other type of settlement agreements between Plaintiff(s) and any other party which may have been responsible for the damages claimed by Plaintiff(s).
6. All policies of insurance providing collateral source of payments to the Plaintiff(s), including, but not limited to, medical payment insurance, disability insurance, PIP insurance, and/or employment related insurance. Please attach any/all policies of insurance referred to above.
7. Any and all medical hospital, medication, therapeutic, clinical records, bills and reports. Any Social Security records relating to applications for disability claims, along with documentary evidence.
8. All incident reports pertaining to the incident including but not limited to reports to employer and/or insurance company.
9. Any and all employment records of the Plaintiff.
10. Any and all school, vocational or educational records of the Plaintiff.
11. Any and photographs, recordings, charts, graphs, sketches, documents, papers or any other tangible item or documentary evidence which you intend to use and/or introduce at trial and arbitration.
12. The names and addresses of all witnesses you intend to call at the trial and arbitration of this matter.
13. The names, address, and specialties of all opinion witnesses other than those claimed as a consultant that you intend to call at the trial and arbitration of this matter.
14. Copies of all reports and qualifications for each opinion witness you intend to call at the trial and arbitration of this matter.
15. Copies of any and all subpoenas issued for arbitration and trial of this cause, with this request continuing throughout the pendency of this action.
16. If the party or his attorney responding to this Request to produce knows of the existence or location of any document or items requested, even though they are not within the current possession of the party or his/her attorney, identify the location, the custodian and the nature of the document or items.
  - a. The date on which said document or tangible object was created;
  - b. The name and last know address of the author of the document or maker of the tangible object;
  - c. The name and last know address of the recipient of the document or tangible object or item;

- d. A brief description of the subject matter of the document or description of the tangible object or item;
  - e. The basis of the claim of privilege.
17. An affidavit of the responding party of their attorney stating whether the production is complete in accordance with this Request pursuant to Supreme Court Rule 214 and Supreme Court Rule 237.
18. Copies of all individual United States and applicable individual state income tax returns, including any and all W2 forms and supporting documents for the year before, the year of and each year after the occurrence at issue. Further if any claim of lost income is based on self employment, produce and a all business and accounting records, including the name, address and telephone number of the accountant keeping or maintaining said records, for the year before, the year of and each year after the occurrence at issue.

I HEREBY CERTIFY that on September 5, 2012, a true and correct copy of the foregoing Request for Production was filed with the Clerk of the Circuit Court of McHenry County and 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,

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

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SUPREME COURT RULE 214 AND SUPREME COURT RULE 237**

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1. Produce for the purpose of adverse examination at trial and arbitration, pursuant to 735 ILCS 5/2-1102, Plaintiff, Hans A. Mast.
2. All copies of damage bills, estimates of repair or replacement for any property claimed to have been damaged in the occurrence in question, including, but not limited to, estimates, cancelled checks, receipts or other documentary evidence representing payment for such damages.
3. All photographs or video, images, of any of the parties to this suit, of vehicles, property, or physical objects involved in the occurrence, scene of the occurrence. For each item produced, identify the date the item was originally produced, the identity and contact information of the photographer, videographer, filmmaker or other individual who produced the item described and the identity and contact information of the current custodian of the original item described.
4. Any statement, memoranda, or other writing recording of any interview with any party, other person, or witness who has knowledge of the facts alleged in the Complaint or who

has opinions relating to any of the issues alleged in the Complaint, except those protected by privilege.

5. Any releases, hold harmless, or any other type of settlement agreements between Plaintiff(s) and any other party which may have been responsible for the damages claimed by Plaintiff(s).
6. All policies of insurance providing collateral source of payments to the Plaintiff(s), including, but not limited to, medical payment insurance, disability insurance, PIP insurance, and/or employment related insurance. Please attach any/all policies of insurance referred to above.
7. Any and all medical hospital, medication, therapeutic, clinical records, bills and reports. Any Social Security records relating to applications for disability claims, along with documentary evidence.
8. All incident reports pertaining to the incident including but not limited to reports to employer and/or insurance company.
9. Any and all employment records of the Plaintiff.
10. Any and all school, vocational or educational records of the Plaintiff.
11. Any and photographs, recordings, charts, graphs, sketches, documents, papers or any other tangible item or documentary evidence which you intend to use and/or introduce at trial and arbitration.
12. The names and addresses of all witnesses you intend to call at the trial and arbitration of this matter.
13. The names, address, and specialties of all opinion witnesses other than those claimed as a consultant that you intend to call at the trial and arbitration of this matter.
14. Copies of all reports and qualifications for each opinion witness you intend to call at the trial and arbitration of this matter.
15. Copies of any an all subpoenas issued for arbitration and trial of this cause, with this request continuing throughout the pendency of this action.
16. If the party or his attorney responding to this Request to produce knows of the existence or location of any document or items requested, even though they are not within the current possession of the party or his/her attorney, identify the location, the custodian and the nature of the document or items.
  - a. The date on which said document or tangible object was created;
  - b. The name and last know address of the author of the document or maker of the tangible object;
  - c. The name and last know address of the recipient of the document or tangible object or item;

- d. A brief description of the subject matter of the document or description of the tangible object or item;
  - e. The basis of the claim of privilege.
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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: 312-558-9871

By: \_\_\_\_\_

PERRY A. ACCARDO

Firm No.: **46878**

Attorney Bar No.: 6228720

Attorney for Defendant(s):

David Gagnon

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**CROSS-CLAIM FOR CONTRIBUTION AGAINST  
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, 2011 in 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 DULBERG, 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

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)

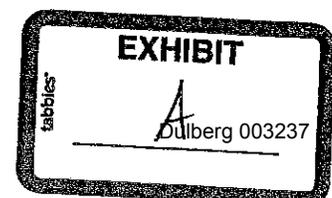
STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**CROSS-CLAIM FOR CONTRIBUTION AGAINST**  
**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, 2011 in 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 1/25/13.



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## CURRICULUM VITAE

**NAME:** Bobby L. Lanford

**TITLES:** PhD; Associate Adjunct Professor, Auburn University; Adjunct Professor, Clemson University

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2066 Girls Ranch Road  
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**TELEPHONE:** (m) 406-531-3541

**E-MAIL:** bob@lanfordintl.com

**DATE AND PLACE OF BIRTH:**  
March 14, 1943  
Woodruff, South Carolina

### EDUCATION:

B.S., Forestry, Clemson University, 1965  
M.S., Forestry, Clemson University, 1970  
PhD, Operations Research, State University of New York, College of Environmental Science and Forestry at Syracuse University, 1976

### EXPERIENCE:

#### 2002-present

Forest Operations Consultant assisting forestry equipment manufacturing, forest products, and logging companies with training and logging systems evaluations. Teaching of continuing education courses and providing expert witness help with court cases involving accidents, product liability, and contractual disputes. Developed a commercial weed spraying business. Developed business plans, cost benefit analyses and evaluated businesses for companies involved with engineering and manufacturing concepts. Natural resource inventory design and statistical analysis of natural resource data with specialized expertise in least squares regression analysis techniques.

#### 2007-2013

Founded Big Sky Shavings, LLC along with two partners to make wood shavings for animal bedding from logs. Bought and assembled equipment and built entire

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facility. Secured financial assistance and retail and wholesale markets. Purchased wood from logging contractors. Supervised 15 to 20 employees. Sold interest in company to a partner.

**1998-2001**

Associate Professor of Forest Harvesting in the School of Forestry and Wildlife Sciences at Auburn University. Job involves approximately 65% research and 35% teaching in logging and related activities. Research and teaching in timber harvesting methods with particular focus on cut-to-length harvesting methods including manual systems using horses and mules and fully mechanized systems using latest Scandinavian technology. Retired with title of Associate Professor Emeritus on December 31, 2001.

**1989-1998**

Associate Professor of Forest Harvesting and Extension Timber Harvesting Specialist in the School of Forestry at Auburn University. Job involved approximately 55% research, 20% extension, and 25% teaching in logging and related activities. Research and extension efforts concentrated on timber harvesting systems that are more environmentally acceptable.

**1988-1989**

Founder and Vice-President of Tenn-Tom Firewood, a large-scale commercial, packaged-firewood manufacturing and marketing company. Developed concept and facility from beginning up through manufacturing of product. Designed manufacturing facility and product packaging, located plant site, secured financial backing, created marketing network, and supervised the day-to-day operation of the plant. Was responsible for purchasing wood, hiring and firing employees (up to 50 employees at one time), purchasing packaging supplies, contracting with commercial haulers, selling firewood directly at yards, and operating a logging operation.

**1978-1988**

Associate Professor of Forest Harvesting in the School of Forestry at Auburn University. Job involved approximately 25% teaching and 75% research in logging and related operational activities. Taught courses in timber harvesting. Conducted research of logging equipment applications, particularly in regard to first pine plantation thinnings.

**1977**

As leader of Weyerhaeuser Company's Southern Harvesting Research and Development Group, was responsible for conducting investigations into new logging equipment and methods in five southern regions. Job required supervision of five professionals.

**1976**

Responsible for methods of timber inventory and scaling practices for all International Paper Company lands in the US. Job title was Manager - Timber Inventories and Mensuration.

**1973-1975**

Performed operational research in developing and implementing custom designed sampling scheme for timber inventory of International Paper Company's five million acres in their Southern Kraft Division. Job title was Senior Forest Mensurationist. Acted as in-house consultant on various other projects including major land purchases and statistical training.

**1969-1971**

Directed and conducted research project for American Pulpwood Association - Harvesting Research Project. Title was Production Tables Supervisor. Supervised time study teams in collecting productivity data from logging operations across the entire South. Performed statistical analysis of this data to develop logging production rates. Coordinated efforts of consultants and carried on liaison with sponsor forest products companies.

**Military Service:**

US Army Corps of Engineers. Received commission through ROTC. Spent one year teaching map reading and aerial photogrammetry at Fort Belvoir, Virginia. The other year of active duty was in Vietnam working with engineer construction units. Operated two rock quarries. Awarded Bronze Star for service. Completed reserve obligations after active duty.

**Consultation:****Expert witness for court cases:****2014**

Family of mechanic vs. logging contractor

Independent mechanic was killed while haul tractor trailer was being loaded. As expert for the Plaintiff, Lanford supplied lawyers with understanding of common logging safety practices. Case was settled in favor of Plaintiff.

Family of lady killed vs. tree removal company

Owner of residential property was killed by a tree being felled. Lanford assisted Plaintiff lawyers by explaining common felling safety procedures and techniques and providing a written report of findings of a visit to the accident site. Case settled in favor of the Plaintiff.

**2001**

Wood supplier vs. forest products company and others

Plaintiff claimed losses from Defendant not adhering to terms of a

verbal contract to supply wood to a mill that was a long distance from the wood source. As expert for the Defense, Lanford reviewed the facts for the case and made recommendations to Defense on best course of action. Outcome is unknown.

Logging contractor vs. forest products company and others

Plaintiff claimed forest products company did not adhere to terms of chipping contract and forced him out of business. Lanford served as an expert for the Defendant on logging operations and assisted in documenting contractor's costs. Analysis proved that the Defendant was not responsible for the alleged Plaintiff losses. Case was settled out of court with favor to the Defendant.

Forest Service employee vs. US Forest Service

US Forest Service claimed criminal intent on the part of the Defendant in that he allowed timber to be taken from a US National Forest without proper payment. Lanford served as an expert for the Defendant concerning forest thinning practices and procedures and their application on the tracts in question. Case was tried in a Federal Court and dismissed by the Judge after Prosecution failed to prove criminal intent.

Truck driver vs. forest products company and others

Plaintiff was injured after a chip trailer fell from a chip-dumping device and hit him. Lanford served as an expert for the Plaintiff in proper safety procedures on wood handling facilities at mills. Case was settled for the Plaintiff prior to trial.

Log truck driver vs. wood products supplier and logging contractor

Plaintiff was hit by a tree being chainsaw felled. Lanford served as an expert for the Plaintiff in the safe techniques and procedures required during chainsaw felling. Case was settled for the Plaintiff out of court.

## **1999**

Log truck driver vs. log purchasing company

Plaintiff was hit by a log that rolled off his truck during off loading. Defendant had improper off loading facilities and procedures that allowed accident. Lanford served as expert for the Plaintiff on woodyard safety practices and procedures. Case was settled for the Plaintiff before trial was completed.

## **1998**

Log truck driver vs. log purchasing company

Plaintiff was hit by log that rolled off his truck during off loading. Defendant had improper off loading facilities and procedures that allowed accident. Lanford served as expert for the Plaintiff on woodyard safety

practices and procedures. Case was settled for the Plaintiff before trial was completed.

## **1997**

Log truck driver vs. log purchasing company

Plaintiff was hit by log that rolled off his truck during off loading. Defendant had improper off loading facilities and procedures that allowed accident. Lanford served as expert for the Plaintiff on woodyard safety practices and procedures. Case was settled for the Plaintiff before trial was completed.

Forest products company vs. United States

US Government claimed that company had improperly taken tax deductions for hurricane damages. Lanford assisted Government as an expert on timber inventory and mensuration. Case has been settled as far as known.

Forest products equipment manufacturer vs. US Government

Assisted manufacturer in case involving import duties on logging machines being brought into the US. Government claimed that machines were highway vehicles and subject to import taxes not normally charged to woods equipment. Lanford served as expert for the Plaintiff defining the attributes of the machines in question. Case is still in litigation as far as known.

Wife of log truck driver vs. forest products company

Plaintiff sued for damages resulting from the death of her husband, who was hit by log that rolled off his truck during off loading and was killed. Defendant had improper off loading facilities and procedures that allowed accident. Lanford served as expert for the Plaintiff on woodyard safety practices and procedures. Case was settled for the Plaintiff before trial was completed.

## **1996**

Hunter vs. forest products company and logging contractor

Individual was injured while visiting a logging operation. Logger failed to give proper safety instructions to Plaintiff. Required understanding of safety issues associate with logging operations. Witness for the plaintiff. Case settled for the Plaintiff out of court.

## **1995**

Log truck driver vs. log purchasing company

Plaintiff was hit by log that rolled off his truck during off-loading. Defendant had improper off loading facilities and procedures that allowed accident. Lanford served as expert for the Plaintiff on woodyard safety

practices and procedures. Case was settled for the Plaintiff before trial was completed.

### **1980's**

Equipment manufacturer vs. logging contractor

Contractor claimed faulty design on skidder winch causing injury during use. Required examination of winch design and methods of use. Witness for the Defendant.

Equipment manufacturer vs. logging contractor

Contractor sued equipment manufacturer for failure of equipment to operate up to expectations. Required expert opinion concerning potential production and profits of logging contractor. Witness for the Defendant.

Forest products company vs. logging contractor

Contractor sued company for breach of a chipping contract. Required testimony of levels of production and costs of harvesting with in woods chipping equipment. Witness for the Defendant. Case settled for the Defendant.

Lumber company vs. US Army Corps of Engineers

Required testimony as to changes in logging costs when a peninsular of land was made into an island by a cross canal dug by the Corps of Engineers for barge navigation. Logging costs dating back to the time of the canal installation (1960's) were researched and estimated. Witness for the Plaintiff. Case was awarded to US.

### **Equipment design:**

Chainsaw safety device - Retained by National Bureau of Standards to review safety device for chainsaws for potential government funding. Performed First and Second Stage Evaluations.

Chainsaw operator's manual for bow guides - Reviewed manual for improvements to reduce the safety hazards associated with chainsaw use.

### **Environmental impact studies:**

Clearcutting effects along the Tombigbee and Warrior River basins - Participated with a team of scientists studying environmental effects of clearcutting. Identified logging methods, costs and economic ramifications as a part of an overall study initiated by the U.S. Army Corps of Engineers.

### **Training and continuing education for foresters and loggers:**

Logging Cost Analysis Workshops have been presented approximately

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once or twice a year since the early 1980's. Hundreds of foresters, loggers, and other persons interested in logging costs have attended. Since the mid-1980's the course has spotlighted a spreadsheet approach to logging cost analysis that was developed by Lanford along with others at Auburn University. This approach is the most widely accepted method of logging cost analysis in the forestry and logging professions.

Thinning Analysis and Methods Workshops have been offered since the mid-1980's and have trained hundreds of landowners, foresters, and loggers in the many aspects of commercial thinning of timber both from a silvicultural as well as an operational perspective. Concepts presented in the course embody the latest research findings including biological responses to cultural treatments and the operational methodology and equipment required to achieve ecological goals.

Harvest Planning and Layout Workshops have been offered during the late 1990's until present and have been presented in response to an interest by land managers and loggers to prepare timber harvesting sites in a way that efficiently removes wood while meeting guidelines and regulations required to protect environmental interests. Considerable attention has been given to the latest computer tools for documenting planning procedures.

Chainsaw Safety and Operation Methods is hands-on training of proper procedures for chainsaw felling and processing. This training has been customized to diverse groups ranging from casual firewood cutters to professional loggers. The training embraces the open-faced techniques developed by renowned Swedish logging trainer Soren Eriksson.

GPS and Land Navigation Workshop for professionals and nonprofessionals introduced students to the latest GPS equipment and how they relate to maps and land navigation.

**Other:**

Timber cruises, forest management advice and equipment and logging system selection consultation with various companies. Advisory status with several forestry equipment manufacturers including Caterpillar, Timberjack, Valmet, Melroe, and Ponsse.

Served on Ad Hoc Committee on Alabama BMP's.

Helped logging contractors successfully develop cut-to-length operations working on NIPF lands.

Assisted a Korean pulp firm in selecting appropriate harvesting systems

for their new chip mill operation in north Alabama.

Served as a member of Tri County RAC (Resource Advisory Committee) for 8 years allocating Title II funds to the USDA Forest Service Beaverhead Deerlodge National Forest in Montana for resource improvement projects.

**PROFESSIONAL AND HONORARY MEMBERSHIPS AND OFFICES:**

Registered Forester, State of Alabama, Number 937, retired  
Alabama Forestry Association, retired  
Council on Forest Engineering, charter member  
Xi Sigma Pi  
Alpha Zeta  
Eagle Boy Scout with God and Country Award

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- Greene, W.D. and B.L. Lanford. 1985. A grapple processor for plantation thinning. Forest Prod. J. 35(3):60-64. <sup>2</sup>
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- Greene, W.D., B.L. Lanford and E.F. Mykytka. 1987. Stand and operating effects on feller-buncher productivity in second thinnings of southern pine. Forest Prod. J.37(3):27-34. <sup>2</sup>
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- Greene, W.D., J.L. Fridley and B.L. Lanford. 1987. Operator variability in interactive simulations of feller-bunchers. Transactions ASAE 30(4):918-921,931. <sup>2</sup>
- Holtzsch, M.A. 1995. Cut-to-length logging: A comparison of thinning systems. M.S. Thesis, School of Forestry, Auburn University, AL, 155 pp. <sup>1</sup>
- Holtzsch, M.A. and B.L. Lanford. 1997. Tree diameter effects on cost and productivity of cut-to-length systems. Forest Prod. J. 47(3):25-30. <sup>2</sup>
- Lanford, B.L. 1970. Cost analysis of shortwood and tree length harvesting systems. M.S. Thesis, Department of Forestry, Clemson University, Clemson, SC, 70 pp.
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1 Major professor.

2 Major professor during graduate studies of first author.

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- Lanford, B.L., R.E. Hoffman and R.H. Iff. 1983. A small skidder for thinning: The Holder A55F tractor. *South. J. Appl. Forestry* 7(3):161-165.
- Schroering, J.D., B.L. Lanford, and B.J. Stokes. 1985. Franklin 105 Feller Buncher: Fifth row thinning application. *South. J. Appl. Forestry* 9(2):110-113. <sup>2</sup>
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- Sommerville, M.C., B.L. Lanford and B.J. Stokes. 1984. Mechanized piling during pine plantation thinning. *Forest Prod. J.* 34(4):45-49. <sup>2</sup>

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CV: Dr. B.L. Lanford  
Updated: 4/17/2015

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- Schroering, J.D. and B.L. Lanford. 1985. Application of the Hewlett-Packard 41CV calculator in elemental time studies. *AL Agric. Expt. Sta., Bull.* 569, 30 pp. <sup>2</sup>
- Schroering, J.D. and B.L. Lanford. 1985. Timber cruising with the Hewlett-Packard 41CV hand-held programmable calculator. *AL Agric. Expt. Sta., Bull.* 564, 38 pp. <sup>2</sup>
- Shrestha, S. P. and B. L. Lanford. 1999. Ground disturbance and residual stand impacts from horse/mule logging. Paper 1999 annual COFE meeting in Natchez, MS. <sup>2</sup>
- Shrestha, S. P.; B. L. Lanford and B. Rummer. 1999. *Ground Disturbance and Residual Stand Impacts from Horse/Mule Logging*. Council on Forest Engineering. Vicksburg, USA.
- Shrestha, S. P. and B. L. Lanford. 2001. Utilization and cost for animal logging operations. In *proc. 2001 annual COFE meeting in Snowshoe, WV*. <sup>2</sup>
- Shrestha, S. P. and B. L. Lanford. 2001. Opportunities and limitations of animal logging. In *proc National Convention Society of American Forester, September 15, 2001, Denver, Colorado*. <sup>2</sup>
- Shrestha, S. P. and B. L. Lanford. 2002. Comparison of timber utilization between a Tree-Length and an In-Wood Chipping harvesting operations. Council on Forest Engineering. Auburn, Alabama. USA.
- Stokes, B.J. and B.L. Lanford. 1981. A case study of the Albright felling saw in sawtimber stands. 1981 Winter Meeting ASAE, Pap. 81-1589, Chicago, IL, 11 pp. <sup>2</sup>
- Stokes, B.J. and B.L. Lanford. 1982. Patterns and equipment for selective thinning. in *proc., Forestry and Harvesting Training Center Workshop, "Thinning southern pine plantation," Long Beach, MS* p.105-118. <sup>2</sup>
- Stokes, B.J. and B.L. Lanford. 1983. Evaluation of the Timbco Hydro-Buncher in southern plantation thinning. *Am. Soc. Agric. Engr.* 83-1600, 11 pp. <sup>2</sup>
- Stokes, B.J. and B.L. Lanford. 1983. Timbco feller-buncher visits the South. *Am.*

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Pulpwood Assoc., Tech. Rlse. 83-R-91.

Stokes, B.J. and B.L. Lanford. 1985. Albright felling saw. Am. Pulpwood Assoc., Tech.Rlse. 85-R-10, Washington, DC, 2 pp. <sup>2</sup>

Stokes, B.J. and B.L. Lanford. 1985. Prebunching and skidding functions in thinnings. ASAE, 1985 Winter Meeting, Pap. 85-1594, Chicago, IL, 9 pp. <sup>2</sup>

Stokes, B.J. and B.L. Lanford. 1986. Production and costs of manual delimiting, bucking and piling in thinnings. USDA Forest Serv., South. Forest Expt. Sta., Res. Pap.SO-223, 8 pp. <sup>2</sup>

Taylor, S.E., R.W. Brinker, and B.L. Lanford. 1992. Safety and health in agricultural and forest engineering curricula. Am. Soc. Agric. Engr. 1992 International Winter Meeting, Pap.92-5515, Nashville, TN, 15 pp.

Tufts, R.A., B.L. Lanford, W.D. Greene and J.A. Burrows. 1985. Auburn Harvesting Analyzer. Compiler 3(2):14-15.

Tufts, R.A., J.A. Burrows, W.D. Greene and B.L. Lanford. 1985. Planning cost control: Fine tuning the system. Timber Harvesting 33(9):33-36.

Vidrine, C.G., C. deHoop and B.L. Lanford. 1999. Assessment of site and stand disturbance from CTL harvesting.

03/01/2011

**CURRICULUM VITAE**

**NAME:** CRAIG STUART PHILLIPS

**ADDRESS (WORK):** The Illinois Bone and Joint Institute,  
2401 Ravine Way,  
Glenview, Illinois,  
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**EDUCATION:**

Graduate: University of the Witwatersrand,  
1984-1989 Johannesburg, South Africa  
Doctor of Medicine (MD)

**TRAINING:**

Jan. 1990 - June 1992 Resident-Orthopaedic Surgery  
University of the Witwatersrand General Hospital,  
Johannesburg, South Africa.

July 1994 - June 1999 Resident - Orthopaedic Surgery  
The University of Chicago Hospitals,  
5841 S. Maryland Ave.  
Chicago, Illinois

July 1999 - June 2000 Fellowship - Hand and Upper Extremity Surgery  
The Curtis National Hand Center,  
John's Hopkins Medical Center,  
3333 North Calvert Street, Second Floor,  
Baltimore, Maryland, 21218-3334

**CURRENT POSITION:**

January 2004 - Present: Hand and Upper-Extremity Surgery,  
Microvascular Surgery,  
The Illinois Bone and Joint Institute  
  
Clinical Assistant Professor of Surgery,  
Department of Surgery,  
Section of Orthopaedic Surgery  
The University of Chicago, Pritzker School of Medicine

**PREVIOUS APPOINTMENTS:**

July 1992 - June 1994 Research Associate - Hand and Upper-Extremity Surgery  
University of Chicago,  
Chicago, Illinois

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STAFF COUNCIL

July 2000 – December 2003

Assistant Professor of Surgery,  
Reconstructive Hand and Upper-Extremity Surgery,  
Microvascular Surgery,  
Section of Orthopaedic Surgery,  
The University of Chicago Hospitals

Director Hand and Upper-Extremity Surgery,  
Department of Orthopaedic Surgery,  
Louis A Weiss Memorial Hospital

January 2004 – June 2009

Instructor of Clinical Orthopaedic Surgery  
Feinberg School of Medicine,  
Northwestern University

**LICENSURE:**

Illinois, USA # 036-094861 (active)  
Maryland, USA # D0054598 (lapsed)

**EXAMINATIONS PASSED:**

Certificate of Added Qualification (CAQ) Hand – August 2003  
American Board of Orthopaedic Surgery (Part II) – July 2002  
American Board of Orthopaedic Surgery (Part I) – July 1999  
ECFMG Certified September 1993  
Medical Doctor (MD) - November 1989

**POSTGRADUATE AWARDS:**

Chicago Surgical Society:

Annual competition  
Tensile strength of zone II flexor tendon repairs in a human cadaver model  
November 1993

American Association for Hand Surgery:

23rd annual Meeting  
Best Research Basic Science Category  
Ulnar flexor tendon synovial sheath anatomy: A macroscopic study  
December 1993

Howard Schneider Competition:

Illinois Orthopaedic Society  
Tensile strength of zone II flexor tendon repairs in a human cadaver model  
March 1994

Howard Schneider Competition:

Illinois Orthopaedic Society  
The Efficiency of flexor tendon reconstruction in Zone II in human cadavers  
March 1998

AOA - Zimmer Traveling Award:

American Orthopaedic Association  
The Efficiency of flexor tendon reconstruction in Zone II in human cadavers  
June 1998

Illinois Orthopaedic Society:

Resident Competition,  
A mechanical comparison of pulley reconstruction techniques in the cadaver digit  
May 1999

The University of Chicago:  
Section of Orthopaedic Surgery  
Teacher of the year award,  
2001-2002

Castle Connolly Top Doctors award  
Chicago,  
2003

Chicago Hand Society:  
Winner Koch Award for best manuscript  
The effect of ulnar shortening on the ulnocarpal ligaments and the distal radioulnar joint.  
October 2004

American Society for Surgery of the Hand:  
Young Members Leadership Committee  
December 2007

International Association of Orthopaedic Surgeons (IAO)  
Top Doctor Award  
2010

#### **ADDITIONAL CLINICAL ACTIVITIES:**

- Physician for Annual South African Formula 1 motor vehicle race - 1989
- Assistant team physician Thornton High School football - 1996
- Hand Surgery Overseas. Dominican Republic - 1999
- Assistant Team physician - Northwestern University - January 2004 - July 2009

#### **SOCIETIES:**

- American Academy of Orthopaedic Surgery: 1997 - Present
- American Society for Surgery of the Hand: May 2000 - Present
- Mid-American Orthopaedic Association: March 2001 - Present
- Health Volunteer Overseas: July 2001 - July 2002
- Chicago Hand Society: November 2002 - Present
- Illinois Orthopaedic Society: November 2002 - Present

#### **COMMITTEES:**

Weiss Memorial Hospital:  
Bioethics Committee,  
February 2001 - December 2003

Weiss Memorial Hospital fund-raising: Arlington Program  
March 2001

Weiss Memorial Hospital:  
Quality Review Management Committee,  
February 2001 - December 2003

Weiss Memorial Hospital:  
Co-Chairman:  
Quality Review Management Committee,  
October 2002 - March 2003

Weiss Memorial Hospital:  
Chairman:  
Orthopaedic Surgery Quality Review Management,  
January 2002 – December 2003

Weiss Memorial Hospital:  
Cost Containment Committee  
October 2002 – December 2003  
American Society for Surgery of the Hand:  
Product and Publication Advisory Committee  
October 2002 – September 2010

American Society for Surgery of the Hand:  
Public Education Committee  
October 2002 – October 2008

Evanston Northwestern Hospital  
Impaired physician committee  
August 2006 – present

Ravine Way Surgery Center  
Board of Directors Committee  
August 2006 – present

Illinois Bone and Joint Institute  
Management Committee  
Glenview, Wilmette division  
September 2006 – present

American Society for Surgery of the Hand:  
Crucial Elements Committee  
October 2007 – present

American Society for Surgery of the Hand:  
Commercial Support Committee  
January 2008 – June 2009

American Society for Surgery of the Hand:  
Government Affairs Committee  
February 2008 – September 2010

## EDUCATIONAL RESPONSIBILITIES

July 2009 – Present	Fellowship Director Hand & Upper-Extremity Surgery
July 2009 – Present	Educator - didactic and surgical technique, The University of Chicago Orthopaedic Residents
January 2004 – June 2009	Clinical Instructor - - didactic and surgical technique, Northwestern University Orthopaedic Residents
July 2000 – December 2003	Resident Research Director The University of Chicago Orthopaedic Surgery Residency

July 2000 – December 2003     Anatomy Course Director  
The University of Chicago Orthopaedic Surgery Residency

July 2000 – December 2003     Resident Recruitment Committee  
The University of Chicago Orthopaedic Surgery Residency

July 2000 – December 2003     Conference Coordinator and Director  
Hand and Upper-Extremity Weekly Conference  
Weiss Memorial Hospital

#### RESEARCH ACTIVITIES:

Reviewer:  
American Society for Surgery of the Hand annual conference.  
Seattle, WA.  
October 2000

Editorial Board:  
Orthopedic Quarterly  
November 2001-Present

Assistant reviewer:  
The Journal of Hand Surgery  
January 2001 – January 2004

Associate Editor:  
Journal of Hand Surgery  
January 2004 – Present

Associate Editor:  
Journal of Hand & Microsurgery  
January 2009 – Present

#### PUBLICATIONS (peer reviewed):

1. **Phillips CS**, Falender R and Mass D. Ulnar flexor tendon synovial sheath anatomy: A macroscopic study. *Journal of Hand Surgery* 20A:636-641, 1995.
2. **Phillips C** and Mackay DR. An unusual foreign body in the hand; delayed presentation of a retained human tooth. A case report. *Scandinavian Journal of Plastic Reconstructive and Hand Surgery* 29(2):181-183, 1995.
3. **Phillips CS** and Mass D. Mechanical analysis of the palmar aponeurosis pulley in human cadaver hands. *Journal of Hand Surgery* 21A:240-244, 1996.
4. Komanduri M, **Phillips CS** and Mass D. Tensile strength of flexor tendon repairs in a dynamic cadaver model. *Journal of Hand Surgery* 21A:605-611, 1996.
5. Kang H, Lee S, **Phillips CS** and Mass D. Biomechanical changes of cadaveric finger flexion: The effect of wrist position and of the transverse carpal ligament and palmar and forearm fasciae. *Journal of Hand Surgery* 21A:963-968, 1996.
6. Hamman J, Ali A, **Phillips CS**, Cunningham B and Mass D. A biomechanical study of the flexor digitorum superficialis: Effects on digital pulley excision and loss of flexor digitorum profundus. *Journal of Hand Surgery* 22A:328-335, 1997.
7. Phillips FM, **Phillips CS**, Wetzel FT and Gelinias C. Occipito-cervical neutral position - Surgical implications. *Spine* 24:775-778, 1999.

8. **PhillipsCS**, Murphy MS. Vascular Problems of the Upper-Extremity: A Primer for the Orthopaedic Surgeon. Journal of the American Academy of Orthopaedic Surgery, November 2002.
9. **PhillipsCS**, Nenadovich N. A contemporary approach to osteoporotic wrist fractures in the elderly. Advances in Osteoporotic Fracture Management. Quarterly review, October 2002
10. **PhillipsCS**, Swanson A and Mass MD. A mechanical comparison of pulley reconstruction techniques in the cadaver digit. *Accepted after resubmission Journal of Bone and Joint Surgery*
11. Pennock AT, **PhillipsCS**, Matzon JL, and Daley EB. The Effects of Forearm Rotation on Three Wrist Measurements: Radial Inclination, Radial Height, and Palmar Tilt. Hand Surgery, 2005, Jul;10(1):17-22
12. Matzon JL, Widmer BJ, Draganich, LF, Mass DP, **PhillipsCS**. Anatomy of the Coronoid Process. Journal of Hand Surgery 31A, 1272-1278, 2006

**PUBLICATIONS(Under review):**

1. Dunlap BJ, Benson LS, **PhillipsCS**, Gavin PJ, Peterson LR. Contamination of skin markers used to mark the operative site. *Submitted to Journal of Bone & Joint Surgery.*
2. The effect of ulnar shortening on the ulnocarpal ligaments and the distal radioulnar joint. Tan R, Mass DP, **PhillipsCS**.
3. **PhillipsCS** and Mass D. The pressure exerted on the annular pulley system during finger flexion. *Submitted to Journal of Hand Surgery.*
4. Jaureguito J, Wilcox JF, Thistead R, Cunningham B, **PhillipsCS** and Reider B. The effect of Morphine on human articular cartilage of the knee - an in vitro study. *Submitted to Journal of Sports Medicine.*
5. Manning D, **PhillipsCS**, Cunningham B, and Mass D. The macroscopic study of the radial bursa and the flexor pollicis longus synovial sheath. *Resubmitted to Journal of Hand Surgery*
6. **PhillipsCS**, Swanson A, Heminger H, and Mass D. Efficiency of reconstructed flexor tendons in cadaver hands. *Submitted to Journal of Hand Surgery.*
7. **PhillipsCS**, Ho E, Betts, J. The effect of first carpo-metacarpal arthroplasty on carpal canal morphology. *Submitted to Journal of Hand Surgery*
8. Complex elbow instability associated with coronoid fractures. Matzon J, Siebert N, **PhillipsCS**. *Submitted to Journal of Hand Surgery*

**Manuscripts(In preparation):**

1. The relationship of tendon load and fingertip pinch in the flexor digitorum profundus. Ali A, **Phillips CS**, Cunningham B and Mass D
2. The biomechanical analysis of the thumb flexor tendon pulley system. Cunningham B, **PhillipsCS** and Mass D.
3. The anatomy of the thumb flexor pulley system; the forth pulley. Cunningham B, **PhillipsCS**, Mass D.
4. Elongation and knot strength of non-absorbable suture material. Murphy KT, Minter RA, **Phillips CS** and Mass DP.

## ABSTRACTS

1. Cunningham BJ, **Phillips CS** and Mass DP. Anatomy of the flexor pollicis longus tendon sheath and the radial bursa of the hand. Orthopaedic Transactions vol 19, Number 3, pp754, 1995-1996.
2. Kang HJ, **Phillips CS** and Mass DP. Biomechanical changes of finger flexion after carpal tunnel release. Orthopaedic Transactions vol 19, Number 3, pp708, 830, 1995-1996.
3. Hamman JJ, Ali A, **Phillips CS**, Cunningham B and Mass DP. Effects of annular pulley and FDP excision on FDS efficiency. Orthopaedic Transactions vol 19, Number 3, pp701, 1995-1996.
4. Cunningham BJ, **Phillips CS** and Mass DP. Biomechanical analysis of the thumb flexor pulleys. Orthopaedic Transactions vol 19, Number 3, pp701, 1995-1996.
5. **Phillips CS** and Mass DP. The annular pulley pressure during finger flexion. Orthopaedic Transactions vol 19, Number 3, pp701-2, 1995-1996.
6. **Phillips CS** and Mass D. Mechanical analysis of the palmar aponeurosis pulley in human cadavers. Year Book of Hand Surgery 1997, pp11-12, 1997.
7. Phillips FM, **Phillips CS**, Gelinac C and Wetzel FT. Occipito-cervical neutral position - Possible surgical implications. Orthopaedic Transactions vol 21, Number 2, pp507 + 1145, 1997.
8. Cunningham B, **Phillips CS** and Birnie R. Macroscopic anatomy of the medial antebrachial nerve of the forearm. Orthopaedic Transactions vol 21, Number 2, pp1178, 1997.
9. **Phillips CS**, Emami A, Swanson A, Heminger H and Mass DP. Independent flexor digitorum profundus excursion among fingers in human cadavers. Orthopaedic Transactions vol 22, Number 2, pp368, 1998-1999.
10. **Phillips CS**, Swanson A, Heminger H and Mass DP. The efficiency of reconstructed tendons in zone II in human cadavers. Orthopaedic Transactions vol 22, Number 2, pp370, 1998-1999.

## BOOKS EDITED:

Flexor Tendon Injuries. **Craig S Phillips**, Daniel P Mass. Hand Clinics: Lipincott Williams: Feb 2005.

## BOOK CHAPTERS:

1. Diagnosis and treatment of Medial and Lateral Ligament incompetence. **Craig S Phillips**, Keith A Segalman. In: Hand Clinics: Contemporary Management of Elbow and Forearm Disorders. 2002, vol 18.1, pp 654-559.
2. Endoscopic Carpal Tunnel Release: The Agee technique. **Craig S Phillips**. Surgical techniques of Sports Medicine. W.B. Saunders. (in press).
3. Compression Neuropathies of the upper-extremity. **Craig S Phillips**. Musculoskeletal Medicine. American Academy of Orthopaedic Surgery, 2004.
4. Pediatric Brachial plexus injury: **Craig S Phillips**, Sovarinth Tan. Essentials of Orthopaedics, American Academy of Orthopaedic Surgeons, 2003
5. Flexor Tendon Pulley Reconstruction. Vishal Mehta, **Craig S Phillips** Hand Clinics, pp 245-251, Vol 1, No 2, May 2005.
6. The future of flexor tendon surgery. Jeffrey Luo, Daniel P Mass, **Craig S Phillips**, TC He. Hand Clinics, pp267-273, Vol 1, No 2, May 2005

6. Extensor Tendon Centralization Following Traumatic Subluxation at the MCP Joint. Ross J. Richer, M.D. **Craig S. Phillips M.D.**, Leon S. Benson, M.D. Operative Techniques in Orthopaedic Surgery. Lippincott, Williams & Wilkins.
7. Hand Spaces. **Craig S Phillips MD**. Blue Book, Chapter 7, ASSH, 2010
8. Hand Spaces: Physical Examination and common clinical conditions. **Craig S Phillips MD**, Chapter 19, ASSH, 2010
9. Flexor tendon anatomy and surgical approaches. Andre Spiguel MD and **Craig S Phillips MD**. Master Skills Publication. American Society of Surgery of the Hand. 2011

**PUBLICATIONS (Non peer reviewed):**

1. The treatment of weather related injuries.  
The North Loop News,  
February 2002.
2. American Society of Surgery of the Hand.  
Educational Brochures:
  - Vascular disorders of the upper-extremity
  - Infections of the hand including bites
  - Wrist arthroscopy
  - Arthritis of the hand
  - Elbow fractures
  - Flexor tendon injuries
  - Wrist fractures
3. EPB tendon transfer correcting MP hyperextension during CMC arthroplasty.  
ASSH Correspondence Newsletter  
October 2007

**NATIONAL PRESENTATIONS:**

1. The efficiency of the annular pulley system. Greenwald D, Schumway S, Rispler D, Allen C, **Phillips CS** and Mass D.  
  
Chicago Hand Society,  
Chicago, IL.  
August 1993
2. Tensile strength of zone 2 flexor tendon repairs in a dynamic cadaver model. Komanduri M, **Phillips CS** and Mass D.  
  
Smith and Nephew Richard's,  
11th Annual Orthopaedic Residents Conference.  
Memphis, TN.  
August 1993  
  
American Society for Surgery of the Hand,  
48th Annual Meeting,  
Kansas City, Mo.  
September 1993

American Association for Hand Surgery,  
23rd Annual Meeting,  
Cancun, Mexico.  
December 1993

3. Mechanical analysis of the palmar aponeurosis pulley in human hands. **PhillipsCS** and Mass D.

American Society for Surgery of the Hand,  
48th Annual Meeting,  
Kansas City, MO.  
September 1993

American Association for Hand Surgery,  
23rd Annual Meeting,  
Cancun, Mexico.  
December 1993

4. Ulnar flexor tendon synovial sheath anatomy: A macroscopic study. **PhillipsCS**, Falender R and Mass D.

American Society for Surgery of the Hand,  
48th Annual Meeting,  
Kansas City, Mo.  
September 1993

American Association for Hand Surgery,  
23rd Annual Meeting,  
Cancun, Mexico.  
December 1993

5. The anatomy of the flexor pollicis longus sheath and radial bursa. **PhillipsCS**, Cunningham B and Mass D.

American Association of Clinical Anatomists,  
11th Annual Meeting,  
Galveston, Texas,  
June 1994

6. The pressure exerted on the annular pulley system during finger flexion: A biomechanical study. **PhillipsCS** and Mass D.

American Society for Surgery of the Hand,  
49th Annual Meeting,  
Cincinnati, OH.  
October 1994

American Association for Hand Surgery,  
24th Annual Meeting,  
Marco Island, Florida.  
January 1995

American Orthopaedic Association (Residents)  
28th Annual Meeting,  
Pittsburgh, Pennsylvania,  
March 1995

7. The anatomy of the thumb flexor pulleys. Cunningham B, **Phillips CS** and Mass D.

American Association of Clinical Anatomists,  
11th Annual Meeting,  
Galveston, Texas,  
June 1994

American Association for Hand Surgery,  
25th Annual Meeting,  
Palm Springs, California,  
February 1995  
American Society for Surgery of the Hand,  
50th Annual Meeting,  
San Francisco, California,  
September 1995

8. The biomechanical efficiency of the thumb flexor pulley system. Cunningham B, **Phillips CS** and Mass D.

American Society of Surgery of the Hand,  
49th Annual Meeting,  
Cincinnati, OH,  
October 1994  
Charles Huggins Conference,  
Hosted by The University Of Chicago Hospitals,  
Chicago, IL.  
June 1994

American Association for Hand Surgery,  
25th Annual Meeting,  
Palm Springs, California, February 1995

9. The contribution of the flexor digitorum superficialis tendon to finger strength. Hamman J, Ali A, **Phillips CS**,  
Cunningham B and Mass D.

American Orthopaedic Association (Residents),  
28th Annual Meeting,  
Pittsburgh, Pennsylvania,  
March 1995

10. Medial and lateral cutaneous nerves of the forearm: A macroscopic and microscopic study for nerve grafting.  
**Phillips CS**, Cunningham B and Birnie R.

American Association for Hand Surgery,  
25th Annual Meeting,  
Palm Springs, California,  
February 1995

11. Effects of annular pulley and FDP excision on FDS efficiency. Hamman J, Ali A, **Phillips CS**, Cunningham B  
and Mass D.

American Society for Surgery of the Hand,  
13th Annual Meeting,  
San Francisco, California,  
September 1995

American Orthopaedic Association (Residents),  
13th Annual Meeting,  
Pittsburgh, Pennsylvania,  
March 1995

12. The biomechanical changes of finger flexion after carpal tunnel release. Kang H, **Phillips CS** and Mass D.

American Orthopaedic Association (Residents),  
28th Annual Meeting,  
Pittsburgh, Pennsylvania,  
March 1995

American Society for Surgery of the Hand,  
50th Annual Meeting,  
San Francisco, California,  
September 1995

13. Macroscopic study of the radial bursa and the Flexor Pollicus Longus sheath. Cunningham B, **Phillips CS** and Mass D.

American Society for Surgery of the Hand,  
50th Annual Meeting,  
San Francisco, California,  
September 1995

American Association for Hand Surgery,  
25th Annual Meeting,  
Palm Springs, California,  
February 1995

American Orthopaedic Association,  
108th Annual Meeting,  
White Sulphur Springs, West Virginia,  
June 1995

14. The effect of Morphine on human articular cartilage of the knee - an in vitro study. Jaureguito J, Wilcox JF, Thistead R, Cunningham B, **Phillips CS** and Reider B.

American Society of Sports Medicine,  
22nd Annual Meeting,  
Lake Buena Vista, Florida,  
June 1996

15. Occipito-cervical neutral position-possible surgical implications. **Phillips CS**, Gelinis C, Wetzel FT and Phillips FM.

North American Spine Society,  
11th Annual Meeting,  
Vancouver, Canada,  
November 1996

Cervical Spine Research Society,  
24th Annual Meeting,  
Palm Beach, FL,  
December 1996

American Orthopaedic Association (Residents),  
30th Annual Meeting,  
New York, NY,  
March 1997

16. The efficiency of reconstructed tendons in zone II in human cadavers. **Phillips CS**, Swanson A, Heminger H and Mass DP.

American Orthopaedic Association (Residents),  
31st Annual Meeting,  
Sacramento, CA,  
February 1998

Illinois Orthopaedic Society,  
Chicago, IL,  
April 1998

American Orthopaedic Association (Zimmer award recipient),  
111th Annual Meeting,  
Asheville, NC,  
June 1998

Charles Huggins Conference,  
Hosted by The University of Chicago Hospitals,  
Chicago, IL,  
June 1998

American Society for Surgery of the Hand,  
53rd Annual Meeting,  
Minneapolis, MN,  
September 1998

17. Independent flexor digitorum profundus excursion among fingers in human cadavers. **Phillips CS**, Swanson A, Heminger H and Mass DP.

American Orthopaedic Association (Residents),  
31st Annual Meeting,  
Sacramento, CA,  
February 1998

18. A mechanical comparison of pulley reconstruction techniques in the cadaver digit. **Phillips CS**, Swanson A and Mass DP.

Illinois Orthopaedic Society,  
Chicago, IL,  
May 1999

American Society for Surgery of the Hand,  
54th Annual Meeting,  
Boston, MA,  
September 1999

19. The effect of first carpo-metacarpal arthroplasty on carpal canal morphology. **PhillipsCS**, Betts J.

Charles Huggins Conference,  
Hosted by The University of Chicago Hospitals,  
Chicago, IL,  
June 2001.

American Society for Surgery of the Hand,  
57th Annual Meeting,  
Phoenix, AZ,  
September 2002.

20. Elbow instability associated with coronoid fractures. Matzon J, Siebert N, Mass DP, **PhillipsCS**.

Charles Huggins Conference,  
Hosted by The University of Chicago Hospitals,  
Chicago, IL,  
May 2002.

American Society for Surgery of the Hand,  
20th Annual Meeting,  
Phoenix, AZ,  
September 2002.

21. Elbow instability associated with isolated and complex coronoid fractures Matzon JL, Seibert NR, Mass DP, and **PhillipsCS**.

Mid-America Orthopaedic Association  
21<sup>st</sup> Annual Meeting,  
Hilton Head, SC,  
April 2003

22. A biomechanical evaluation of flexion comparing two techniques for distal biceps tendon repair. Siebert N, Matzon J, **PhillipsCS**, Mass DP.

Mid-America Orthopaedic Association  
21<sup>st</sup> Annual Meeting,  
Hilton Head, SC,  
April 2003

23. Adenovirus-Mediated Expression of BMP 12, 13 and 14 Induces Tendon-Specific Marker Scleraxis. Haydon RC, Mehta V, Cheng H, Jiang W, Zhou, L, Mass DP, **PhillipsC**, and He TC.

Charles Huggins Conference,  
Hosted by The University of Chicago Hospitals,  
Chicago, IL,  
May 2003.

24. The effect of ulnar shortening on the ulnocarpal ligaments and the distal radioulnar joint. Tan R, Mass DP, **PhillipsCS**.

American Society for Surgery of the Hand,  
58th Annual Meeting,  
Chicago, IL,  
September 2003.

25. Anatomy of the Coronoid Process. Matzon JL, Widmer BJ, Draganich LF, Mass DPM, and **Phillips CS**.

Mid America Orthopaedic Association  
23<sup>rd</sup> Annual Meeting,  
Amelia Island, FL  
April 2005

American Society for Surgery of the Hand,  
60th Annual Meeting,  
San Antonio, TX,  
September 2005.

26. The Effects of Forearm Rotation on distal radius morphology. Pennock AT, **PhillipsCS**, Matzon JL, and Daley EB.

American Society for Surgery of the Hand,  
60th Annual Meeting,  
San Antonio, TX,  
September 2005.

27. A mechanical comparison of A2 pulley reconstruction techniques in the cadaver digit. **PhillipsCS**, Swanson A and Mass DP.

Mid America Orthopaedic Association  
23<sup>rd</sup> Annual Meeting,  
Amelia Island, FL  
April 2005

28. Early Clinical Outcome after rigid volar plating for distal radius fractures. Sheibani S, **PhillipsCS**.

Mid America Orthopaedic Association  
25<sup>th</sup> Annual Meeting,  
Boca Raton, FL  
April 2007

- 29: Contamination of skin markers used to mark the operative site. Dunlap BJ, Benson LS, **PhillipsCS**, Gavin PJ, Peterson LR.

Mid America Orthopaedic Association  
25<sup>th</sup> Annual Meeting,  
Boca Raton, FL  
April 2007

#### **INTERNATIONAL PRESENTATIONS**

1. Human bite infections of the hand. **PhillipsCS** and McKay DR.

South African Hand Surgery Society,  
21st Annual Meeting,  
Johannesburg, South Africa,  
September 1991.

2. Effects of annular pulley and FDP excision on FDS efficiency. Hamman J, Ali A, **Phillips CS**, Cunningham B and Mass D.

International Federation of Societies for Surgery of the Hand,  
6th Annual Meeting,  
Helsinki, Finland,  
July 1995

International Hand and Wrist Biomechanical Symposium,  
2nd Triennial Meeting,  
Mayo Clinic, Minnesota,  
September 1995

3. Medial and lateral cutaneous nerves of the forearm: A macroscopic and microscopic study for nerve grafting. **PhillipsCS**, Cunningham B and Birnie R.

International Federation of Societies for Surgery of the Hand,  
6th Annual Meeting,  
Helsinki, Finland,  
July 1995

4. Biomechanical changes of finger flexion after carpal tunnel release with respect to wrist position. Kang H, Lee SL, **Phillips CS** and Mass D.

International Federation of Societies for Surgery of the Hand,  
6th Annual Meeting,  
Helsinki, Finland,  
July 1995

#### **RESEARCH SUPPORT:**

Mid-America Orthopaedic Association (2001) - \$2000.00

"Travel Grant for Orthopaedic Surgeons"

Curtis National Hand Center Grant (1999) - \$4,5000

"Indirect carpal tunnel release secondary to first carpometacarpal arthroplasty"

Orthopaedic Research Education Foundation (OREF) Grant (1997) - \$15,000.00

"Efficiency of flexor tendon and pulley reconstruction in Zone II in human cadavers"

American Society for Surgery of the Hand - Pending

"Augmentation of flexor tendon healing using gene therapy with BMP 14 in a rabbit model"

#### **INVITED LECTURESHIPS (CME accredited):**

1. The efficiency of reconstructed flexor tendons and pulleys in Zone II in human cadavers.  
Grand Rounds: The University of Chicago.  
June 1998.
2. Understanding and Treating Shoulder Pain.  
Grand Rounds: Louis A Weiss Memorial Hospital,  
March 2001.
3. Common hand and upper-extremity fractures.  
The University of Chicago Primary Care Orthopaedic Course,  
June 2001

4. Treatment of subacute and chronic disorders of the upper-extremity.  
The University of Chicago Primary Care Orthopaedic Course,  
June 2001
5. Common hand and upper-extremity fractures.  
The University of Chicago Primary Care Orthopaedic Course,  
June 2002
6. Injection techniques in Orthopaedic Surgery.  
The University of Chicago Primary Care Orthopaedic Course,  
June 2002
7. Ulnar-sided wrist pain  
Combined Chicago Hand and Upper-Extremity Course,  
September 2002
8. Vascular disorders of the Upper-Extremity  
Combined Chicago Hand and Upper-Extremity Course,  
September 2002
9. Treatment of elbow instability  
Combined Chicago Hand and Upper-Extremity Course,  
September 2002
10. Contemporary management of wrist fractures  
Chicago Hand Therapy Association  
November 2002
11. The treatment of distal radius fractures using a new volar plate.  
Grand Rounds, Southern Illinois University,  
Department of Orthopaedic Surgery,  
Springfield, Illinois,  
April 2003
12. The treatment of ulnar-sided wrist pain  
Current Concepts in Orthopaedic Surgery,  
Illinois Association of Orthopaedic Surgery,  
Springfield, Illinois,  
April 2003
13. The treatment of distal radius fractures.  
Current Concepts in Orthopaedic Surgery,  
Illinois Association of Orthopaedic Surgery,  
Springfield, Illinois,  
April 2003
14. Treatment of subacute and chronic disorders of the upper-extremity.  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, IL  
June 2003
15. Common hand and upper-extremity fractures.  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, IL  
June 2003

16. A rational approach to ulnar sided wrist pain.  
Chicago Hand Therapy Association  
July 2003
17. Treatment of subacute and chronic disorders of the upper-extremity.  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, IL  
June 2004
18. Evaluation and initial treatment of acute hand disorders  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, IL  
June 2004
19. The volar wrist arthroscopy portal.  
American Society of Surgery of the Hand  
Wrist Arthroscopy Course  
August, 2004
20. Rigid volar internal fixation of distal radius fractures.  
Grand Rounds: Northwestern University  
March, 2007
21. Current Trends in Shoulder Resurfacing Arthroplasty  
48<sup>th</sup> Annual Meeting,  
American Osteopathic Academy of Orthopedics,  
Chicago, Illinois  
April, 2008
22. Limited Incision: Radial and Palmar exposure of the distal Radius  
Current Options in the treatment of wrist injuries,  
The American Academy of Orthopaedic Surgery  
Rosemont, Illinois,  
May, 2008
23. Lunotriquetral Instability  
Current Options in the treatment of wrist injuries,  
The American Academy of Orthopaedic Surgery  
Rosemont, Illinois,  
May, 2008
- 24: Current Treatment of wrist fractures using fixed angle volar plating.  
Grand Rounds,  
Grand Rapids, MI,  
November, 2008
25. Understanding ulnar sided wrist pain: the LT joint.  
Grand Rounds,  
Grand Rapids, MI,  
November, 2008
- 26: Treating radial head fractures: Off with the head  
Clinical Concepts in Hand and Wrist Surgery  
Washington, DC  
April, 2009

- 27: Current treatment of SLAC wrist arthritis – joint preservation techniques.  
Clinical Concepts in Hand and Wrist Surgery  
Washington, DC  
April, 2009
- 28: Acute scaphoid fractures: To fix or not to fix.  
Clinical Concepts in Hand and Wrist Surgery  
Washington, DC  
April, 2009
- 29: Not just another volar plate.  
Clinical Concepts in Hand and Wrist Surgery  
Washington, DC  
April, 2009
- 30: Finding solace in the TFCC  
Chicago Metra Hand Therapy Association  
September, 2009
- 31: Common misconceptions regarding the Rotator Cuff.  
IBJI Work Compensation symposium  
Morton Grove, IL  
June 2010
- 32: Flexor Tendon Injuries: What's new and what works.  
12<sup>th</sup> Annual Chicago Trauma Symposium,  
Chicago, IL  
August 2010
- 33: Radial head Injuries: Replace or excise?  
12<sup>th</sup> Annual Chicago Trauma Symposium,  
Chicago, IL  
August 2010
- 34: How to recognize and treat common hand and wrist injuries.  
IBJI annual PT symposium  
Chicago, IL  
November 2010
- 35: Treatment of Dupuytren's Disease in the 21<sup>st</sup> century  
Grand Rounds  
The University of Chicago  
April 2011

#### TALKS (non-CME)

1. Arthritis of the Upper-Extremity: From the shoulder to the fingers.  
Guest speaker. Marriott Hotel, Chicago, IL.  
Sept. 2000
2. An approach to complex disorders about the elbow.  
Athletico Therapy Meeting  
Chicago, IL  
August 2002

3. Fact or Fiction: Cost Effective Management of work related injuries of the Upper-Extremity.  
NovaCare Regional Course,  
Oakbrook, IL  
October 2001.
4. The effect of ulnar shortening on the ulnolunate and distal radioulnar joints.  
Chicago Hand Society  
November 2002.
5. Elbow instability associated with simple and complex coronoid fractures.  
Chicago Hand Society  
November 2003
6. Current treatment of elbow fractures and dislocations.  
Evanston Hospital  
Orthopaedic Trauma Series  
April, 2004
7. Rheumatoid disorders of the hand.  
Orthopaedic Board Review Course  
The Osler Institute,  
July, 2004
8. Tendon and nerve injuries of the hand and forearm.  
Orthopaedic Board Review Course  
The Osler Institute,  
July, 2004
9. Dupuytren's disease.  
Orthopaedic Board Review Course  
The Osler Institute,  
July, 2004
10. Rheumatoid disorders of the hand.  
Orthopaedic Board Review Course  
The Osler Institute,  
July, 2005
11. Tendon and nerve injuries of the hand and forearm.  
Orthopaedic Board Review Course  
The Osler Institute,  
July, 2005
12. Dupuytren's disease.  
Orthopaedic Board Review Course  
The Osler Institute,  
July, 2005
13. Volar fixed angle fixation for distal radius fractures.  
Orthopaedic Course  
Hand Innovations,  
October, 2005
14. Volar fixed angle fixation for distal radius fractures.  
Orthopaedic Course  
DVO Orthopaedics,  
July, 2006

15. The diagnosis and treatment of common wrist and carpal injuries  
Grand rounds: Evanston Emergency Medicine  
February, 2007
16. Collateral Ligament Injuries of the Thumb  
Doctor's Demistify,  
The University of Chicago  
April, 2007
17. Thumb Tendonitis  
Doctor's Demistify,  
The University of Chicago  
April, 2007
18. Volar fixed angle fixation for distal radius fractures – surgical technique.  
American Society for Surgery of the Hand  
Instructional Course  
Tornier/DVO Orthopaedics,  
October 2007
19. Physical Examination of the Elbow  
Doctor's Demistify,  
The University of Chicago  
April, 2008
- 20: Endoscopic Carpal Tunnel Release  
MicroAire meeting  
August 2008
21. Tendon grafts and tendon substitutes  
Doctor's Demistify,  
The University of Chicago  
April, 2010
22. Shoulder arthroplasty and fusion  
Doctor's Demistify,  
The University of Chicago  
April, 2011

**COURSES:**

1. Faculty:  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, Illinois,  
June 2001
2. Faculty:  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, Illinois,  
June 2002
3. Chairman, Coordinator, and Faculty:  
Combined Chicago Hand and Upper-Extremity Review Course,  
Chicago, Illinois,  
September 2002

4. Chairman:  
Treatment of distal radius fractures: A novel volar approach.  
Chicago, Illinois,  
March 2003
5. Chairman:  
Endoscopic carpal tunnel release: pearls and pitfalls  
Chicago, Illinois,  
March, 2003
6. Faculty:  
Current Concepts in Orthopaedic Surgery  
Illinois Association of Orthopaedic Surgery  
Springfield, Illinois,  
April 2003
7. Faculty:  
Wrist Arthroscopy Course  
American Society for Surgery of the Hand/ American Academy of Orthopaedic Surgeons  
Rosemont, Illinois,  
April 2003
8. Faculty:  
Howmedica Osteonics Shoulder Course,  
Snowbird, Utah,  
April 2003
9. Faculty:  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, Illinois,  
June 2003
10. Faculty:  
The Management of Wrist Fractures,  
The American Academy of Orthopaedic Surgery,  
Rosemont, Illinois,  
May, 2004
11. Faculty:  
The University of Chicago Primary Care Orthopaedic Course,  
Chicago, Illinois,  
June 2004
12. Faculty,  
Orthopaedic Board Review Course,  
The Osler Institute,  
Naperville, Illinois,  
July, 2004
13. Faculty:  
Arthroscopy of the wrist,  
The American Society of Surgery of the Hand  
Rosemont, Illinois,  
August, 2004

14. Faculty,  
Orthopaedic Board Review Course,  
The Osler Institute,  
Naperville, Illinois,  
July, 2005
15. Chairperson,  
The treatment of wrist fractures with fixed angle volar plating,  
Merrville, IN  
September 2005
16. Faculty,  
Current Options in the treatment of Wrist Fractures,  
The American Academy of Orthopaedic Surgery  
Rosemont, Illinois,  
May, 2006
17. Faculty,  
Fractures and wrist arthroscopy,  
The American Society of Surgery of the Hand  
Rosemont, Illinois,  
August, 2006
18. Faculty,  
Doctors Demystify: The Thumb,  
The American Society of Surgery of the Hand  
Chicago, Illinois,  
April, 2007
19. Faculty,  
Wrist and elbow arthroscopy,  
Arthroscopy Association of North America  
Rosemont, Illinois,  
June, 2007
20. Faculty,  
Doctors Demystify: The Elbow,  
The American Society of Surgery of the Hand  
Chicago, Illinois,  
April, 2008
21. Faculty,  
Current Options in the treatment of wrist injuries,  
The American Academy of Orthopaedic Surgery  
Rosemont, Illinois,  
May, 2008
22. Faculty,  
Treatment of complex wrist and elbow fractures,  
The American Society for Surgery of the Hand,  
Annual meeting,  
Chicago, IL  
September, 2008

23: Faculty:

Clinical Concepts in Hand and Wrist Surgery  
Washington, DC  
April, 2009

24. Faculty,

'When bad things happen to good surgeons: Problems of the hand, wrist and elbow.'  
The American Society for Surgery of the Hand,  
Annual meeting,  
San Francisco, CA,  
September, 2009

25. Faculty,

Doctors Demystify: Tendon Injuries,  
The American Society of Surgery of the Hand  
Chicago, Illinois,  
April, 2010

26. Faculty,

12<sup>th</sup> Annual Chicago Trauma Symposium,  
Chicago, Illinois,  
August, 2010

27: Faculty

Co-Moderator Hand Session  
Mid-America Orthopaedic Association  
29<sup>th</sup> annual meeting,  
Tuscan, AZ  
April, 2011

28. Faculty,

Doctors Demystify: Tendon Injuries,  
The American Society of Surgery of the Hand  
Chicago, Illinois,  
April, 2011

**TELEVISION APPEARANCES:**

1. WGN TV NEWS – "Health watch"  
"Replantation of digits"  
March 4<sup>th</sup>, 2002

**COURSES ATTENDED:**

1. Prosthetic and Orthotic Course  
Northwestern University  
May 1996
2. AO/ASIF Principles of Orthopaedic Internal Fixation - Basic Course  
Reno, NV  
February 1997
3. The University of Chicago Bone and Soft Tissue Tumor Course  
The University of Chicago  
October 1998

4. The treatment of complex elbow disorders.  
Rosemont, IL.  
November 2000.

5. Arthroscopic rotator cuff repair  
Rosemont, IL.  
October 2001

**CURRENT RESEARCH:**

1. Gene manipulation to enhance flexor tendon healing.
2. Strain patterns within the carpal ligaments - the effect of wrist position.
3. Anatomy of the elbow
4. The effect of surgical gloves on the median nerve at the wrist
5. Quantifying the pressure exerted by a digital tourniquet
6. Prospective outcome of various techniques of treating mallet fractures.

**INDUSTRY INVOLVEMENT:**

1. DVO - Deo Volente Orthopaedics  
Wrist fracture fixation - Design Team  
2006-2009
2. DVO - Deo Volente Orthopaedics:  
Surgery Advisory Board  
2006-2009
3. Tomier Orthopaedics  
Surgical Advisory Board  
Hand, wrist, elbow  
October 2007 - present
4. MicroAire Surgical Instruments  
Consultant  
2008- present
5. Auxilium Pharmaceuticals INC.  
Consultant  
2009 - present

**KAREN FAITH LEVIN, M.D.**

**CURRICULUM VITAE**

Dulberg

**Business Address:** Associated Neurology, S.C.  
1900 Hollister Drive  
Suite 250  
Libertyville, IL 60048

**Date of Birth:** August 25, 1964

**EXPERIENCE**

Neurologist, Associated Neurology, S.C., July 1994 - present.

Instructor, Department of Neurology, Northwestern University McGaw Medical Center,  
July 1993 - June 1994.

Disability Examiner, Neurology, Veterans Administration Lakeside Hospital,  
July 1992 - July 1994.

**EDUCATION**

Fellowship - Neurophysiology/Epilepsy, Northwestern University McGaw Medical  
Center, Chicago, Illinois, 1993 - 1994.

Chief Resident, Neurology - Northwestern University McGaw Medical Center, Chicago,  
Illinois, 1992-1993.

Residency - Department of Neurology, Northwestern University McGaw Medical Center,  
Chicago, Illinois, 1990 - 1993.

Internship - Department of Medicine, St. Joseph Hospital, Chicago, Illinois, 1989 - 1990.

Doctor of Medicine, Northwestern University Medical School, Chicago, Illinois, 1989.

Undergraduate, Northwestern University, Evanston, Illinois, 1982 - 1985.

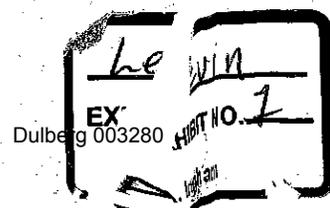
**BOARD CERTIFICATION**

Board Certified in Neurology, American Board of Psychiatry and Neurology, 1998.

Board Re-Certified in Neurology, American Board of Psychiatry and Neurology, 2008

**LICENSURE**

Illinois #: 036-084202



KAREN F. LEVIN, M.D.  
PAGE - 2

### **PROFESSIONAL SOCIETIES**

American Medical Association  
Illinois State Medical Society  
Lake County Medical Society  
American Academy of Neurology

### **HONORS**

Alpha Lambda Delta Honor Society  
Phi Eta Sigma Honor Society  
Phi Beta Kappa Honor Society

### **COMMITTEE APPOINTMENTS**

Village of Skokie Board of Health, Commissioner, 1988 - 1992.  
Ethics Committee, Condell Memorial Center, 1994 - 1998, Chairman 1996 - 1998.  
Patient's Rights Committee, Condell Memorial Center, 1996 - 1998.  
Patient Care Committee, Condell Memorial Center, 1996 - 1998.  
Department of Medicine, Condell Medical Center, Vice Chairman, 1998- 2000.  
Credentials Committee, Condell Medical Center, 1998- 2000.  
American Stroke Association, Operation Stroke Committee,  
Clinical Coordinator, Condell Medical Center, 2002- 2006.

### **HOSPITAL AFFILIATIONS**

Advocate Condell Medical Center

### **PUBLICATIONS**

EMG Localization of Seventh Nerve Synkinetic Pathways, Abstract: Muscle & Nerve,  
September 1994, Presentation: American Association of Electrodiagnostic Medicine,  
October 1994.  
Factors Influencing Patient's Perception of Pain During Neurodiagnostic Testing (EMG-  
NCS), Abstract: Muscle & Nerve, September 1994, Presentation: American Association  
of Electrodiagnostic Medicine, October 1994.

### **INVITED LECTURES**

Epilepsy and Woman - Lake Forest Medical Hospital-03/1997 and 11/1997  
New Advances in Migraine - American Academy of Family Practice Annual Meeting,  
1997.

January 2013

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
 )  
 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

**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)

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
)  
Plaintiff, ) Case No. 12 LA 178  
)  
vs. )  
)  
DAVID GAGNON, Individually, and as )  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
)  
Defendants. )

**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)

1 STATE OF ILLINOIS )  
 ) SS.  
2 COUNTY OF M C H E N R Y )

3  
4 IN THE CIRCUIT COURT FOR THE TWENTY-SECOND  
5 JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

6 PAUL DULBERG, )  
7 )  
8 Plaintiff, )  
9 VS. ) Case No.  
 ) 12 LA 178  
10 DAVID GAGNON, Individually, )  
11 and as Agent of CAROLINE )  
12 McGUIRE and BILL McGUIRE, )  
13 and CAROLINE McGUIRE and )  
14 BILL McGUIRE, Individually, )  
15 Defendants. )

16 The deposition of

17 APIWAT FORD, DO  
18 November 20, 2013

19 Reported by:  
20 Margaret Maggie Orton, CSR, RPR  
21 VAHL REPORTING SERVICE, LTD  
22 (847) 244-4117  
23 11 N. Skokie Highway, Suite 301  
24 Lake Bluff, Illinois 60044  
and  
53 W. Jackson Boulevard, Suite 656

The subpoenaed deposition of APIWAT  
FORD, DO, taken before Margaret Maggie

1 Orton, CSR, RPR, on November 20, 2013, at  
2 the hour of 10:03 o'clock a.m., at  
3 4209 West Medical Center Drive, McHenry,  
4 Illinois.

5

6

7 APPEARANCES:

8

9 MR. HANS A. MAST, of the Law Offices of  
10 THOMAS J. POPOVICH  
3416 West Elm Street  
McHenry, Illinois 60050

11 appeared on behalf of plaintiff;

12

13 MR. PERRY A. ACCARDO, of the Law Offices of  
STEVEN A. LIHOSIT  
200 North LaSalle Street  
14 Chicago, Illinois 60601

15 appeared on behalf of defendant  
David A. Gagnon;

16

17 MR. RONALD A. BARCH, of the Law Offices of  
CICERO & FRANCE  
6323 East Riverside Boulevard  
18 Rockford, Illinois 61114

19 appeared on behalf of the Defendants

20 Caroline McGuire and Bill McGuire.

21

22

I N D E X

23

PAGE

24 WITNESS: APIWAT FORD, DO

1 EXAMINATION

2 BY: MR. ACCARDO

4

3 EXAMINATION

4 BY: MR. MAST

28

5 EXAMINATION

6 BY: MR. BARCH

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E X H I B I T S

15

16

17 NONE MARKED

18

19

20

21

22

23

24

1 (Witness sworn.)

2

3

APIWAT FORD, DO,

4

called as a witness, having been first duly

5

sworn, was examined and testified as

6

follows:

7

8

EXAMINATION

9

BY: MR. ACCARDO

10

11

Q. Now, Doctor, could you please

12

state your name and spell it for the court

13

reporter?

14

A. Yes, my first name is Apiwat,

15

A P I W A T. Last name is Ford, F O R D.

16

MR. ACCARDO: Let the record

17

reflect this is the discovery deposition of

18

Dr. Apiwat Ford taken pursuant to subpoena,

19

taken in accordance with the rules of the

20

Circuit Court of McHenry County, the Rules

21

of the Supreme Court of the State of

22

Illinois, and any other applicable local

23

court rules.

24

BY MR. ACCARDO:

1 Q. Good morning, Dr. Ford. My  
2 name is Perry Accardo, and I'm going to be  
3 asking you some questions today about a  
4 patient that you saw in the emergency room  
5 back in June of 2011, okay?

*Lawyer  
in June '11*

6 A. Okay.

7 Q. All right. Have you given a  
8 deposition before?

9 A. Yes, I have.

10 Q. All right. And you're familiar  
11 with the ground rules governing depositions  
12 then?

13 A. Yes.

14 Q. All right. Great. You are a  
15 medical doctor; is that correct?

16 A. Correct.

17 Q. And you're licensed to practice  
18 medicine in Illinois?

19 A. Yes.

20 Q. What type of doctor are you?  
21 Do you have a specialty?

22 A. Yes, I'm emergency medicine  
23 doctor.

24 Q. Okay. And where are you

*Emergency  
Medicine*

1 currently employed?

2 A. At Centegra Hospitals.

3 Q. Okay.

4 A. Centegra Healthcare; they're  
5 two hospitals.

6 Q. All right. And back in --

7

8 (After a brief interruption,

9 the deposition resumed as

10 follows:)

11

12 BY MR. ACCARDO:

13 Q. And you said that there's --  
14 you said that there's two hospitals in the  
15 system?

16 A. Yes.

17 Q. And what are those two  
18 hospitals?

19 A. Centegra McHenry and Centegra  
20 Woodstock.

21 Q. All right. And today we're at  
22 Centegra --

23 A. McHenry.

24 Q. -- McHenry, right?

1 A. Yes.

2 Q. Okay. Now, back in June  
3 of 2011, you were employed for Cen- -- you  
4 were employed with Centegra?

5 A. Yes.

6 Q. Okay. And also as an emergency  
7 room doctor?

8 A. Correct.

9 Q. All right. Could you just sort  
10 of briefly describe to me what an emergency  
11 room doctor specializes -- what the  
12 specialty is comprised of?

13 A. Well, we work in the emergency  
14 department and take care of all sorts of  
15 patients that come through the ER.

16 Q. Okay.

17 A. You know, injury, fever, cough.  
18 I mean, it's like all encompassing, kind of  
19 like the jack-of-all-trade type of thing.

20 Q. I got you. Back in June --  
21 actually June 28th of 2011, you were  
22 working in the emergency room?

23 A. Yes.

24 Q. Okay. And which hospital was

1 that at? Was that at the McHenry location?

2 A. Is in McHenry location.

3 Q. Okay. And you had an occasion  
4 to see an individual who came into the  
5 emergency room by the name of Paul Dulberg;  
6 is that correct?

7 A. Yes.

8 Q. Do you have any independent  
9 recollection whatsoever of Mr. Dulberg or  
10 his injury?

11 A. I do not.

12 Q. Okay. That's fine. You do  
13 have your chart here today from the  
14 emergency room; is that correct?

15 A. Yes.

16 Q. And does that comprise your  
17 entire chart for the emergency room care  
18 that Mr. Dulberg received?

19 A. Yes.

20 Q. All right. Would it help you  
21 to -- when you're testifying to refer to  
22 your chart?

23 A. Yes.

24 Q. All right.

*no ind  
recollection  
5/6/77*

1 A. It will be a big help.

2 Q. Please feel free to do that.

3 All right. So Mr. Dulberg came into the  
4 emergency room. Now, initially what is the  
5 procedure when one comes into the emergency  
6 room? Are they examined by a nurse  
7 initially, and at some point they see a  
8 doctor? How does that all work?

9 A. Yes, usually when they come  
10 through the emergency department, they're  
11 first seen by the triage nurses out in the  
12 receiving area, and then the nurse go over  
13 the vital signs and the complaints and  
14 everything and then kind of set the  
15 criteria whether this is -- like how  
16 serious this situation is level. If it's  
17 like a -- They give a ranking number like  
18 to 5, if it's real critical, not as  
19 critical or, you know, that type of thing,  
20 and then the patient will be put on the  
21 computer and will come through the ED, you  
22 know, the -- by the priority of the  
23 severity of the illnesses.

24 Q. Okay. And that initial

1 assessment is made by the triage nurse?

2 A. Triage nurses, yes.

3 Q. All right. Now, in looking  
4 at -- Well, actually let me ask you this:

5 When the triage nurse does the initial  
6 examination and I guess, for lack of a  
7 better term, intake, do they make their own  
8 notes and fill out their own part of the  
9 chart?

10 A. They do, yes.

11 Q. All right. Now, in your chart,  
12 what part of it is filled out or completed  
13 by the triage nurse? Because I have a  
14 couple of different things, I have the  
15 emergency admission assessment and then I  
16 have the emergency physician record.

17 A. Okay.

18 Q. I just want to know who did  
19 what.

20 A. This is -- This part right here  
21 we'll put together that -- this part  
22 (Indicating). You see the ...

23 Q. The emergency admission  
24 assessment?

1 A. Yes. Yeah, assessment, yeah,  
2 that was done by the triage nurse.

3 Q. Okay. And that -- it looks  
4 like it consists of three pages?

5 A. Yes, that is what it looks  
6 like.

7 Q. All right. Okay. And that's  
8 done initially upon presentation then?

9 A. Correct.

10 Q. Okay. In this particular case  
11 what did the triage nurse indicate as far  
12 as vital signs?

13 A. The vital signs?

14 Q. Yeah.

15 A. Appear to be stable.

16 Q. Okay. And what was the reason  
17 that Mr. Dulberg was in the emergency room  
18 that day?

19 A. It says the -- states the chain  
20 saw versus the right arm.

21 Q. All right.

22 A. 15 minutes ago at home.

23 Q. And it also indicates --

24 A. He was feeling light-headed.

1 Q. Okay. Going on to the second  
2 page then, there's under admission  
3 assessment. Is there any indication that  
4 Mr. Dulberg was complaining of pain at that  
5 time? I'm looking up at the top?

6 A. On the top, yes.

7 Q. Yeah.

8 A. Yes.

9 Q. Okay. ~~And he rated the pain as~~  
10 ~~a 9 to 10 on a scale of --~~

11 A. ~~9 out -- 9 out of 1 through 10,~~  
12 ~~yes.~~

13 Q. All right. Was there -- Then  
14 does the triage nurse perform just a  
15 general physical examination at that point?

16 A. Yes.

17 Q. Okay. What were the results of  
18 that general physical examination?

19 A. He was oriented times three,  
20 conscious, alert. The cardiovascular, it  
21 is pink and warm, the skin, and then his  
22 radial pulse in both arms are present, and  
23 he has good capillary refill, lung sounds  
24 are good, and there's no other problem with

*Pain = 9/10*

1 ENT. Everything seemed to be okay except  
2 for the -- Besides the complaint of the  
3 arm, the other assessment is good, I think.

4 Q. Okay. And it looks like he  
5 was, at least under the handwritten notes  
6 there down at the bottom of the second  
7 page --

8 A. Right.

9 Q. -- he was accompanied by  
10 somebody?

*Accompanied  
by coworker?*

11 A. Coworker.

12 Q. Okay. The patient was  
13 initially sent out for an X-ray?

14 A. Yes.

15 Q. Okay. Was that X-ray done, as  
16 far as you know?

17 A. I think it was done.

18 Yes. It was done, yes.

19 Q. Okay. And --

20 A. And then I did look at it. I  
21 have my notes on the X-rays, yeah.

22 Q. And what were the results of  
23 that X-ray?

24 A. It just says there's no

1 ~~Fracture and no malalignment of the bone.~~

*X-Ray (Darm  
is normal)*

2 Q. Okay. Did it -- Did it show  
3 the laceration to the right forearm?

4 A. The X-ray?

5 Q. Yeah. Would that -- Would that  
6 show up at all on that?

7 A. Sometime it can show up, but I  
8 don't recall. I mean, if it's not a  
9 real -- like it doesn't gape open, it  
10 doesn't necessarily show up on the X-ray.

11 Q. Okay.

12 A. It doesn't --

13 MR. MAST: Soft tissue. It  
14 doesn't show the soft tissue.

15 THE WITNESS: Yeah, it doesn't  
16 show the soft tissue.

17 MR. MAST: That's the X-ray  
18 report.

19 BY MR. ACCARDO:

20 Q. Does that mention anything  
21 about the laceration?

22 A. There's a deep -- Yeah,

23 there's -- ~~There's a deep soft tissue~~

24 ~~laceration along the ventral surface of the~~

*deep soft tissue  
laceration along  
ventral surface  
of mid-forearm*

1 mid forearm.

2 Q. And would that be more of the  
3 inner side of the right forearm?

*ventral  
surface = inner side*

4 A. Yes. It's on the -- yeah, on  
5 the inner side. We refer to that as  
6 ventral surface of forearm belly; this is  
7 what it refers to.

8 Q. Okay. And it indicates in  
9 there that it was a deep laceration?

10 A. Yes.

11 Q. Is there a general  
12 classification of -- I mean, how do you  
13 rank lacerations and in terms of severity?  
14 I mean, is there some kind of standardized  
15 language for that, whether they be --

16 A. No.

17 Q. -- minor?

18 A. It just des- -- Well, it just  
19 describe the depth. You know, usually when  
20 we see, we have to go like does it go down  
21 deep to the muscle, to the bone? We just  
22 describe what we see.

23 Q. Okay. I guess jumping ahead a  
24 little bit, when you saw Mr. Dulberg, you

1 examined him; is that correct?

2 A. Yes.

3 Q. Was there any -- any type of  
4 measurement or anything like that made as  
5 far as what the depth of the laceration  
6 was? I mean, how --

7 A. The depth of the laceration?

8 Q. How far down it actually went  
9 down?

10 A. Let me see. You really  
11 can't -- You know, ~~you can't really measure~~  
12 ~~the depth.~~ You can just tell like how deep  
13 ~~it goes to.~~ You can't -- Measurement like  
14 by the ruler, is that what you mean by  
15 that?

16 Q. No. Even -- Even just  
17 visual --

18 A. Like a visual.

19 Q. Right.

20 A. Yeah, usually I would say.

21 MR. MAST: You have the length.

22 I don't know about the --

23 BY THE WITNESS:

24 A. They have the length. They

1 didn't have -- Oh, I have on my description  
2 on the laceration page.

3 Q. Yes.

4 A. ~~Under laceration I put down it~~  
5 ~~was -- the wound is irregular shape and it~~  
6 ~~went down to the muscle level.~~ That's what

*wound = irregular  
shape & down to  
muscle*

7 I have down there.

8 Q. Okay. Would you consider that  
9 to be a deep laceration, something --

10 A. It's --

11 Q. Something more than  
12 superficial, I would imagine?

13 A. More than superficial, yes.

14 Q. Okay. Would you consider that  
15 to be a deep laceration?

16 A. It's -- It's deeper than  
17 superficial. That's how I, you know ...

18 Q. Okay.

19 A. ~~I just describe it as it went~~  
20 ~~down to the muscle level.~~ I mean, that is,  
21 ~~yeah, deeper than superficial for sure.~~

22 Q. Okay. What would be then below  
23 the muscle level had it gone down lower?

24 A. Had it gone down lower? Blood

1 vessels, bone, nerves.

2 Q. Okay. In your examination of  
3 Mr. Dulberg, ~~was there any evidence or any~~  
4 ~~indication of any nerve injury resulting~~  
5 ~~from this laceration and looking at the~~  
6 ~~results of your examination?~~

7 A. ~~I have here he -- You know, in~~  
8 ~~my note it says numbness on the right fifth~~  
9 ~~finger, but on my note it says neuro exam~~  
10 ~~is intact.~~

*numbness 5th finger  
neuro intact?*

11 Q. Those appear to be in conflict  
12 a little bit or at least don't correspond?

13 A. Yeah. Maybe a little bit of  
14 conflict. ~~Numbness the fifth finger.~~ I  
15 didn't really go down -- I didn't -- When I  
16 examined, I didn't really go to the detail  
17 of the fifth finger; I just did the --  
18 around the, you know, the wound and then I  
19 checked the function of all the -- the  
20 function of all the muscles and the tendons  
21 appear to be intact.

22 Q. Okay. So he had -- he had full  
23 use of --

24 A. ~~Yeah, all the tendon~~

1 Q. -- his arm and his hand?

2 A. Yes.

3 Q. And his fingers?

4 A. Definitely.

5 Q. Would that indication of the  
6 numbness in the right fifth finger, would  
7 that have been the result of a complaint  
8 that Mr. Dulberg would have made or  
9 something that he would have vocalized to  
10 you?

11 A. He did, yeah, because I have it  
12 noted. I put it on the side of my chart  
13 that numbness in the right fifth finger.

14 Q. Is there any type of exam or  
15 test that you would have run during the  
16 course of your examination to test or at  
17 least to correlate that complaint of  
18 numbness in the right fifth finger, any  
19 type of sensation test or anything like  
20 that?

21 A. Yeah, usually just -- I just do  
22 the touch, you know, like touch the finger  
23 and everything and see if it's really  
24 intact and he can feel me touching the

1 fingers. That's what I usually do, yeah.

2 That's the complaint and that's the  
3 examination.

4 Q. Yeah.

5 A. I usually touch the fingers, I  
6 mean, to see -- to indicate whether he can  
7 feel; that's what I usually do.

8 Q. And in this particular case the  
9 results of that test or examination would  
10 have been normal?

11 A. It appear to be normal. I put  
12 down sensation intact in my note.

13 Q. Okay. What was done to repair  
14 the laceration?

15 A. To repair the laceration?  
16 Well, I have in my note that the wound was  
17 contaminated so I gave him the long-acting  
18 anesthetic Marcaine.

19 Q. When you say contaminated, what  
20 does that mean?

21 A. Usually means there's some dirt  
22 in it. Some, you know -- Usually just mean  
23 the dirt. It's not -- The wound is not  
24 clean, yeah. Let's say, yeah, that's just

1 mean the wound wasn't clean.

2 Q. Would it be cleaned out or  
3 irrigated or something like that then?

4 A. Oh, definitely, yeah.

5 Q. Okay.

6 A. That's one of the things we do  
7 is to really irrigate a wound copiously.  
8 He was given -- He was irrigated with --  
9 Well, he was cleaned with Shur-Cleans, which  
10 is a cleansing agent, antibacterial agent,  
11 and he was irrigated with saline, the  
12 sterile saline that we use to care for the  
13 wound care.

*wound irrigated*

14 Q. And then what else was done?  
15 Was he stitched up, or ...

16 A. Yes, he was stitched up. There  
17 was -- He had a little wound debridement,  
18 meaning that the wound -- I have in my notes  
19 the wound was irregular, you know, the  
20 wound was very irregular. It was cut by  
21 the chain saw so I had to do some --  
22 debriding means skin trimming because it's  
23 so jagged so I did some of that to trim the  
24 wound edges.

*little wound debridement (trimming of skin) b/c irregular*

1 Q. Would that have been like  
2 around the outside more on the -- more on  
3 the skin level?

4 A. Yeah, more on the skin on the  
5 outside. That's what I -- That's what I  
6 have in my note. And then -- So I did the  
7 two-layer closure. I did with the -- one  
8 of them is absorbable suture called Vicryl  
9 suture, and I did that. I put in three  
10 stitches under the skin, and then I put in  
11 four stitches with the Prolene suture on  
12 the outside.

*2 layer  
closure  
3 stitches under  
the skin & 4  
on outside*

13 Q. Are those sutures or stitches  
14 that would have needed to have been removed,  
15 at some point in the future, or would they  
16 be the absorbing kind?

17 A. No, the one on the outside, the  
18 one that's called Prolene, they need to be  
19 removed, but the one called Vicryl on the  
20 inside, those were absorbable.

21 Q. And you said there were 11  
22 stitches on the outside?

*11 stitches outside?*

23 A. On the outside.

24 Q. And three on the inside?

1 A. Three on the inside, yes.

2 Q. Now, I just wanted to clarify.

3 Under length -- Under wound description,  
4 length is 8 centimeters; is that correct?

5 A. Yes.

6 Q. In terms of inches, how much  
7 is -- I mean, I can do the conversion,

8 but ...

9 A. The math?

10 Q. Yeah.

11 A. Well, it's 2.5 centimeter makes  
12 up one inch so it's 2.5 ...

13 MR. MAST: Three and a half  
14 inches?

15 BY THE WITNESS:

16 A. Three and a half, yeah.

17 Q. Was Mr. Dulberg given any pain  
18 medication in the emergency room?

19 A. I gave him a numbing  
20 medication, the local anesthetic, which --  
21 yeah, I gave it to him, the Marcaine;  
22 that's a local anesthetic.

23 Q. Okay. And that would have been  
24 for pain relief on the site as well as for

wound = 3 1/2  
inches  
long

1 when you did the suturing?

2 A. The suturing, yes.

3 Q. Okay. As far as discharge  
4 instructions, what were his instructions on  
5 discharge?

6 A. ~~The usual thing we give is like~~  
7 ~~the wound care instruction and we would~~  
8 ~~give the suture removal in how many days.~~  
9 ~~The standard is, like, ten days.~~ And then  
10 we usually give the instruction if the  
11 wound appears to be infected. Like if  
12 it's, you know, it's red and swollen, pus  
13 coming out, the patients usually are  
14 instructed to come back to ED for  
15 reexamination. Yeah, that's what -- that's  
16 what we usually do.

17 Q. Okay. As far as any  
18 prescriptions for any pain medication,  
19 anti-inflammatories, anything like that?

20 A. I don't remember what I gave  
21 him. It doesn't say -- ~~Usually I give the~~  
22 ~~prescription and the nurse would write down~~  
23 ~~on the discharge paper, that's what I~~  
24 ~~usually do.~~ But in this situation, I

1 normally would give him -- because of the  
2 severity of the injury, the deep wound and  
3 all, I usually give antibiotic because the  
4 wound is contaminated. I'm really not  
5 sure; I didn't have it -- I don't know, I  
6 didn't write it down but usually the nurse  
7 will write down what medications were given  
8 to patients.

9 Q. I think -- Let me pull --

10 A. Do you see one in there?

11 Q. Yeah, let me pull the discharge  
12 instructions. This is what I have.

13 Does that mention some  
14 medications?

15 A. Oh, yeah, so I gave him some  
16 pain medication, and I gave him, yeah, the  
17 antibiotic. Yes, that's usually what we  
18 would do in this situation, yeah.

19 Q. Okay. And there's no  
20 indication that Mr. Dulberg came back to  
21 the emergency room with any of the  
22 complaints related to infection or anything  
23 like that?

24 A. Not -- I didn't see him again

*given pain  
meds & an  
antibiotic*

1 so I never heard from him again, so I don't  
2 know. I don't think so.

3 Q. Okay. I also -- it looks like  
4 I have some type of restriction or release  
5 form. Does that look familiar to you?

6 A. I don't remember but this is a  
7 form like this. Yeah, we have this kind of  
8 form, like restriction -- work restriction  
9 form.

10 Q. Does it look like that that's  
11 something that you filled out? Is that --  
12 Is that your handwriting or would that have  
13 been somebody else who had filled it out?

14 A. That's done by the nurse.

15 Q. Okay. Under -- Under your  
16 supervision --

17 A. Yes.

18 Q. -- or under your orders?

19 A. Yeah. Well, usually they would  
20 ask, you know, to give him so I said yeah,  
21 go ahead, give it because of the ...

22 Q. Okay. And it looks like he was  
23 taken off of work for two days?

24 A. Two days, according to that

*taken off  
work x2 days*

1 note.

2 Q. All right. Any particular  
3 reason why he would have been taken off of  
4 work for two days? Just because of the  
5 fact that he did have a laceration?

6 A. Yeah, because of the injury  
7 because like -- and also I forgot exactly,  
8 a lot of time I would talk to the patient  
9 like what type of work he does, if it  
10 involved using the arm, the lifting and all  
11 that, so I would, you know, give him the  
12 time of so it wouldn't be aggravating the  
13 injury site; that's -- I usually do that.

14 Q. Okay. Is there -- I didn't see  
15 myself in the notes, is there any  
16 indication or do you have any independent  
17 recollection of what Mr. Dulberg may have  
18 told you about what he did for a living  
19 that would have prompted the two days off  
20 of work?

21 A. No, he did not tell me. I  
22 mean, I don't have a, you know,  
23 recollection of what.

24 Q. Okay. Given the nature of his

1 injury and the care that you gave him, is  
2 ~~the two days off of work pretty standard?~~

3 I mean --

4 A. ~~Yes.~~

5 Q. -- that's not unusual.

6 A. Yeah, it's not unusual. And  
7 what happened is like the patient, a lot of  
8 time they have their own doctor, you know,  
9 so we'll give two days off work and then if  
10 they need more, they are encouraged to  
11 follow up with a doctor and then, you know,  
12 if they need more days to be off work, they  
13 can get that extension from the doctor.

14 Q. Okay.

15 MR. ACCARDO: All right. I  
16 don't think I have anything else. Thank  
17 you, Doctor.

18

19 EXAMINATION

20 BY: MR. MAST

21

22 Q. I don't know if you put it in  
23 the notes because I haven't read the  
24 discharge, but was he told or was it just

1 expected that he would follow up with his  
2 own doctor if he had any other issues or to  
3 get the stitches removed, things like that?

4 A. The procedure, he can follow up  
5 with his own doctors or come back  
6 to the ED  
7 if he needed to.

8 Q. It was left up to him then?

9 A. Left up to him, yes.

10 Q. Okay. All right. You  
11 didn't -- I mean, the -- I thought you said  
12 the numbness, he had a complaint of some  
13 numbness in the finger?

14 A. Yes.

15 Q. Okay. You did an examination  
16 and didn't -- The exam -- Were you able to  
17 discount the numbness or you just weren't  
18 able to find the reason for the numbness or  
19 what was the exam and how did that relate  
20 to his complaint?

21 A. I can only go by my exam, and  
22 it says the neuro exam is intact, you know.

23 Q. But does that -- When you say  
24 it's intact, does that mean he didn't have

1 the numbness or there wasn't really  
2 anything at that point going on to be a  
3 serious issue that needs to be followed up  
4 on?

5 A. I didn't think it was serious,  
6 and another thing is when somebody has a  
7 laceration, there's a possibility that the  
8 nerve would have been, you know, cut too,  
9 you know, and if there's like a tiny little  
10 nerve, you really can't repair those, you  
11 know, and then a lot of time the numbness,  
12 patient will regain that back.

13 Q. Okay.

14 A. People come in and complain  
15 like that and we do the exam and it's  
16 intact and then we just have to see because  
17 everybody that has a cut can't go to  
18 microsurgery to get the nerve.

19 Q. Right.

20 A. You know, a lot of time this  
21 function will come back.

22 Q. All right. And that's what I'm  
23 trying to understand.

24 A. Yeah.

1 Q. Was he had numbness. You did  
2 the exam and there wasn't anything  
3 significant on the exam?

4 A. No, nothing significant.

5 Q. So that's all you could do at  
6 that point and hopefully later on it  
7 resolves, right? \*

8 A. Yes.

9 Q. You're not saying your exam  
10 discounted the fact that he had the  
11 numbness? You accept the fact he might  
12 have had numbness, correct?

13 A. Yes.

14 Q. Okay. The exam doesn't  
15 discount the fact that he had numbness, it  
16 just discounts the severity of any issue  
17 that's ongoing at that point?

18 A. Yes.

19 Q. Were you able in your exam at  
20 all to negate or discount any nerve  
21 involvement, or is that left up to later on  
22 other doctors?

23 A. I can't negate a nerve  
24 involvement.

1 Q. Okay. That's up to other  
2 doctors then?

3 A. Yes.

4 Q. Because you didn't see him  
5 since?

6 A. No.

7 Q. So whether there was any nerve  
8 or even some significant muscle  
9 involvement, you're not here to say that it  
10 was or it wasn't; that's up to somebody  
11 else later on down the road?

12 A. The muscle part, I mean I can  
13 only go by my note. There's some muscle  
14 involvement. I don't know. I don't have  
15 an independent recollection of you know.

16 Q. Right. How much the muscle got  
17 involved, is that what you're saying?

18 A. Yeah, I can't.

19 Q. Okay. That's what I'm saying  
20 though, to the extent of the muscle  
21 involvement or whether there was any nerve  
22 issue later on, that is something you're  
23 not able to say yes or no about; that's  
24 something that other doctors that have seen

*Can't say  
whether any pig  
nerve or muscle  
involvement  
b/c that would be  
up to a doc that  
told him later*



1 him since would have to talk about; is that

2 correct?

3 A. Yes.

4 Q. Okay.

5 MR. MAST: That's all I have.

6 MR. BARCH: I have a couple  
7 questions, follow-up.

8 THE WITNESS: Yes.

9

10 EXAMINATION

11 BY: MR. BARCH

12

13 Q. If I understood your earlier  
14 testimony, the wound -- the laceration that  
15 you -- did reach the muscle but it didn't  
16 get deep enough to catch like, for

*DN think ulnar  
nerve cut*

17 instance, the ulnar nerve itself,

18 A. I don't think so.

19 Q. Okay. But there are smaller  
20 nerves that come off the ulnar nerve which  
21 innervate the muscles and also out to the  
22 skin for sensation; those might have been  
23 cut?

*Maybe smaller  
nerves that come off  
ulnar nerve may  
have been cut*

24 A. Possible, yes.

1 Q. Okay. But you didn't test that  
2 to know for sure?

3 A. No.

4 Q. Okay.

5 MR. BARCH: That's all I have.

6 Thank you.

7 MR. MAST: All right. Thank

8 you, Doctor.

9 THE WITNESS: Thank you so much.

10 MR. ACCARDO: Signature? Would

11 you like to waive it, reserve it? Do I

12 need to explain it?

13 THE WITNESS: Yeah, would you

14 explain it to me?

15 MR. ACCARDO: If you -- If you

16 waive it, it basically means that you're

17 trusting that the court reporter took

18 everything down accurately. If you reserve

19 it, you have the right to read the

20 transcript before it's actually finalized.

21 You have to sign off on it and when you

22 read it, you can make any --

23 THE WITNESS: Amendment?

24 MR. ACCARDO: -- corrections for

1     typographical errors.

2                   THE WITNESS:   Okay.

3                   MR. ACCARDO:   Things like that.

4     You can't change your answers, but you can

5     look for typographical errors and things

6     like that.   So it's up to you.   I'll tell

7     you that probably 99 percent of doctors

8     usually waive their signatures.

9                   THE WITNESS:   I can waive it.

10                  MR. ACCARDO:   All right.   We'll

11     show signature waived then.

12                  THE WITNESS:   Okay.

13                  MR. ACCARDO:   All right.   Thank

14     you, Doctor.

15                  THE WITNESS:   Thank you so much.

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1 STATE OF ILLINOIS )  
2 ) SS:  
3 COUNTY OF C O O K )  
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7

8 I, Margaret Maggie Orton,  
9 CSR, Certified Shorthand Reporter, and RPR,  
10 Registered Professional Reporter, do hereby  
11 certify that APIWAT FORD, DO, on  
12 November 20, 2013 was by me first duly  
13 sworn to testify to the truth, the whole  
14 truth, and nothing but the truth, and that  
15 the above deposition was recorded  
16 stenographically by me and transcribed by  
17 me.

18 I FURTHER CERTIFY that the  
19 foregoing transcript of said deposition is  
20 a true, correct, and complete transcript of  
21 the testimony given by the said witness at  
22 the time and place specified.

23 I FURTHER CERTIFY that I am not  
24 a relative or employee or attorney or

1 employee of such attorney or counsel, or  
2 financially interested directly or  
3 indirectly in this action.

4 IN WITNESS WHEREOF, I have set  
5 my hand.

6  
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9

10 Margaret Maggie Orton  
11 Certified Shorthand Reporter  
12 Certificate No. 84-004046

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1 STATE OF ILLINOIS )  
 ) SS:  
2 COUNTY OF MCHENRY )

3 IN THE CIRCUIT COURT OF THE TWENTY-SECOND  
4 JUDICIAL DISTRICT, MCHENRY COUNTY, ILLINOIS

5 PAUL DULBERG, )  
 )  
6 Plaintiff, )

7 -vs- ) No. 12 LA 000178

8 DAVID GAGNON, Individually, )  
9 and as agent of CAROLINE )  
10 MCGUIRE and BILL MCGUIRE, )  
11 and CAROLINE MCGUIRE and )  
12 BILL MCGUIRE, Individually, )  
 )  
13 Defendants. )  
 )

12 The discovery deposition of  
13 MARCUS G. TALERICO, M.D., taken under oath on  
14 October 16, 2013, at the hour of 1:00 p.m.,  
15 at Mid America Orthopaedics, 1419 Peterson  
16 Road, Libertyville, Illinois, pursuant to the  
17 Rules of the Supreme Court of Illinois and  
18 the Code of Civil Procedure, before Terri A.  
19 Clark, CSR License No. 084-001957, a notary  
20 public in and for the County of Lake and the  
21 State of Illinois.

22

23 APPEARANCES:

24

1 MR. ROBERT LUMBER, of the  
2 Law Offices of Thomas Popovich  
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7 On behalf of the Plaintiff;

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14 On behalf of the Defendant,

15 David Gagnon;

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21 rb@cicerofrance.com

22 On behalf of the Defendants,  
23 Caroline and Bill McGuire.

24 - - - - -

I N D E X

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WITNESS:

MARCUS G. TALERICO, M.D.

EXAMINATION	PAGE
BY MR. ACCARDO	4-21

EXHIBITS	ID
Exhibit 1 (Curriculum Vitae)	5

1 (Deposition start time 01:11.)

2 (Whereupon, the witness was  
3 administered an oath.)

4 MR. ACCARDO: Doctor, could you  
5 please state your name and spell it for the  
6 court reporter.

7 THE WITNESS: Marcus Talerico,  
8 M-a-r-c-u-s, T-a-l-e-r-i-c-o.

9 MR. ACCARDO: Let the record reflect  
10 this is the discovery deposition of  
11 Dr. Marcus Talerico taken pursuant to  
12 notice, taken in accordance with the  
13 rules of the Circuit Court of McHenry  
14 County, the rules of the Supreme Court of  
15 the State of Illinois, and any other  
16 applicable local court rules.

17 MARCUS G. TALERICO, M.D.,  
18 having been first administered an oath, was  
19 examined and testified further as follows:

20 EXAMINATION

21 BY MR. ACCARDO:

22 Q. Good afternoon, Doctor, my name is  
23 Perry Accardo and I'm going to be asking you  
24 some questions today about a former patient

1 of yours by the name of Paul Dulberg. Okay?

2 A. Yes.

3 Q. You have given depositions before;  
4 is that correct?

5 A. Yes.

6 Q. You're familiar with the ground  
7 rules governing depositions, generally?

8 A. Yes.

9 Q. Now, we have been tendered a copy  
10 of your CV. I think we have marked it as  
11 Exhibit No. 1 for identification. Is that  
12 relatively current and up to date?

13 A. It is.

14 Q. What kind of doctor are you?

15 A. ~~Orthopedic surgeon.~~

*Ortho*

16 Q. And do you have a specialty within  
17 that field?

18 A. ~~Hand and upper extremity surgery.~~

*Specialty in  
hand & UE  
Sx*

19 Q. And you are currently affiliated  
20 with MidAmerica Orthopaedics?

21 A. Yes.

*MidAmerica Ortho*

22 Q. And that's in Libertyville,  
23 Illinois?

24 A. Yes.

1 Q. And how long have you been  
2 affiliated with them?

3 A. A little bit over two years.

4 Q. You have your chart for Mr. Dulberg  
5 today?

6 A. I do.

7 Q. Does that chart contain everything,  
8 all the records in regards to Mr. Dulberg?

9 A. It contains the two office  
10 encounters, but no other documents that may  
11 be with this chart. I don't know that for  
12 sure. For example, the EMG which is  
13 referenced in here, I don't have that, but I  
14 commented on it.

15 Q. The question was everything that  
16 you have in front of you comprises the entire  
17 chart?

18 A. Yes.

19 Q. Now, ~~you saw Mr. Dulberg twice,~~ is  
20 that correct?

21 A. Yes.

22 Q. ~~And the first time was on December~~  
23 ~~2nd of 2011,~~ is that correct?

24 A. Yes.

*Saw it 2x*

*① 12/2/11*

1 Q. ~~The second time was on January 6th~~  
2 ~~of 2012?~~

② 1/6/12

3 A. Yes.

4 Q. Have you or your office had any  
5 contact whatsoever with Mr. Dulberg since  
6 that time?

7 A. I believe not.

8 Q. I'm sorry, Doctor, it wasn't a  
9 trick question before, but on one of the  
10 records I did note, ~~it looks like a~~  
11 ~~June 21st, 2012 telephone~~ -- was it a  
12 ~~telephone call?~~ It's on the second page of  
13 the December 2nd, 2011 record.

14 A. Okay, I see that on the bottom.  
15 That was a phone call, and apparently the  
16 patient called. And VV is one of our  
17 employees, a nurse in our office, Vernice.  
18 And she ~~must have taken this phone call where~~  
19 ~~he said that he detailed the injury~~  
20 ~~apparently.~~ I didn't take that phone call  
21 and I didn't even know that until you pointed  
22 it out.

23 Q. ~~It's more about him giving more~~  
24 ~~detail about how the actual incident took~~

1 place as opposed to describing any additional  
2 problems with injuries or anything like that?

3 A. Correct. And I didn't see him at  
4 that time, that was a phone call.

5 Q. Backing up. Safe to say then that  
6 since June 21st of 2012 neither you nor your  
7 office has had any contact with Mr. Dulberg?

8 A. Correct.

9 Q. I would also ask any opinions that  
10 you give today, I would ask that they be  
11 within a reasonable degree of medical and  
12 orthopedic certainty. Fair enough?

13 A. Yes.

14 Q. Let's just go over the visits. The  
15 first visit on December 2nd, 2011. Was

16 Mr. Dulberg referred to you?

17 A. ~~He was, by Dr. Levin, a~~  
18 ~~neurologist.~~

Referred by  
Dr. Levin  
(neuro)

19 Q. Do you know Dr. Levin?

20 A. I don't.

21 Q. Do you know of her?

22 A. I have heard her name.

23 Q. And Mr. Dulberg gave you a history  
24 when he came in to see you?

1 A. He did.

2 Q. And what was that history?

3 A. That he was using a chain saw and  
4 was accidentally struck on the right forearm,  
5 volar side.

6 Q. He indicates that he was seen in  
7 the emergency room; is that correct?

8 A. Yes.

9 Q. Did you ever receive any records  
10 from the emergency room?

11 A. No.

12 Q. And what were his complaints as far  
13 as pain, discomfort?

14 A. Persistent pain that was radiating  
15 from the laceration side in the forearm  
16 region.

*10 persistent  
pain radiating  
to from laceration  
side*

17 Q. Where was it that the laceration  
18 was, it was on the right forearm?

19 A. Right volarly, so palm side and mid  
20 forearm level. And he also had intermittent  
21 numbness and tingling.

*intermittent  
numbness +  
tingling  
in  
ring + small  
finger*

22 Q. In any particular areas?

23 A. In the ring and small finger.

24 Q. What else did he indicate?

1 A. Grip weakness with loss of  
2 endurance with wrist flexion and gripping.

*grip  
Weakness*

3 Q. Now, before he came to see you he  
4 had seen Dr. Levin and had an EMG and nerve  
5 conduction study performed; is that right?

6 A. Yes.

7 Q. And you did not have the report at  
8 that time?

9 A. Correct.

10 Q. Did he indicate to you his work  
11 status?

*not  
working*

12 A. He was currently not working at  
13 that time apparently, but was a trained  
14 graphic designer.

15 Q. And he reported using a computer  
16 mouse for 20 minutes causes him significant  
17 forearm pain; is that right?

18 A. Correct.

19 Q. You performed an examination?

20 A. Yes.

21 Q. And what were the results of that  
22 examination specific to his right arm or  
23 hand?

24 A. Basically it was a normal exam

1 except for the fact he did have a well-healed  
 2 laceration in that area of the forearm where  
 3 the chain saw hit him.

4 He did also have some apparent  
 5 muscle incongruity, meaning some scarring at  
 6 the muscle belly level deep to the skin.

7 Q. And just a little bit more  
 8 specifically about the exam. I know you said  
 9 that it was normal. It appears that there  
 10 was no tenderness to palpation of the  
 11 forearm?

12 A. Correct.

13 Q. And would that include the area  
 14 where the laceration and the scarring was?

15 A. Yes.

16 Q. As far as his strength, was that  
 17 tested?

18 A. It was.

19 Q. And what were the results of that?

20 A. He had intact strength. He had  
 21 normal wrist flexion and extension strength.  
 22 He had normal grip strength. He had normal  
 23 intrinsic strength, which are the muscles in  
 24 the hand.

normal  
exam  
well-healed  
laceration  
muscle  
scarring

no TTP of  
forearm

normal  
strength

1 Q. It's noted he had a negative  
2 Froment's sign. What is that?

3 A. That is a sign that looks for  
4 atrophy and weakness of the muscles in the  
5 hand. The implication there is an ulnar  
6 nerve injury.

7 Q. And a positive Wartenberg sign.  
8 What is that?

9 A. Wartenberg sign is where the small  
10 finger deviates away from the right finger  
11 when you ask them to bring in the small  
12 finger against the ring finger. That again  
13 has to do with ulnar nerve function. So a  
14 positive sign is normally, it's attributed to  
15 an imbalance from weakness of the intrinsics  
16 of the hand.

17 Q. Would you consider that to be a  
18 subjective or an objective finding?

19 A. It's an objective finding. It's  
20 clinical significance, it's part of the big  
21 picture. So just because that's a positive  
22 sign doesn't necessarily mean anything  
23 per se. In context with other findings is  
24 where it's helpful.

Negative  
Froment's  
Sign  
(Testing for  
ulnar nerve  
injury)

Positive  
Wartenberg  
Sign  
(also ulnar  
nerve test)

Not necessarily  
sig

1 Q. Were any tests run during your  
2 examination regarding sensation? Because he  
3 was complaining of this numbness and the  
4 tingling.

5 A. I would test sensation by just  
6 light touch.

*Normal  
Sensation*

7 Q. And would that have been normal as  
8 well?

9 A. Yes.

10 Q. And what was your assessment then  
11 following that initial visit and examination?

12 A. My assessment was that he had a  
13 healed laceration in the forearm. I did not  
14 appreciate any obvious nerve, tendon, or  
15 artery injury. He had some scarring. And  
16 that my recommendation was therapy to try to  
17 improve his strength and his perceived  
18 weakness and the pain he had at the injury  
19 site.

*No  
Obvious  
Nerve, Tendon or  
Artery injury  
Recommend  
PT*

20 Q. You also indicate under your plan  
21 that his complaints are likely muscular in  
22 origin?

23 A. Correct.

*C10's are  
Muscular  
in  
origin*

24 Q. And that he may have some

1 superficial sensory complaints?

2 A. Correct.

3 Q. What would be the cause of these  
4 potential superficial sensory complaints  
5 given his history and given the results of  
6 your examination?

7 A. He could have in that area there  
8 are some sensory nerves. One in particular  
9 is the medial and the brachial cutaneous  
10 nerve. He could have neuromas at that point  
11 where they could be sort of scarred ends of  
12 the nerve perhaps. That's all in the sort of  
13 differential, but I guess at that time I  
14 really didn't get the sense that that was  
15 really at play.

16 Q. Is there any way to test for that?

17 A. Well, you can try to palpate the  
18 area and try to find a specific focal area.  
19 And if you had one area that is very  
20 obviously the tender area, there is a Tinel's  
21 sign where you tap there to see if that  
22 recreates all the symptoms. Perhaps you  
23 could explore that.

24 You could try with an EMG. I don't



1 symptoms. He felt therapy did not help him.  
2 He felt that he was getting weaker. And also  
3 burning in his forearm.

*weaker;  
burning  
in forearm*

4 Q. The burning in the forearm, is that  
5 a new complaint or was that sort of go along  
6 with the numbness and tingling?

7 A. I think that was all part of what  
8 he was complaining of. I might not have used  
9 that language in the first encounter, but  
10 that's my recollection of the event.

11 Q. Were there any new and unique  
12 complaints when he came to see you the second  
13 time in January?

14 A. No, not according to the note and  
15 what I recall.

16 Q. I know he indicated to you that he  
17 didn't feel that occupational therapy was  
18 helping, and we have established that he had  
19 the two visits. Do you have the records or  
20 the reports from the therapist?

21 A. I have not seen it, no.

22 Q. In the interim between your two  
23 visits you were able to get a copy of the  
24 EMG, the nerve conduction study?

*no new  
C/O's*

1 A. Yes.

2 Q. What did you find when you reviewed  
3 that?

*normal  
EMG*

4 A. It was a normal study.

5 Q. And it looks like he also when he  
6 came to see you in January he asked you about  
7 some disability paperwork. Do you recall  
8 that?

9 A. I don't specifically recall that  
10 question, but I did note that in the report  
11 that he did ask me about disability  
12 paperwork, yes.

13 Q. What type of paperwork would it be  
14 that he would have been asking for, if you  
15 know?

16 A. I don't know, to be honest. It's  
17 just the phrase I put in there.

18 Q. At that time did you feel he was  
19 suffering from any type of disability?

20 A. No. I think that he had some  
21 scarring in his forearm and he had a lot of  
22 complaints, but I did not have any real  
23 objective findings that I could come up with  
24 a diagnosis, at least that I could treat.

*not suffering  
from any  
disability*

1 Q. You did do another examination of  
2 him in January?

3 A. Yes.

4 Q. And what were the results of that,  
5 that examination in comparison to the earlier  
6 examination?

7 A. Basically the same thing.

8 Q. So essentially negative?

9 A. Yes.

10 Q. And what was your assessment and  
11 plan at that time?

12 A. My assessment was, again, he had  
13 continued forearm pain and some scarring in  
14 the muscle. My recommendation was continued  
15 therapy. I really didn't have much else for  
16 him.

17 Q. Do you know whether he sought out  
18 any additional therapy?

19 A. No idea.

20 Q. During the two visits when he came  
21 to see you did he ever make any complaints  
22 regarding any pain or discomfort above the  
23 area where the laceration was up into the  
24 right elbow or anything like that?

*Negative Exam again*

*cont 07*

1 A. No, I don't recall that.

2 Q. It was strictly confined to the  
3 forearm and the area where the laceration  
4 was?

*Radiating  
Pain*

5 A. Yeah, with sort of radiating -- it  
6 doesn't say. I guess shooting, radiating  
7 from the laceration site. I didn't say which  
8 way, up or down, but radiating.

*No indication  
of ulnar nerve  
injury*

9 Q. And nothing in your examination or  
10 your review of the EMG indicated anything  
11 regarding any injury to the ulnar nerve; is  
12 that a fair statement?

*if any injury,  
more branch  
sensory type  
nerves*

13 A. Correct.

14 Q. Are you talking mostly about then  
15 if any nerves were involved it would have  
16 been these more branch sensory type nerves?

17 A. Yes.

18 Q. Do you have an opinion as to what,  
19 if any, injury Mr. Dulberg suffered as a  
20 result of this incident with the chain saw?

21 A. My sense is he sustained a  
22 laceration in the muscle belly of his  
23 forearm. That did heal. And I did not  
24 appreciate any objective weakness or real

*Op: He suffered  
laceration to muscle  
belly of his forearm*

1 abnormality other than his subjective  
2 complaints of shooting, burning pain, and  
3 feelings all in his forearm area.

4 Q. And again, none of which you could  
5 correlate clinically with any certainty?

6 A. To me, I have seen a lot of  
7 lacerations, and typically a laceration in  
8 the muscle will heal. And I did not note any  
9 obvious deficits.

10 So he could have pain there, that's  
11 a subjective complaint, I have no way to  
12 measure that. I don't know what to make out  
13 of that when people tell me it's hurting. I  
14 can only look for objective findings. And I  
15 really didn't find any so that's really all I  
16 could come up with for him.

17 Q. And just for clarification. What  
18 is the muscle belly you referred to, what's  
19 that?

20 A. The muscles of the flexor pronator  
21 mass, so the wrist flexors. And there is a  
22 forearm pronator, which is a deep muscle  
23 coming off of the medial epicondyle of the  
24 elbow, and they radiate across the forearm.

1           A chain saw going through  
2 transversely in his forearm probably went  
3 into the muscle. I think he described that  
4 he had an open wound down to muscle.

5           Obviously, I didn't see the open  
6 wound because I saw him six months after the  
7 injury, going by his description. So those  
8 are the wrist flexors primarily. And he had  
9 perfectly normal functioning wrist flexors,  
10 so the muscle healed.

11           MR. ACCARDO: I don't have any other  
12 questions.

13           MR. LUMBER: I don't have any.

14           MR. BARCH: To be honest, I believe  
15 you covered it.

16           MR. ACCARDO: Signature?

17           THE WITNESS: Waived.

18           (Deposition concluded at 01:31 PM.)  
19  
20  
21  
22  
23  
24

*Chain saw  
probably went  
thru muscle, wrist  
flexors  
b/c they functioned  
normally  
muscle  
healed*

1 CERTIFICATE OF REPORTER  
2  
3  
4

5 I, TERRI A. CLARK, Certified  
6 Shorthand Reporter for the State of Illinois,  
7 do hereby certify that the foregoing was  
8 reported by stenographic and mechanical  
9 means, which matter was held on the date, and  
10 at the time and place set out on the title  
11 page hereof, and that the foregoing  
12 constitutes a true and accurate transcript of  
13 same.

14 I further certify that I am not  
15 related to any of the parties, nor am I an  
16 employee of or related to any of the  
17 attorneys representing the parties, and I  
18 have no financial interest in the outcome of  
19 this matter.  
20  
21  
22

---

23 TERRI A. CLARK, CSR

24 LICENSE NO. 084-001957

**COPY**

Discovery Deposition  
of **CAROLYN McGUIRE**

**Date:** March 20, 2013

**Case:** Dulberg v. Gagnon

**Urbanski**  
Reporting Company

**Phone: 312-977-1777**

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

1 APPEARANCES:  
2

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9

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23 Appeared on behalf of the Defendant, David  
24 Gagnon.

\* \* \* \*

I N D E X

WITNESS

PAGE

CAROLYN McGUIRE

BY MR. MAST..... 4

BY MR. BARCH.....103

E X H I B I T S

(NO EXHIBITS MARKED)

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1 THE REPORTER: Ma'am, can you raise your right  
2 hand, please?

3 CAROLYN McGUIRE,  
4 after being first duly sworn, deposeseth and saith as  
5 follows:

6 EXAMINATION

7 BY MR. MAST:

8 Q. All right. Please state your name.

9 A. Carolyn McGuire.

10 Q. Okay. And you are Dave Gagnon's mother?

11 A. Yes.

12 Q. And you know why we are here today I assume?

13 A. Yes.

14 Q. About the chain saw accident?

15 A. Yes.

16 Q. Okay. And I represent Paul Dulberg.

17 A. Okay.

18 MR. MAST: This is the discovery deposition of  
19 Carol McGuire -- Carolyn McGuire.

20 THE WITNESS: It's Carolyn, right.

21 MR. MAST: It's what?

22 THE WITNESS: It is Carolyn. I know it was  
23 written -- It's C-A-R-O-L-Y-N.

24 MR. MAST: Okay. Very good. Taken pursuant to

1 notice, in the course of the applicable rules.

2 I am just going to ask you some  
3 questions about this incident. I am trying to find  
4 out what you know, so if you don't know things, that's  
5 fine, too, but I will just ask you some questions and,  
6 please let me finish my question before you answer so  
7 we don't talk over each other and if you don't  
8 understand the question, let me know and I will try to  
9 rephrase it for you, okay?

10 THE WITNESS: Okay.

11 BY MR. MAST:

12 Q. What's your date of birth?

13 A. November 26, 1946.

14 Q. Okay. That makes you, what, 65?

15 A. 66.

16 Q. 66. Okay. And what's your address?

17 A. 1016 West Elder, that's E-L-D-E-R, Avenue,  
18 McHenry, Illinois, 60051.

19 Q. And who do you live there with?

20 A. My husband, William McGuire.

21 Q. Okay. How long have you been married?

22 A. Let's see. We got married in 1993.

23 Q. 20 years?

24 A. That would be 20 years I guess, yeah.

1 Q. Okay. And I understand that William is  
2 David's stepfather, right?

3 A. Yes.

4 Q. And what's his father's name?

5 A. His real father's name was Alan, A-L-A-N, A.,  
6 Gagnon, G-A-G-N-O-N.

7 Q. Were you married?

8 A. Yes. We were married.

9 Q. Did he pass?

10 A. Yes. He has passed on.

11 Q. When did he pass on?

12 A. He died when he was 50 so that was 16 years  
13 ago so 1990 --

14 Q. So was there a divorce?

15 A. Oh, we were divorced. Yeah.

16 Q. Okay. Do you have any other children?

17 A. I have two daughters. I have a Diane Lutz,  
18 L-U-T-Z. She is my oldest.

19 Q. Where does she live?

20 A. She lives at 4708 Wilmot Road, McHenry,  
21 Illinois.

22 Q. Okay.

23 A. And then I have another daughter. Her name  
24 is Donna Giovanni, G-I-O-V-A-N-N-I, and she lives on

1 Terrace in Johnsburg. I am trying to think of their  
2 address. I can't think of it right offhand.

3 Q. Okay. And Dave is married?

4 A. David is married.

5 Q. How long has he been married?

6 A. It was four years.

7 Q. What's his wife's name?

8 A. Pam.

9 Q. Okay. So they live up in where?

10 A. They live -- Well, their mailing address is  
11 Geneva, Wisconsin.

12 Q. Lake Geneva?

13 A. But they don't live in Lake Geneva. Oh --  
14 No. It's Genoa. What am I saying. It's Genoa, Genoa,  
15 Wisconsin.

16 Q. Right near Lake Geneva?

17 A. Right. It's close.

18 Q. Okay. And before being married to Pam four  
19 years ago, did he live with you two?

20 A. No. They lived in that house where they live  
21 now but they weren't married.

22 Q. How long did they live at that house?

23 A. At least 12 years.

24 Q. Oh, that long?

1 A. Yeah. Maybe 12 years.

2 Q. So 12 years ago was David living with you?

3 A. Yeah. He lived with me then.

4 Q. For how long?

5 A. His whole life until he left. He was there a  
6 long time.

7 Q. How old is Dave?

8 A. Dave is 45 right now.

9 Q. Okay. So he lived with you over 30 years  
10 then?

11 A. Probably. Yeah. Yeah.

12 Q. Right?

13 A. 30. Yes. Yep.

14 Q. What does Dave do for a living?

15 A. He does auto body work.

16 Q. Does he do it for somebody or out of his  
17 house?

18 A. He is self-employed.

19 Q. Out of his house then?

20 A. Yeah. Right.

21 Q. Okay. You are aware of this chain saw  
22 accident involving my client Paul Dulberg at your  
23 house, right?

24 A. Correct.

1 Q. And I think it happened in June of 2011.  
2 Does that make sense?

3 A. Yes.

4 Q. Okay. Do you know the day?

5 A. I believe it was the 28th or the 29th of  
6 June. It was towards the end there.

7 Q. Okay. And the incident occurred I think --  
8 and just generally now, we are going to go into the  
9 details, but I think Paul was helping Dave with some  
10 tree, cutting down some branches or something on your  
11 property, right?

12 A. Correct.

13 Q. Okay. And Dave has already been deposed and  
14 I don't have -- I am just trying to remember what he  
15 said.

16 A. Uh-huh.

17 Q. But so I am going to ask you a little bit  
18 about what your understanding was that he was doing  
19 but as I recall, he said that he was taking a tree  
20 down for you. Does that sound right?

21 A. Yeah. There was two trees in the back there.  
22 They were evergreens.

23 Q. So there were two trees that you wanted him  
24 to take down?

1           A.     Yes.    Because we were going to put a shed up  
2     back there.

3           Q.     Okay.   So at some point I am assuming neither  
4     you nor your husband are able to take a tree down with  
5     a chain saw, right?

6           A.     No.

7           Q.     Is that right?

8           A.     That's correct.   We did not.

9           Q.     Well, you aren't even able to do it because  
10    you are just not -- you don't know how to do a chain  
11    saw?

12          A.     I am afraid of a chain saw.

13          Q.     Probably your husband is the same?

14          A.     Yes.    He never used one either, yeah.

15          Q.     So you knew that Dave had some experience  
16    with chain saws?

17          A.     Yes.

18          Q.     Okay.   If I were to go through what level of  
19    experience he had in using chain saws before Paul's  
20    accident, would you know?

21          A.     He has used them many a times.   If you go  
22    from a one to a ten, I'd have to say a ten because he  
23    has taken down trees at his house and so -- big trees.

24          Q.     This is what I am asking, though --

1 A. Okay.

2 Q. Let me ask it this way: Before Paul's  
3 accident, do you know how long Dave has had experience  
4 using chain saws? A year, five years, ten years,  
5 twenty years, do you have any idea?

6 A. Well, I'd have to say probably as long as he  
7 was probably on his own property because he had cut  
8 down trees then and anything prior to that, I really  
9 don't remember.

10 Q. Okay. So you are saying for at least the  
11 last 12 years?

12 A. At least, yes.

13 Q. Okay. So as soon as Dave began living up in  
14 Genoa from that time until Paul's accident you knew he  
15 was using chain saws?

16 A. Right.

17 Q. Before he began living up in Genoa 12 years  
18 ago, what experience he had with chain saws you are  
19 not sure; is that correct?

20 A. No, because like you said, he lived with me  
21 for how many years and the only thing we ever cut down  
22 on our property was the apple tree in the back.

23 Q. And did he do that?

24 A. Yeah. He did that.

1 Q. With a chain saw?

2 A. With a chain saw, so that was before this  
3 accident happened the timeframe.

4 Q. So I want to get a summary of what you have  
5 just said just so I understand.

6 A. Okay.

7 Q. So you are saying for the past 12 years while  
8 Dave was living up in Genoa, you believed he has used  
9 a chain saw regularly because that would be needed on  
10 his property?

11 A. Uh-huh.

12 Q. Right?

13 A. Right.

14 Q. Okay. But 12 years ago, before 12 years ago  
15 when he lived with you, you knew he took down a tree  
16 but other than that, you are not aware of what  
17 experience he had with chain saws; is that right?

18 A. No. I don't know if he had any.

19 Q. Is that correct what I just said?

20 A. That's correct. That's correct.

21 Q. I am going to say it again because the no and  
22 the yeah messed it up.

23 A. Okay.

24 Q. Before 12 years ago --

1 A. All right.

2 Q. -- prior to that, other than Dave cutting  
3 down a tree on your property while he was living with  
4 you, you are not aware of any other experience he had  
5 using a chain saw during -- before 12 years ago; is  
6 that correct?

7 A. Correct.

8 Q. Okay. And how long did it take him to cut  
9 that tree down more than 12 years ago on your  
10 property?

11 A. Well, that wasn't even 12 years ago. That  
12 tree was -- Okay. I'm sorry. The tree was actually  
13 cut down before -- you know, not long before this  
14 accident happened.

15 MR. BARCH: You got to listen to his questions  
16 because he was asking you if the apple tree was cut  
17 down more than 12 years ago so you got to listen to  
18 his question.

19 MR. MAST: Let me say it again.

20 THE WITNESS: I was going to break in but then --

21 BY MR. MAST:

22 Q. I am happy to go through this to make sure  
23 you understand it but if you don't understand it, you  
24 got to let me know so we don't get it taken down

1 wrong, okay?

2 A. All right.

3 Q. So let's go back over that. All right. Over  
4 the last 12 years while Dave was living up in Genoa  
5 with his wife, you have known Dave to regularly use a  
6 chain saw not only at his property but for you, right?  
7 Is that correct?

8 A. Okay. Correct.

9 Q. Okay. Prior to 12 years ago when Dave was  
10 living with you for the rest of his life pretty much,  
11 have you ever known what experience he has in use of a  
12 chain saw?

13 A. No.

14 Q. Okay. Do you know if he ever used a chain  
15 saw more than 12 years ago?

16 A. I don't know.

17 Q. Okay. So the answer is the first time you  
18 are aware that Dave has used a chain saw was after he  
19 moved from your house and moved up to Genoa and lived  
20 with his wife?

21 A. Right.

22 Q. His soon to be wife, right?

23 A. Right.

24 Q. And that was for the last 12 years, correct?

1 A. Correct.

2 Q. Before that you are not sure what experience  
3 or use he had of a chain saw, fair enough?

4 A. Fair enough. Right.

5 Q. Okay. So I am assuming, and you can correct  
6 me if I am wrong, did you ever see Dave use a chain  
7 saw over at his house?

8 A. No. I would --

9 Q. You just knew he did?

10 A. Right. I seen a tree down.

11 Q. Did he have his own chain saw?

12 A. Uh-huh.

13 Q. Yes?

14 A. Yes.

15 Q. You can't block your mouth because we have to  
16 make sure you say it loud for us, all right?

17 A. Yes.

18 Q. I am assuming, and you can correct me if I am  
19 wrong, the only time you saw Dave use a chain saw has  
20 been on your property?

21 A. Yes.

22 Q. And that would have been within the last  
23 12 years?

24 A. Yes.

1 Q. Okay. All right. So my next question  
2 obviously is then before Paul's accident, how many  
3 times have you known Dave to use a chain saw on your  
4 property?

5 A. Twice.

6 Q. Okay. One was for the apple tree and the  
7 other was for this accident, right?

8 A. No, and the other one was the tree in the  
9 front we had taken down before this, too, within, you  
10 know, a span of maybe a couple months and we had  
11 somebody come and take down the whole tree but this was  
12 like big pieces. It was a huge tree.

13 Q. Got it.

14 A. And so David and Paul were helping. They  
15 were using Paul's chain saw.

16 Q. All right. I am going to get to that. It's  
17 a little bit more wordy than I was asking. My  
18 question was: How many times before Paul's accident  
19 had Dave cut or used the chain saw on your property  
20 and your answer is three?

21 A. Well, twice. The apple tree and the big tree  
22 in the front.

23 Q. And he was also working on your property  
24 before --

1 A. Right, and --

2 Q. We can't talk over each other, though. You  
3 got to let me come to an end, okay, and then you can  
4 answer. I will let you say whatever you want but you  
5 got to let me come to an end.

6 Would it be fair to say that Paul has  
7 used a chain saw on your property in the last 12 years  
8 three times, three separate times?

9 A. Did you just say Paul?

10 Q. I'm sorry I did, didn't I?

11 MR. ACCARDO: Yes.

12 MS. MAST: See, she is listening to me.

13 BY MR. MAST:

14 Q. Is it fair to say over the last 12 years Dave  
15 has used a chain saw on your property on three  
16 separate occasions?

17 A. Correct. Yes.

18 Q. Okay. The one occasion was in conjunction  
19 with the work he was doing before Paul's accident?

20 A. Yes.

21 Q. The other was the apple tree?

22 A. Uh-huh.

23 Q. Yes?

24 A. Yes.

1 Q. And the other was that tree in the front that  
2 you had cut down and he had to cut it up?

3 A. Correct.

4 Q. Is that right?

5 A. Yes.

6 Q. All right. So now I want to try to get a  
7 timeframe for those three occasions. I know when the  
8 third occasion was because that's in June of 2011,  
9 right? Right?

10 A. Right.

11 Q. Okay. So give me the timeframe of the other  
12 two occasions if you can generally.

13 A. Well, let's see.

14 Q. Because you were talking about months before  
15 and stuff.

16 A. Yeah. Probably months in between. I would  
17 have to say this was -- I'd probably have to say maybe  
18 the beginning of May was the real big tree in the front  
19 that he did help at the end cut up.

20 Q. May of what year?

21 A. The same year, 2011.

22 Q. I need you to say it, though. I don't want  
23 to say it.

24 A. Okay. May 2011.

1 Q. Okay.

2 A. And the apple tree, too, it was in 2011 and  
3 it was probably shortly after that. Maybe the  
4 beginning of June.

5 Q. Okay. Very good. Is the apple tree kind of  
6 a smaller fruit tree that we are talking about then?

7 A. Yes. It was probably like that, the trunk,  
8 yeah.

9 Q. I get it. Maybe about 6 or 8 inches?

10 A. Yeah. Diameter.

11 Q. Diameter.

12 A. Yes.

13 Q. So the first tree that Paul had to cut or the  
14 first use of a chain saw on your property before  
15 Paul's accident would have been that same year a month  
16 before?

17 A. Uh-huh.

18 Q. Yes?

19 A. Correct. Correct.

20 Q. All right.

21 A. Yes.

22 Q. And that was where the big tree in the front  
23 was taken down already, Paul didn't -- or Dave didn't  
24 have to do that, right?

1 A. No.

2 Q. Is that right?

3 A. Correct. He did not cut it down.

4 Q. But you asked him -- you asked Dave to cut up  
5 the trunk after the tree was already cut down; is that  
6 right?

7 A. Can I elaborate on that and say something?

8 Q. Well, you can elaborate any time you want but  
9 I'd first ask you to answer my question so that the  
10 answer is shown on the record.

11 A. No. I did not ask him to cut it.

12 Q. Okay. What did you ask him to do?

13 A. But after the tree was removed, this big huge  
14 tree by a tree company, there was a big huge stump out  
15 there and what happens is they didn't take the wood  
16 away because that would cost extra money and we knew  
17 that Paul would probably want it for his fireplace  
18 which he did and these things were huge so they were  
19 cutting them into smaller pieces.

20 Q. Who is "they were"?

21 A. My son and Paul.

22 Q. So the stumps were left by the tree company  
23 in May 2011 after they cut the tree down --

24 A. Uh-huh.

1 Q. -- and Paul and Dave you didn't ask them to  
2 but they -- Paul wanted to keep some of that wood so  
3 he asked Dave and they worked together to cut up those  
4 stumps?

5 A. Right. To cut up the big rounds. You know,  
6 they took away branches and stuff but they left big  
7 chunks and that's what they cut up.

8 Q. You mean "they" took away, the tree company  
9 took away the branches?

10 A. Right. The branches.

11 Q. But left the stumps?

12 A. Okay. The stump. Well, the stump, right.  
13 The stump. Yeah. The stump is still there.

14 Q. Well, there is other little stumps that are  
15 cut apart, right?

16 A. Yeah. They were trunks of the tree, you  
17 know, yeah. Uh-huh.

18 Q. All right. So after the tree company cut the  
19 tree down in May of 2011, there were sections of the  
20 tree that were cut up by the tree company that were  
21 left behind?

22 A. Correct.

23 Q. And Paul and Dave cut them up so Paul could  
24 use it as firewood at his house?

1 A. Yes.

2 Q. Do you know if Paul was using a chain saw  
3 during that time?

4 A. Well, it was his chain saw.

5 Q. But you know what I am asking, right?

6 A. Yeah. You know, I can't really remember if  
7 they were both doing it or --

8 Q. All you have to say is I know or I don't  
9 know.

10 A. I don't know. I really don't know.

11 Q. That's all you got to say and I will move on.

12 Had you ever seen -- Before Paul's  
13 accident, had you ever seen Paul use a chain saw?

14 A. No.

15 Q. Okay. So whether he used it properly or  
16 dangerously prior to Paul's accident you don't know if  
17 Paul did or didn't?

18 A. No.

19 Q. You seen Dave use it on occasion before  
20 Paul's accident as we already talked about, right?

21 A. Right.

22 Q. Did you believe he used it safely?

23 A. Yes.

24 Q. Ever see him use it unsafely, this chain saw?

1 A. No.

2 Q. Okay. Other than Paul and yourself, is there  
3 anyone else Paul -- I'm sorry. Other than Paul, Dave  
4 and yourself, is there anyone else that would have to  
5 your knowledge seen Dave use a chain saw before Paul's  
6 accident?

7 A. Well, I'd have to say no because I can't  
8 remember actually.

9 Q. That's fine.

10 A. I seen him cut the tree.

11 Q. I'm not asking you to put your name in there.

12 A. Nobody else, no.

13 Q. Okay. How long did Paul and Dave work on  
14 those tree sections cutting them up? How long did  
15 that take? One day, more than a day?

16 A. Couple hours.

17 Q. Okay. So just one day then?

18 A. I believe.

19 Q. Okay. And was anything left after they cut  
20 those stumps up?

21 A. No. Paul took it all.

22 Q. Okay. Did he pay you for it?

23 A. No. I gave it as a gift. He said he wanted  
24 it.

1 Q. Very good. Okay. But who cut it up with the  
2 chain saw you don't know, right?

3 A. I don't remember if they both did it or if  
4 David just did.

5 Q. Okay. Do you know -- Again, I am just asking  
6 what you know. If you don't know, you can just say I  
7 don't know.

8 Do you know between Paul and Dave before  
9 Paul's accident who was more experienced on the chain  
10 saw?

11 A. No.

12 Q. Okay. Then after that big tree in the front  
13 was cut up, there was the apple tree that was cut up  
14 shortly after that, right?

15 A. Correct.

16 Q. Also in May or June of 2011, right?

17 A. Correct.

18 Q. And that is a 6 to 8-inch diameter and were  
19 there any branches off the tree had to be cut up or  
20 just the tree cut down?

21 A. No. There was branches.

22 Q. Okay. Do you know -- Did you see that being  
23 cut down?

24 A. Yeah. David was out there trimming.

1 Q. Who cut the apple tree down?

2 A. David did.

3 Q. Did Paul -- Was Paul involved in the apple  
4 tree being cut at all?

5 A. I believe no.

6 Q. Okay. So David did all that work?

7 A. Yes.

8 Q. How tall was that apple tree?

9 A. As tall as my house, 20 feet.

10 Q. And, again, that might have taken a couple  
11 hours and that was over then?

12 A. Yes.

13 Q. And who took the wood from that tree?

14 A. I believe we put it in the back. We have it  
15 piled up.

16 Q. Okay. So that was -- Those are two tree  
17 projects that we just talked about in May or June  
18 of 2011, right?

19 A. Correct. Yes.

20 Q. The third project is the two trees that you  
21 said were in the backyard that you wanted to put a  
22 shed back there so you wanted those trees cut down,  
23 right?

24 A. Yes.

1 Q. And that was a project where you asked Dave  
2 to do again, right?

3 A. Yes.

4 Q. You didn't ask Paul to do it, did you?

5 A. No.

6 Q. Okay. Sometime in June you told Dave, hey,  
7 we need those two trees cut down in back, right?

8 A. Correct. Yes.

9 Q. And you asked him to do it, right?

10 A. Right.

11 Q. And he said he would do it for you?

12 A. Right.

13 Q. Okay. And the reason they had to be cut down  
14 is you wanted to put a shed back there?

15 A. Right, and we didn't want to of course put a  
16 shed up first and then take the trees down.

17 Q. Right. I understand. Okay. What was the  
18 diameter of that -- of the two trees that were the  
19 evergreens that were going to be taken down, if you  
20 know?

21 A. Well, I'd have to say that they were probably  
22 both at least 60 feet tall.

23 Q. Okay.

24 A. And the base of them was -- I don't know.

1 Q. A foot or so around?

2 A. Yeah. Maybe more.

3 Q. Well, if you measure -- Hold on.

4 A. Okay.

5 Q. If you measure it from one side to the other  
6 side, is that about a foot wide?

7 A. No. It was more.

8 Q. More than a foot wide?

9 A. More than a foot wide.

10 Q. A foot and a half wide?

11 A. Yes. At least.

12 Q. Both of the trees were the same size?

13 A. About the same.

14 Q. Okay. Okay. And when Paul's accident  
15 occurred, had both of the trees already been cut down?

16 A. David had gone up the trees by, you know, and  
17 cut down --

18 Q. We are going to start there later, but I am  
19 asking you right now by the time of Paul's accident,  
20 were both of the evergreen trees already cut down or  
21 was he going limb by limb?

22 A. David was cutting limb by limb but I believe  
23 Paul came over when David needed him to help him.

24 Q. You are going too far away. I am just asking

1 you right now at the time of Paul's accident what the  
2 condition of those two standing evergreens were. Were  
3 they both still standing?

4 A. There was branches on the ground already.

5 Q. Were the trunks still standing?

6 A. Okay. Yes.

7 Q. Okay. That's what I am trying to find out.

8 A. Okay.

9 Q. Do you know the process Dave was choosing to  
10 cut the trees down? Was he going first up the tree  
11 and cutting the limbs down first and then he was going  
12 to do the trunk or do you know?

13 A. He was going up the tree and cutting down the  
14 branches.

15 Q. Okay. And then after the branches were cut  
16 down, he would take the bases down and cut the trunks  
17 down?

18 A. He didn't do that. We hired someone to take  
19 the tree down the rest of it because they were so tall.

20 Q. I got you.

21 A. Okay.

22 Q. So you asked Dave then his job with regard to  
23 these two evergreens in the backyard was just to take  
24 the branches down?

1 A. Yes.

2 Q. Right?

3 A. Correct.

4 Q. And since the trunk was so big, you didn't  
5 want Dave doing that because this was a big project.  
6 You had a tree company come in to do that.

7 A. Right.

8 Q. Okay. And I am assuming there is countless  
9 branches on both of these evergreens, right?

10 A. Right.

11 Q. Do you know the size of the bigger branches  
12 that came off the tree?

13 A. Probably at least that big.

14 Q. Maybe about four inches from one side to the  
15 other, yes?

16 MR. BARCH: I want to get -- I think we are  
17 just -- I want to make sure that you are giving  
18 estimates when you are or an accurate number. Just  
19 clarify for when you are estimating or not. I don't  
20 want you guessing.

21 BY MR. MAST:

22 Q. Now listen, I know you didn't go out with a  
23 tape measure. What I'm asking is if you can estimate.  
24 If you can't, if it's just a guess, then fine but hold

1 on. Let me ask the question.

2 My question is: If you put your fingers  
3 on both sides of the heavier bigger branches on these  
4 evergreens and you measured one finger to the other --

5 A. Right.

6 Q. -- what is the approximate distance you think  
7 you'd have for the width of those branches, the bigger  
8 ones?

9 A. I would say maybe three inches.

10 Q. Okay. All right. And those would have  
11 been -- the bigger ones would have been at the bottom  
12 or closer to the base of the tree, the thinner ones up  
13 at the top, right?

14 A. Yes.

15 Q. Okay. Now, and, again, if you don't know,  
16 that's fine. I keep saying that because I don't want  
17 you to guess but I am trying to find out what you  
18 know. So my question is: By the time of Paul's  
19 accident, the day of Paul's accident, was that the  
20 first day Dave was beginning work on those two trees?

21 A. It's been awhile and I really can't remember.  
22 I think he did come by the one day to start it and  
23 because there was all these branches piled up, then  
24 Paul came over the next day and helped.

1 Q. Okay. And I think that might have been even  
2 what he said so that sounds accurate.

3 A. Yeah, because he had to go someplace that  
4 day.

5 Q. So Paul to your knowledge -- Strike that.

6 To your knowledge, Dave had worked out  
7 at your house on these two evergreens the day before  
8 Paul's injury cutting some branches down.

9 A. Right.

10 Q. And then Paul came over the next day to help?

11 A. Right.

12 Q. Is that your understanding?

13 A. Yes.

14 Q. Okay. Did Dave ask you if Paul could come  
15 over and help or did he ever go through that with you  
16 or did he just do that on his own?

17 A. He did it on his own.

18 Q. Were you going to pay Paul or not Paul. I  
19 keep getting the names mixed up.

20 Were you going to pay Dave to do this  
21 work for you?

22 A. He came over as a favor of my son to cut the  
23 trees down and for his time I was going to give him  
24 something for gas. He had to come up, you know, from

1 his house and that I was going pay him something.

2 Q. Was it predetermined what you were going to  
3 pay him?

4 A. No. I didn't know. I just figured I'd give  
5 him something.

6 Q. Like 20 bucks or something for gas?

7 A. Money to just --

8 Q. So you were going to pay him, how much, you  
9 don't know and it wasn't going to be a large amount,  
10 fair enough?

11 A. Right. Yes.

12 Q. So the first day that Dave started the work  
13 the day before Paul's accident was cutting some  
14 branches down from the two evergreens?

15 A. Yes.

16 Q. Was he starting on one evergreen first or was  
17 he going to do both kind of in tandem together, if you  
18 know?

19 A. Well, there was a big pile of branches. I  
20 really can't remember if when Paul came in both were  
21 already trimmed up or if he had just done one of the  
22 bigger ones.

23 Q. So the answer is I don't know.

24 A. I don't know.

1 Q. Okay.

2 A. Right. I can't remember.

3 Q. All right. So the next question is: When  
4 Paul came over the next day of this tree work that  
5 Dave was doing, the status of the trees and how far up  
6 one or more of them were cut you don't know; is that  
7 correct?

8 A. Correct.

9 Q. Okay. But by the time Paul got there the day  
10 of his accident, the second day in to doing the work,  
11 some branches Dave had already cut the day earlier?

12 A. I can't remember. I don't know.

13 Q. Were there some branches on the ground  
14 already?

15 A. They were on the ground but as he was cutting  
16 and they were just falling down, okay?

17 Q. Right.

18 A. But I don't remember if he actually had  
19 started to cut up branches himself that very first day  
20 he was there, that it was just one big pile.

21 Q. Okay. And maybe I didn't word it properly  
22 but my question was: By the time Paul arrived at your  
23 house on the day of the accident, there were already  
24 branches that had been cut down from the tree that

1 were on the ground?

2 A. Right.

3 Q. Were they piled up yet or were they all just  
4 scattered on the ground?

5 A. I don't remember.

6 Q. Okay. And you don't know -- I think what you  
7 were saying is you don't know if Dave had already  
8 begun to cut up those branches that had been cut down  
9 from the tree or whether they were still all together  
10 in full lengths, right?

11 A. Yes.

12 Q. Okay. Do you know when Paul arrived at your  
13 house the day of his accident?

14 A. I can't give you a precise time. It was  
15 probably later morning, early afternoon.

16 Q. Other than late morning, early afternoon,  
17 that's as specific as you can give me?

18 A. Right. I can't give you a time exactly.

19 Q. Okay. Late afternoon -- Late morning, early  
20 afternoon seems to be around 12:00 or 1:00. Does that  
21 sound about right?

22 A. Yeah.

23 Q. And did you greet or see Paul when he arrived  
24 first at the house?

1           A.    I saw his truck in front so I knew he was  
2 over.

3           Q.    But how long he had been there when you first  
4 saw the truck you don't know; is that correct?

5           A.    I don't remember, no.

6           Q.    Is that correct then what I just said?

7           A.    Correct. Uh-huh.

8           Q.    Okay. All right. When you saw Paul's truck  
9 out in front, that would have been the 12:00 to 1:00  
10 kind of timeframe?

11          A.    Right.

12          MR. BARCH: Well, I need to object. It's an  
13 approximation. I don't want it to be looked at we are  
14 using that as if that is the time so I object to form  
15 of the question.

16 BY MR. MAST:

17          Q.    I said earlier we are thinking somewhere  
18 around 12:00 to 1:00 generally, fair enough?

19          A.    Yes.

20          Q.    And that's the first time you saw Paul's  
21 truck in your drive, correct?

22          A.    Uh-huh.

23          Q.    Yes?

24          A.    Yes.

1 Q. So whether Paul was there before you saw his  
2 truck or how long you saw his truck, you don't know,  
3 correct?

4 A. No.

5 Q. Is that correct?

6 A. Correct.

7 Q. What Paul was doing by the time you saw his  
8 truck around 12:00 to 1:00 generally out at your  
9 property, you don't know, correct? Is that correct?

10 A. Correct.

11 Q. Okay. You know he was helping Dave but  
12 exactly what Paul's tasks were, do you know?

13 A. No.

14 Q. Did you at any time that day before Paul's  
15 accident observe their work?

16 A. I went out there to give them some water  
17 because it was a hot day but that was it.

18 Q. Did you go out there to give both Paul and  
19 Dave water?

20 A. Yeah. I gave them water.

21 Q. A glass of water?

22 A. Probably a bottle, like this.

23 Q. Okay. And how many times did you do that  
24 before Paul's accident?

1           A.     Maybe once. I don't exactly -- Once. Say  
2     once.

3           Q.     Okay. Okay. And when you went out there,  
4     how long were you out there?

5           A.     Probably a few minutes. I talked to him.  
6     Said hello and --

7           Q.     Were Dave and Paul working at any point while  
8     you were out there giving them water?

9           A.     No. Not that I can remember, no.

10          Q.     Okay. So what Paul's tasks were doing --  
11     Strike that.

12                     What Paul's tasks were during the work  
13     and what Dave's tasks were during the work, you did  
14     not observe; is that correct?

15          A.     Correct.

16          Q.     All right. So now I am going to summarize  
17     this, and you can correct me if I am wrong, but before  
18     Paul's accident, is it fair to say you only went out  
19     of the house and saw what they were -- saw the  
20     progress of the work once; is that correct?

21          A.     Correct.

22          Q.     And that was to deliver water to him for a  
23     couple of minutes you were out there?

24          A.     Correct.

1 Q. And during the time you were out there for a  
2 couple minutes delivering water that one time, you did  
3 not see either of them do any work that you can  
4 recall, correct?

5 A. Correct.

6 Q. Okay. So as far as who was doing what work  
7 before Paul's chain saw accident on your property that  
8 day, you don't know who was doing what, correct?

9 A. No.

10 Q. Is that correct?

11 A. Correct.

12 Q. Okay. When you say no, that's why I have to  
13 ask to make sure you understand my question. Is that  
14 correct?

15 A. Correct.

16 Q. Okay. Do you know if Paul -- at any point  
17 that day of his accident at your house, do you know if  
18 Paul operated that chain saw that they were using to  
19 trim these branches, do you know if he did?

20 A. No.

21 Q. Okay. You know that Dave was using the chain  
22 saw, correct?

23 A. Yes.

24 Q. Okay. Other than the chain saw -- Well,

1 strike that.

2 The chain saw Dave was using to cut the  
3 branches up at your house the day of Paul's accident,  
4 was that the chain saw that was your chain saw?

5 A. Yes.

6 Q. Do you know if Paul had his own -- Strike  
7 that.

8 Do you know if Dave had his own chain  
9 saw?

10 A. Not with him.

11 Q. He had his own but it was at home, right?

12 A. Yes.

13 Q. Okay. Instead of him bringing his chain saw,  
14 he used yours, right?

15 A. Yes.

16 Q. Is there a reason he decided to use yours as  
17 opposed to bringing his own?

18 A. Ours was new.

19 Q. Is yours the one that's sitting here on the  
20 table today?

21 A. Yes.

22 Q. Okay. At the time of Paul's accident at your  
23 house with the chain saw, did you own more than one  
24 chain saw?

1           A.    We have an electric one in the basement but  
2 we didn't use it.

3           Q.    Okay.  So at the time of Paul's accident --

4           A.    Yes.  I'm sorry.

5           Q.    Once I start I am assuming you are done.  
6 Okay.  At the time of Paul's accident, you owned and  
7 had available to use an electric chain saw and a gas  
8 chain saw, correct?

9           A.    Yes.

10          Q.    The electric chain saw was in the basement  
11 and was not being used for any of the work that Dave  
12 and Paul were doing, correct?

13          A.    Yes.

14          Q.    All right.  Why was that not being used?

15          A.    It wasn't big enough and the chain on it was  
16 dull.

17          Q.    Okay.  So Dave chose to use the gas one at  
18 your house, correct?

19          A.    Yes.

20          Q.    That was by his choice.  You didn't make him,  
21 did you?

22          A.    No.  I didn't make him.  Yeah.  I know you  
23 don't want me to elaborate.  No.  He chose to use that  
24 one.  It was new and it had never been used and the

1 blade was sharp.

2 Q. And, again, it's not that I don't want you to  
3 elaborate. I want you to elaborate if you think it's  
4 necessary. All I am saying is if you are not  
5 answering the question, then I need to ask the  
6 question again, okay? Okay. You can say whatever you  
7 want to say, okay?

8 A. Okay.

9 Q. So the chain saw we have today here on the  
10 table is the gas chain saw that Dave was using to cut  
11 up the branches when Paul was injured, correct?

12 A. Yes.

13 Q. Okay. And this was the only gas saw you had  
14 present and available and that you owned on your  
15 property at the time of Paul's injury, correct?

16 A. Yes.

17 Q. Had Dave ever used this particular chain saw  
18 before the day of Paul's accident?

19 A. I can't remember if he actually did use it to  
20 cut up the apple tree or not. I don't remember.

21 Q. When you say it was new, you mean it was --  
22 Wait. I just started my question.

23 When you say this chain saw was new as  
24 of the day of Paul's accident, are you saying it had

1 never been used or you don't know if it had been used?

2 A. I don't remember. All I know is it was new  
3 and we bought it in that year.

4 Q. You bought it in 2011?

5 A. Yes.

6 Q. Where did you buy it from?

7 A. It's on the manual inside the date where it  
8 was purchased at and everything.

9 Q. I am asking you.

10 A. I don't remember but it's written on the  
11 manual so if you want that information, I don't know.

12 Q. Listen, I can get it anyway. I am asking  
13 you. If you don't know, you can just say.

14 A. I don't remember. It was just in 2011 we  
15 purchased it.

16 Q. All right. And why did you purchase it?

17 A. Because we had trees that we knew needed to  
18 be cut down.

19 Q. Okay. Did you purchase it, however, though,  
20 for you or your husband to use or for somebody else to  
21 use that might have to use on your property?

22 A. I guess we purchased to have a chain saw that  
23 worked well and was new and had a sharp blade and I  
24 didn't particularly buy it for, you know what I mean,

1 say, oh, I am buying a new chain saw here. We bought  
2 it because we needed a chain saw.

3 Q. This is my question: I'm sorry if you think  
4 my questions are funny but my question is this: Did  
5 you purchase it expecting that you or your husband was  
6 going to use it or that somebody else other than you  
7 and your husband were going to use it?

8 A. Someone else.

9 Q. Okay. Not necessarily Dave but somebody else  
10 other than you and your husband?

11 A. Right.

12 Q. Okay. And whether this chain saw, this gas  
13 chain saw, that you purchased new in 2011 had been  
14 used prior to cutting these two evergreens down in  
15 June, 2011 you are not sure, correct?

16 A. I don't remember, no.

17 Q. Okay. If it had been used prior to the two  
18 evergreens, that job in June of 2011, it had only been  
19 used once before and that might have been the apple  
20 tree job, correct?

21 A. Yes.

22 Q. Okay. Where these evergreens were and where  
23 Dave and Paul were working, that would have been in  
24 the backyard of your house?

1 A. Yes.

2 Q. If you -- What were you doing that day? I am  
3 sure you were in the house, correct?

4 A. Right.

5 Q. You weren't working outside, were you?

6 A. I was outside for awhile playing with his dog  
7 in the backyard but, I mean, I didn't stay out there  
8 for any length of time and I was in the house most of  
9 the time.

10 Q. Okay. So other than delivering water to Paul  
11 and Dave before Paul's accident and maybe being out of  
12 the house to run around with the dog for a few  
13 minutes, everything else, all of your other activities  
14 would have been inside the house that day, correct?

15 A. Yes. Yes.

16 Q. Okay. And if you ran the dog outside for a  
17 few minutes, do you recall doing that before Paul's  
18 injury or not?

19 A. Yeah.

20 Q. Do you know how long? It was just a few  
21 minutes?

22 A. Yeah. Probably. I mean, just throw a ball  
23 around and get a bone.

24 Q. And would that have been near where Dave and

1 Paul were working?

2 A. Yeah. I mean, my yard is not that big. Yes.  
3 It's near.

4 Q. Okay. Do you recall having any observations  
5 of what they were doing at the time you were outside  
6 playing with the dog?

7 A. No. I don't remember. No. I would say no.

8 Q. Okay. Was that after you saw Paul's truck in  
9 the drive that you said you first noticed Paul would  
10 have been over by that time around 12:00 or 1:00,  
11 somewhere around there?

12 A. Yes. It was after I was out there with the  
13 dog.

14 Q. Okay. Do you know about what time -- How did  
15 you first learn Paul was injured?

16 A. They came running in the house. He was  
17 bleeding and I gave him a clean towel to wrap around  
18 his arm and David drove him to the hospital in Paul's  
19 truck.

20 Q. Okay.

21 A. It was fast. I mean, they didn't waste any  
22 time getting to the hospital.

23 Q. Okay. We are going to go through all that  
24 step by step. About what time was that that Paul ran

1 in the house?

2 A. I don't remember. It was maybe an hour,  
3 maybe it was 2:00. I don't know, an hour later.

4 Q. An hour later meaning -- hold on -- an hour  
5 after you first saw Paul's truck was in the drive  
6 around 12:00 or 1:00 or approximately sometime around  
7 there?

8 A. Right. They were working.

9 Q. So I am trying to get the chronology of this  
10 and I understand it's not exact, I get that, but you  
11 are saying again very generally 12:00 or 1:00 was when  
12 you saw Paul's truck in the drive. An hour from  
13 whenever that was later was approximately when Paul  
14 ran in the house and said he was injured?

15 A. Right.

16 Q. And he was bleeding from what arm, if you  
17 know?

18 A. I don't remember. I think it was his right  
19 arm.

20 Q. Okay. You are not positive or are you sure  
21 about that?

22 A. I am not positive.

23 Q. Okay. Hold on a minute. All right. So  
24 during that approximate hour time that you knew Paul

1 and Dave were working on those -- on the trees, you  
2 had been out there just a couple minutes outside  
3 running with the dog and then delivering water during  
4 that one hour time?

5 A. Yes.

6 Q. Okay. Were you doing anything in particular  
7 inside the house?

8 A. What I usually do every day.

9 Q. What's that?

10 A. Dishes, wash clothes, clean up, whatever. I  
11 don't remember, you know, but working inside the house,  
12 yeah.

13 Q. Okay. What was your husband doing?

14 A. Probably watching television.

15 Q. Okay. Do you remember what day of the week  
16 this was?

17 A. I think it was during the week.

18 Q. And I didn't ask you this before but are you  
19 retired?

20 A. I am.

21 Q. Okay. Is your husband retired as well?

22 A. Uh-huh.

23 Q. Yes?

24 A. Yes.

1 Q. Okay. What kind of work did you do before  
2 you retired?

3 A. I worked at Intermatic.

4 Q. What is that?

5 A. It was in Spring Grove. I worked in  
6 production.

7 Q. What kind of company is that?

8 A. They made lighting sets, timers.

9 Q. Is that like factory type work?

10 A. It was factory, yeah.

11 Q. Okay. And what was your husband's kind of  
12 job he did before he retired?

13 A. He was a carpenter.

14 Q. Okay. I didn't even ask this. William, how  
15 old is William?

16 A. He was born in 1953. He will be 60 this  
17 year.

18 Q. Okay. Is he in good health?

19 A. Huh?

20 Q. Is he in good health?

21 A. He is on Social Security disability.

22 Q. For what kind of disability?

23 A. For he got injured at work.

24 Q. What?

1 A. His back.

2 Q. Okay. So he is not able to be real active?

3 A. No. He can't lift up heavy things.

4 Q. That's what I am trying to understand.

5 A. Yeah.

6 Q. Okay. Are you healthy?

7 A. Yeah. I am all right. I am living. That's  
8 about it.

9 Q. Do you have any disabilities?

10 A. No. I am not -- I am on Social Security  
11 but -- Okay. No. I am not.

12 Q. All right. Let me just ask the question. Do  
13 you have any physical disabilities whatsoever?

14 A. I am okay.

15 Q. Okay. All right. The work that you were  
16 doing in the house, if you wanted to, would you have  
17 been able to just look out the window and see the work  
18 that Paul and Dave were doing or were they doing it at  
19 a spot where you really couldn't see them?

20 A. I couldn't see them.

21 Q. So even in the house had you looked out a  
22 certain part of the house, you wouldn't have been able  
23 to visualize them outside working; is that correct?

24 A. Correct.

1 Q. Okay. So in order to see what they are  
2 doing, you'd have to go outside and take a look?

3 A. Yes.

4 Q. Right?

5 A. Yes.

6 Q. And you didn't do that except for when you  
7 went to deliver water. That's the only time you went  
8 outside in the area where they were working, correct?

9 A. Right and played with the dog twice. That  
10 was it.

11 Q. Right but playing with the dog you weren't  
12 even paying attention to what you were doing, correct?

13 A. Yeah. I was paying attention to the dog.  
14 No, I wasn't.

15 Q. Is that correct?

16 A. Yes. That's correct.

17 Q. So the only time you would have been in the  
18 area to observe what they were doing is when you  
19 delivered the water?

20 A. Right.

21 Q. And that's the time you remember telling me  
22 you don't remember seeing what they were doing; is  
23 that correct?

24 A. No. I don't remember.

1 Q. Is that correct?

2 A. Correct. Correct.

3 Q. All right. Did your husband ever go outside  
4 while Dave and Paul were working?

5 A. I don't remember.

6 Q. Okay.

7 A. I don't remember.

8 Q. Did you ever talk to your husband about the  
9 incident with Paul?

10 A. You mean about this whole thing?

11 Q. Yes.

12 A. Yes.

13 Q. Well, not --

14 A. Oh.

15 Q. Hold on. Not about what happened as a result  
16 of the incident, meaning the lawsuit and things like  
17 that. I am asking about did you ever talk to your  
18 husband about how the incident may have occurred?

19 A. I probably -- Well, I wasn't there to see it  
20 so I couldn't really tell him how I thought it  
21 happened.

22 Q. Well, did you ask him if he saw it or --

23 A. He didn't see nothing, no.

24 Q. Okay. All right. When Paul came in, ran in

1 the house as you described from being injured --

2 A. Right.

3 Q. -- you offered him to wrap his arm?

4 A. Yes.

5 Q. And then so how long was he in the house  
6 physically or did he just run in and run out with  
7 Dave?

8 A. I have to say it might have been a minute. I  
9 ran immediately, got a clean towel, put it on his arm  
10 and they went to hospital.

11 Q. Did you visualize the injury? Did you see  
12 it?

13 A. I could see the cut.

14 Q. That's what I am asking.

15 A. Yes. I could see the cut.

16 Q. How long was the cut?

17 A. Probably like this I would think.

18 Q. About six inches or so?

19 A. Yeah. He -- probably like that on the  
20 forearm.

21 Q. Approximately six?

22 A. Yeah. Maybe on his forearm.

23 Q. And did you do anything to determine how deep  
24 the cut was?

1 A. No. I got a towel and no, I didn't.

2 Q. Okay. All right. So although you know it's  
3 about six inches long, you don't know how deep it was;  
4 is that correct?

5 A. No. I don't know.

6 Q. Is that correct?

7 A. Correct.

8 Q. After wrapping it, and this is all within a  
9 minute, Paul runs out with Dave and Dave takes him to  
10 the hospital?

11 A. Correct.

12 Q. What hospital?

13 A. McHenry.

14 Q. NIMC?

15 A. Yes. NIMC.

16 Q. Do you know how long they were at the  
17 hospital?

18 A. Well, I called -- I don't know. I don't  
19 know. I called the hospital to see.

20 Q. What?

21 A. I called probably after they got there. What  
22 does it take, 15 minutes to get there. Maybe a half  
23 hour or something I called after.

24 Q. Just to find out the status?

1 A. Yeah. See how he was doing.

2 Q. Did you learn anything?

3 A. Yes.

4 Q. What did they tell you?

5 A. In the emergency room they told me that as  
6 far as they could -- their knowledge, he didn't have  
7 any damage done other than a superficial wound that  
8 they would clean up and stitch up and give him  
9 medication, you know, for pain and antibiotics for  
10 infection.

11 Q. That's what the nurse people told you, the  
12 people attending in the ER?

13 A. Uh-huh.

14 Q. Yes?

15 A. Yes.

16 Q. Okay. And then did you -- Did Dave or Paul  
17 have a cell phone with them when they went to the  
18 hospital?

19 A. I can't recollect for sure.

20 Q. Does Dave have a cell phone?

21 A. Yes, he does.

22 Q. Did he have it at the time?

23 A. I don't remember.

24 Q. Okay. Did either of them -- Well, strike

1 that.

2 After Dave and Paul went to the hospital  
3 right after the accident occurred, did you hear from  
4 either of them while they were at the hospital?

5 A. No. When they came back, no.

6 Q. Okay. It wasn't until they came back from  
7 the hospital?

8 A. To my house.

9 Q. Was that Dave or both Dave and Paul?

10 A. Both Dave and Paul were at my house  
11 afterwards.

12 Q. Do you know how long that was after the time  
13 they left to go to the hospital that they arrived back  
14 at your house?

15 A. The length of time he was gone I am not quite  
16 sure.

17 Q. What did you say?

18 A. I am not quite sure. Maybe an hour and a  
19 half or something I mean by the time they did their job  
20 and --

21 Q. Okay. All right. So it's your understanding  
22 that Paul was injured, he runs into the house. Does  
23 Dave run into the house, too?

24 A. He is right behind him.

1 Q. So they both run into the house, right? Yes?  
2 Yes?

3 A. Yes.

4 Q. You wrap the arm, then they run back out.  
5 They go to the hospital. They are at the hospital  
6 approximately, and I know you didn't time it, but  
7 approximately an hour and a half at the ER?

8 A. Uh-huh.

9 Q. And they come back to your house, correct?

10 A. Correct. Yes.

11 Q. And then Paul and Dave come into the house  
12 again?

13 A. Yeah.

14 Q. Okay. And do you sit down and talk to him or  
15 what happens?

16 A. Well, Paul needed medication to have refilled  
17 and he didn't have any insurance and didn't have any  
18 money on him so I gave him \$50 to go get the  
19 prescriptions refilled.

20 Q. Okay.

21 A. Not knowing how much they would cost but you  
22 know.

23 Q. So as I understand it, Paul comes back to  
24 your house from the ER and says, hey, I need to refill

1 this prescription for pain medication and don't have  
2 any money and you give him \$50?

3 A. Yes.

4 Q. Okay. So he asked -- Did he ask -- Hold on.  
5 Did he -- It looks like you want to talk. Did he ask  
6 you for the \$50 or did you just offer it to him?

7 A. I offered it to him. He didn't ask.

8 Q. How long was Paul in the house when he  
9 returned from the ER until he left to get the  
10 prescription filled?

11 A. They weren't there maybe a few minutes and  
12 they went to the drug store.

13 Q. So Dave then took Paul in Paul's truck and  
14 went to the drug store to fill the prescription?

15 A. Uh-huh.

16 Q. And then when Dave returned, did he return  
17 alone or with Paul again?

18 A. I believe he took Paul home.

19 Q. Right.

20 A. And he could walk from Paul's house.

21 Q. Right. So it's your belief that Dave would  
22 have walked from Paul's house back to home and that's  
23 when he arrived home then?

24 A. Right.

1 Q. Was that within the hour?

2 A. I don't know how long he was at Paul's house  
3 once he --

4 Q. Okay. But after Dave and Paul left in Paul's  
5 truck to go fill the prescription, Dave then returned  
6 next alone to the house, right?

7 A. Back to my house.

8 Q. Yes.

9 A. Yes, because he --

10 Q. So it was your feeling that he probably  
11 dropped Paul after and left the truck at Paul's house?

12 A. Yeah. It was his truck. Paul's truck.

13 Q. I understand.

14 A. Okay.

15 Q. All right. Okay. Now, let's go back a  
16 little bit and let me ask a couple follow-up  
17 questions. When Paul ran into the house after the  
18 accident, okay --

19 A. Uh-huh.

20 Q. -- with the injury, did he say anything about  
21 how it happened?

22 A. There wasn't time. No.

23 Q. I understand there might not be time. I am  
24 just asking if. If they didn't you can just say they

1 didn't.

2 A. No.

3 Q. Let me ask the question again because you  
4 didn't answer it directly. When Paul arrived into the  
5 house --

6 MR. BARCH: I know you are frustrated with the  
7 way she answers questions but I think she is trying  
8 her best.

9 MR. MAST: There is no question she is trying her  
10 best.

11 BY MR. MAST:

12 Q. I'm not saying you are not trying your best.

13 A. I'm sorry. I know.

14 Q. You are doing fine actually. It's just  
15 actually when you do answer it kind of indirectly, I  
16 need to go back and I'm telling you why I need to go  
17 back. You are doing fine. There is no problem with  
18 what you are doing. I just need you to understand why  
19 I am asking the question again.

20 So when Paul runs in the house after  
21 being injured for the first time, I think you said  
22 Dave followed, right?

23 A. Uh-huh.

24 Q. Yes?

1 A. Yes.

2 Q. You saw the injury, you wrapped it and then  
3 they left immediately to go to the hospital, right?

4 A. Yes.

5 Q. During the time after the accident before  
6 they left to go to the hospital, did Paul say anything  
7 about how the accident occurred?

8 A. No.

9 Q. Did Dave say anything how the accident  
10 occurred?

11 A. No.

12 Q. So by the time Paul and Dave left to the  
13 hospital to the emergency room to treat Paul's injury,  
14 you did not know how it happened other than you  
15 assumed I am assuming you felt it was probably due to  
16 the chain saw, right?

17 A. Yes.

18 Q. But you didn't know that?

19 A. No.

20 Q. And they never -- either of them never told  
21 you how it happened, correct? Is that correct?

22 A. Correct.

23 Q. Okay. So they are at the hospital. You  
24 don't talk to them now until they arrive back at your

1 house after the ER, right?

2 A. Correct.

3 Q. And they are only there for a couple of  
4 minutes until they go fill the prescription for pain  
5 medication, right?

6 A. Right.

7 Q. And while they are there for a couple of  
8 minutes at your house before filling the pain  
9 prescription, does Dave or Paul tell you anything more  
10 about how the accident occurred?

11 A. No.

12 Q. Okay. I am assuming you put the dots  
13 together and you felt it was because of the chain saw  
14 but nobody told you that, fair enough?

15 A. Correct. Right.

16 Q. Is that correct?

17 A. Yes.

18 Q. Okay. So by the time Dave now returns home  
19 alone after dropping Paul off, you have not yet heard  
20 from Dave or Paul at that point how the accident  
21 occurred; is that correct?

22 A. Well, Dave would have had to come back to my  
23 house.

24 Q. That's where I am starting this question. By

1 the time he returns to your house, by that time you  
2 still have not talked to either of them about how it  
3 happened, correct?

4 A. No.

5 Q. Is that correct?

6 A. Correct.

7 Q. Okay. So Dave returns to your house alone  
8 and we are probably talking now, what, in the evening  
9 hours?

10 A. Yeah. Early evening.

11 Q. Maybe 4:00 to 5:00, somewhere in that general  
12 area?

13 A. Right. Yes.

14 Q. Okay. 4:00 to 5:00 p.m., Dave arrives home  
15 approximately and is there a conversation about what  
16 happened?

17 A. I can't remember.

18 Q. Okay. Any time the rest of that day does  
19 Dave make any statement about what happened?

20 A. Can I say something?

21 Q. Sure. If you want to.

22 A. In the aspect of all this thing happening so  
23 fast, coming into the house, literally wrapping his arm  
24 and rushing him to the hospital because he was really

1 concerned, when they came back to the house, they were  
2 only there a few minutes also. I gave them the money.  
3 When David came back obviously he drove Paul home  
4 because it was his truck, he came back to my house  
5 because that's where his car was, he was all upset and  
6 everything. I don't remember that anything really was  
7 said, you know, that Paul -- you know, little bit about  
8 Paul, you know, as far as not how the accident  
9 happened, how he was doing, you know, and that they got  
10 the prescriptions and then he went home but he didn't  
11 ever at that point at that time on that day, so.

12 Q. All you are saying then in summary is Dave  
13 never mentioned how the accident happened?

14 A. Not on that day.

15 Q. Hold on. You got to let me finish my  
16 question -- my statement. All you are saying is on  
17 the day of Paul's accident at no time did you hear  
18 from Dave or Paul for that matter how the accident  
19 occurred?

20 A. No.

21 Q. Is that correct?

22 A. Correct.

23 Q. Okay. So even when Dave arrived back from  
24 dropping Paul off, he stayed, what, for a few minutes?

1           A.    Yeah.  He didn't stay long.  I can't really  
2 remember, you know, but he probably did stay, you know.

3           Q.    Stayed for awhile?

4           A.    For a bit, yeah.

5           Q.    Did he ever go back and finish the work up?

6           A.    No.  He went home.

7           Q.    So by the time Dave left for now home the day  
8 of Paul's accident, he still never told you what his  
9 version of the accident was; is that correct?

10          A.    No.

11          Q.    Is that correct?

12          A.    Correct.

13          Q.    Did you see Dave the following day?

14          A.    I can't remember but he must have come back  
15 because the branches.  You know, this is a year and a  
16 half ago, no.

17          Q.    Listen, Carolyn, you don't have to tell me  
18 why.  I have been doing this long enough.  I know that  
19 memories aren't the best sometimes so you don't need  
20 to tell me why.  My job, though, is to find out what  
21 you know.

22          A.    No, I don't.

23          Q.    So I have to go through this with you, okay?  
24 So let's just get through this.  You are doing the

1 best you can. Let's just keep going.

2 Did you ever at any time after Paul's  
3 accident at your house ever talk to Dave about how it  
4 happened?

5 A. Yes. He did tell me.

6 Q. Okay. How many times have you talked to Dave  
7 where you heard Dave's version of it? Just once or  
8 more than once?

9 A. Maybe more than once.

10 Q. How many times?

11 A. I don't know. Twice.

12 Q. Okay. When was the first time after the  
13 accident that you spoke to Dave about how it happened?  
14 The next day, days later, how soon after the accident?

15 A. I don't remember.

16 Q. Do you know if it was within days of the  
17 accident?

18 A. No. I don't remember.

19 Q. Okay. Was it within at least a month after  
20 the accident?

21 A. Yeah. Probably.

22 Q. Okay. And was it at your house?

23 A. Or was it on the phone. I don't remember if  
24 it was.

1 Q. So it was either in person or on the phone?

2 A. Right.

3 Q. Okay. Do you know if anybody else was a  
4 party to that conversation meaning overheard that  
5 conversation?

6 A. No. Just me.

7 Q. So Dave would have either called you or he  
8 would have been at your house and he would have told  
9 you this, right?

10 A. Right. Correct.

11 Q. Okay. What did he tell you?

12 A. What happened. That he was out there with  
13 Paul, that Paul was helping him. David was using the  
14 chain saw and Paul was holding the branches and they  
15 had been cutting out there for awhile branches and  
16 everything seemed to be okay and then the one branch  
17 that when the accident happened that Paul was holding,  
18 Paul had repositioned his hand at the split second and  
19 moved his hand up on the branch because I guess it was  
20 flexing and he just instantly and then David was in the  
21 position, it only takes a second and that's how he  
22 ended up injuring his arm because Paul had moved his  
23 hand out of the position.

24 Q. So Dave blamed Paul for the accident then?

1           A.     If he didn't move his hand -- They had been  
2 cutting for an hour and everything was going fine until  
3 this one incident happened, yeah.

4           Q.     So the reason for the accident then according  
5 to Dave was because Paul was moving his hand and he  
6 didn't know he was moving his hand and he cut the hand  
7 or the arm with the chain saw, correct?

8           A.     Right. Right.

9           Q.     And, again, and if you don't know, that's  
10 fine but you don't know how long after the incident  
11 occurred that Dave first told you this, do you?

12          A.     Well, it wasn't that day because he was all  
13 upset.

14          Q.     I am just asking how long, if you know.

15          A.     I don't know. Maybe a couple weeks. I don't  
16 know or next week, the week after.

17          Q.     Okay. And you said maybe a couple times Dave  
18 had told you this, correct?

19          A.     Uh-huh.

20          Q.     Yes?

21          A.     Yes.

22          Q.     When was the next time?

23          A.     Well, I don't know. He probably told -- I  
24 don't know. Maybe before -- Well, I think it was

1 probably before he got the letter from you in December,  
2 you know. Up to that point, you know, he just thought  
3 that things would not end up this way not knowing, you  
4 know, and then when he found out the way he knew it  
5 happened and he told me and he knew what Paul had said  
6 the way it happened, he was kind of upset.

7 Q. Okay. But my question was: When is the next  
8 time you spoke to him? Hold on. You got to let me --

9 A. I am thinking.

10 Q. My question is: When is the next time after  
11 this first time of one or two weeks after the accident  
12 when is the next time you heard Dave express his  
13 version of the accident?

14 A. Probably a couple months went by.

15 Q. Okay. And that was after he heard Paul's  
16 version of the incident or not?

17 A. I think so. Yeah.

18 Q. And Dave got mad after he heard Paul's  
19 version of the incident?

20 A. He was kind of upset.

21 Q. Did he tell you why he was upset?

22 A. For what's written -- because he figured if  
23 Paul hadn't moved his arm forward to reposition on the  
24 branch David would have never cut him.

1 Q. Is that what Dave said to you?

2 A. Uh-huh.

3 Q. Yes?

4 A. Yes.

5 Q. See, this is what I am trying to find out. I  
6 am trying to find out everything that Dave said  
7 describing the incident and his feelings versus Paul's  
8 version of the incident. That's what I am trying to  
9 find out.

10 A. Right.

11 Q. I don't want to know your version. I want to  
12 know what Dave said.

13 A. No.

14 Q. So Dave told you he is upset because he heard  
15 of Paul's version which is different from his version  
16 of the incident, correct?

17 A. Uh-huh.

18 Q. Is that correct?

19 A. Yes.

20 Q. Anything else that Dave discussed with you  
21 regarding how the incident occurred or his feelings  
22 regarding how Paul described the incident?

23 A. No. I mean, no. He just -- What he had said  
24 what his version was and knowing what Paul had said.

1 Q. Do you know what Paul's version is? Do you?

2 A. Well, I don't know if I put my foot in my  
3 mouth now because --

4 MR. BARCH: I think he is asking you what you  
5 have heard about Paul's version.

6 THE WITNESS: The version that I know is that  
7 Paul is saying that he was holding the branch and  
8 threw it down on the ground, that David had revved up  
9 the chain saw and came towards him to cut the branch  
10 that he didn't even have. He had already thrown the  
11 branch down on the ground. What would that make it  
12 seem like, David didn't even see his arm was there and  
13 that the branch --

14 BY MR. MAST:

15 Q. Carolyn, I don't want to get into an argument  
16 about what happened, okay. That's not my purpose  
17 here. What I am trying to find out is who told you  
18 what, when and how. Okay. That's what I am trying to  
19 find out. What you think makes sense or what I think  
20 makes sense is not the topic today, okay.

21 The version that you just described,  
22 whose version is that?

23 A. That's what Paul had said in his -- one of  
24 his -- Paul had said.

1 Q. In what? When did he tell you?

2 A. No. To your -- you, to the lawyer or in some  
3 kind of --

4 Q. How do you know that?

5 A. Because my lawyer told me.

6 Q. Okay. All right. Sorry.

7 MR. BARCH: Here's the thing, let me just say  
8 this, Carolyn, if he is asking you questions which  
9 require you to relate what I have told you --

10 THE WITNESS: Yes.

11 MR. BARCH: -- don't give that information. He  
12 is asking you about other people. Not about what you  
13 and I have talked about.

14 BY MR. MAST:

15 Q. All right. So let's go back. Okay. What I  
16 want to try to find out is this: I want to know  
17 everything Dave told you and everything Paul told you  
18 and everything anybody else might have told you other  
19 than your attorneys, okay? That's what I am trying to  
20 find out, three things. We have gone pretty far with  
21 regard to Dave so I am going to follow that up by  
22 saying: Have you told me everything that Dave has  
23 told you concerning the accident or Paul's injuries?

24 A. Yes.

1 Q. Is there anything else you want to add to  
2 that other than what you have already told me?

3 A. No.

4 Q. Regarding Dave now. Is that it?

5 A. Yes.

6 Q. Okay. So Dave has never told you more about  
7 what he thinks as far as Paul's injuries, nothing  
8 more? You have never told me anything about that.

9 A. You mean if David knew the extent of Paul's  
10 injuries?

11 Q. Yes. Has he discussed that with you at all?

12 A. He only knew, too, the day of when it  
13 happened what I had told him what I learned from the --

14 Q. ER?

15 A. -- from the hospital, from the ER.

16 Q. That's all Dave knows?

17 A. That's all he knew until all this started to  
18 unroll, right.

19 Q. Right. So you have told me now everything  
20 that Dave has ever told you regarding the incident and  
21 how it occurred and medically how Paul was injured  
22 from it, correct?

23 A. Yes.

24 Q. Okay. And there are only two times that Dave

1 really discussed the specifics of how it happened and  
2 both times he told you that Paul was shifting his  
3 hands when he was lifting this chain saw up and caught  
4 Paul on the arm, correct?

5 A. Correct.

6 Q. Okay. Dave never accepted responsibility for  
7 this accident then in your view, correct? He did not  
8 believe he was responsible for it; is that correct?

9 A. Correct.

10 Q. Okay. And he never accepted responsibility  
11 for it to you as far as you knew, correct?

12 A. Correct.

13 Q. Okay. How many times now have you talked to  
14 Paul about the incident after his accident?

15 A. I have never talked to Paul. The only time I  
16 talked to Paul was after it happened a few days and I  
17 went by to see how he was feeling and when he was going  
18 to get his stitches out and I maybe talked to him on  
19 the phone maybe once.

20 Q. All right. Well, see, this is my confusion.  
21 I asked you how many times you talked to Paul since  
22 the accident about this and you said I never had and  
23 you mentioned two times.

24 A. Well --

1 Q. Stop. Stop. So we got to go through those,  
2 okay? So it's your testimony that you only spoke to  
3 Paul twice after this accident?

4 A. Yes. Twice.

5 Q. Right?

6 A. Right.

7 Q. Not any other times than two times, right?

8 A. Just twice.

9 Q. Okay. Before the accident, let's say a year  
10 before the accident, how many times did you talk to  
11 Paul?

12 A. I don't know. A few times.

13 Q. Okay. So talking to him twice after the  
14 accident, is that within a year of the accident, after  
15 the accident?

16 A. The time span which I did talk to him was  
17 probably when it happened into the late part of the  
18 year. Well, no. It was probably when I first talked  
19 to him --

20 Q. You are not listening to the question.

21 A. I know. I am going off the edge again.

22 MR. BARCH: He is talking about a different  
23 timeframe than you are.  
24

1 BY MR. MAST:

2 Q. From the day of Paul's accident during the  
3 time that you talked to him these two occasions about  
4 the accident, how much time elapsed? Just --

5 A. A couple weeks only.

6 Q. Okay. So the two times -- the two times you  
7 talked to Paul about his accident with the chain saw  
8 was within a couple of weeks of his accident, yes?

9 A. Right. Correct.

10 Q. And that would have been sometime still in  
11 July of 2011, right?

12 A. Uh-huh.

13 Q. Yes?

14 A. Yes.

15 Q. And you have not talked to Paul since July,  
16 2011 until today, correct?

17 A. I did in September.

18 Q. So there is another time?

19 A. He came by my house.

20 Q. September of what?

21 A. 2011, that year.

22 Q. So there is three times you talked to Paul?

23 A. Uh-huh.

24 Q. Yes?

1 A. Yes.

2 Q. So since September of 2011, have you talked  
3 to Paul until today?

4 A. No.

5 Q. From the time of Paul's accident until today  
6 you have talked to him only three times?

7 A. Correct. Yes.

8 Q. Have they all been in person?

9 A. Two are in person.

10 Q. One was on the phone?

11 A. One was on the phone that I remember.

12 Q. Okay. All right. So let's start with the  
13 first time you talked to Paul after his accident about  
14 the incident, okay?

15 A. Uh-huh.

16 Q. You say that was a couple weeks later?

17 A. It was probably -- It's before he had  
18 stitches out even so it was within a week.

19 Q. Okay.

20 A. When I had seen him in person.

21 Q. And was it at your house or where?

22 A. At his house.

23 Q. You visited him?

24 A. Uh-huh.

1 Q. Yes?

2 A. Yes.

3 Q. And how long were you at his house?

4 A. I don't know.

5 Q. Couple minutes?

6 A. Maybe. I don't know. I was visiting maybe  
7 an hour.

8 Q. Okay. And how much time did you spend of  
9 that hour talking about the incident?

10 A. I only asked him how he was doing.

11 Q. Okay. And what did he say?

12 A. He says that he seems he is doing okay but of  
13 course it hurts and I says, well, I can understand  
14 that, you know, and that was about it. He didn't go on  
15 and elaborate anything.

16 Q. Okay. At any time during that first visit  
17 with him, within a week of the incident, was it ever  
18 discussed how the accident occurred?

19 A. No.

20 Q. Okay. And other than him saying, okay, it  
21 still hurts, did you ever talk more about his injury?

22 A. No. Other than that one time I called him on  
23 the phone.

24 Q. No. No. I am just talking about --

1 A. No. No.

2 Q. You met with him --

3 A. No.

4 Q. When you met with him a week after the  
5 accident and visited for about an hour at his house,  
6 the only thing you talked about regarding his injury  
7 was, okay, it still hurts. That's all he said?

8 A. Right. Correct.

9 Q. So the rest of that visit was unrelated to  
10 this incident or his injury, correct?

11 A. Correct.

12 Q. It was just being friendly talk?

13 A. Uh-huh.

14 Q. Yes?

15 A. Yes.

16 Q. Okay. Who was present during that visit?

17 A. His mother.

18 Q. Was she -- Was she able to hear the words  
19 that were exchanged between you two?

20 A. She was sitting right next to me.

21 Q. Okay. Anybody else present?

22 A. I don't remember. I think she was just home.

23 Q. Did Paul ever suggest at any time since his  
24 accident that he was wanting you or Dave or anybody to

1 say something in order so that he can get a lot of  
2 money in the case? Did he ever say anything like that  
3 to you?

4 A. To me, no.

5 Q. Did he say it to somebody else?

6 A. You mean so he could -- Well, you can say  
7 it's hearsay again. How can I prove it? Paul had said  
8 something to David.

9 Q. And Dave told you that?

10 A. David told me that.

11 Q. So I understand that. I know that already  
12 but you didn't hear Paul say that. You heard Dave  
13 tell you that he said that?

14 A. Right.

15 Q. You knew they were -- Hold on. You are  
16 not -- you did not -- Let me say the question again.  
17 You have not heard Paul at any time say anything like  
18 that, correct?

19 A. Correct.

20 Q. You have not heard Paul ever say since his  
21 accident that he wanted to try and make money, he  
22 wanted to try to stay off of work, he wanted to try to  
23 get people to help him get the money or anything like  
24 that? You never heard any of those conversations from

1 Paul, have you?

2 A. No.

3 Q. Okay. You heard them indirectly from Dave to  
4 you, correct?

5 A. Right.

6 Q. Okay. So you are not a witness to what  
7 anything Paul said regarding those issues of trying to  
8 make money or trying to not have to work the rest of  
9 his life or any of those kind of things, you never  
10 heard any of those things from Paul, did you?

11 A. No.

12 Q. Okay. And the only person you have heard  
13 that from is from Dave, correct?

14 A. Right.

15 Q. All right. Wherein Dave said, hey, Paul told  
16 me he wants me to say this to try to get him more  
17 money, something like that?

18 A. Uh-huh.

19 Q. Right?

20 A. Right.

21 Q. Did you ever report that to anybody that Paul  
22 said that?

23 A. I don't know if I mentioned it to Ron or not.

24 Q. Your attorney?

1 A. Yeah. My attorney.

2 Q. Okay. Did you ever mention it to anybody  
3 else?

4 A. Well, if I mentioned it to my husband, he  
5 probably won't remember anything.

6 Q. Okay. Anybody else?

7 A. No.

8 Q. Okay. All right. So far we talked about  
9 that one visit, the first visit, with Paul after the  
10 accident about a week later, you had an hour over at  
11 his house and there wasn't a lot discussed about the  
12 accident, correct?

13 A. No.

14 Q. Correct?

15 A. Correct.

16 Q. Okay. The second time you met with him it  
17 was again in person?

18 A. Yes. It was in the end of September of 2011.

19 Q. No. I thought you met with him two times,  
20 though.

21 A. Yes. When he -- you wrote down three times  
22 in that year. It was three times.

23 Q. We are on the second time. September was the  
24 third time.

1 A. Okay. It was on the phone.

2 Q. Let's go back because now we are all unclear  
3 again because of that.

4 The first time you spoke to Paul after  
5 the accident was when you visited in his home about a  
6 week later for that hour for that visit, right?

7 A. Correct.

8 Q. The second time was on the phone call?

9 A. Yes.

10 Q. How long after that first visit with him was  
11 that phone call?

12 A. Not long. I can't say.

13 Q. A day, a week, a month, a year?

14 A. I don't know. Maybe two weeks.

15 Q. Okay. And that was a telephone call did you  
16 make to him or he made to you?

17 A. I called him.

18 Q. Why did you call him?

19 A. Just to see how he was doing. How -- He had  
20 his stitches out, you know.

21 Q. So what was said?

22 A. Well, he says the stitches are out and he  
23 seems he is doing okay and left it at that.

24 Q. Did he say he is recovered?

1 A. No. I can't -- No. No.

2 Q. Did you know if he still had problems with  
3 the injury or not or you don't know?

4 A. I don't know.

5 Q. Okay. How long was that conversation on the  
6 phone?

7 A. Probably a few minutes only.

8 Q. Did Paul ever discuss the specifics of how  
9 his chain saw accident occurred?

10 A. No. Not to me, no.

11 Q. Did he tell you what he thinks Dave did wrong  
12 in that accident or causing his injury or anything  
13 like that?

14 A. No.

15 Q. Did he ever suggest that he wants to try to  
16 make money out of this case in that conversation?

17 A. No.

18 Q. Or any other conversation did he ever suggest  
19 that?

20 A. No.

21 Q. Okay. Did he ever ask you for your insurance  
22 information?

23 A. I offered it to him.

24 Q. When?

1 A. Right after the accident happened.

2 Q. You mean while he was still on the way to the  
3 ER or that week later?

4 A. No. After the fact. Yeah. Maybe after a  
5 week. After a week later.

6 Q. I am trying to find out when.

7 A. A week later.

8 Q. When you went to his house?

9 A. Possibly. I gave him -- yes.

10 Q. Wait.

11 A. I can't remember.

12 Q. Hold on. We are talking about the times you  
13 spoke to Paul and there was only three times. It's  
14 got to be the first time, the second time or the third  
15 time that you offered your insurance information to  
16 him.

17 A. It must have been when I went over to the  
18 house then because I remember writing stuff down.

19 Q. The first time?

20 A. The first time.

21 Q. Okay. So during that hour conversation with  
22 Paul at his house, you said, here, I will give you my  
23 insurance information, right?

24 A. Right.

1 Q. Did he thank you for it?

2 A. I guess. Yeah.

3 Q. Was he polite?

4 A. He was polite, yes.

5 Q. Was he trying to make more out of the case  
6 than you thought?

7 A. No.

8 Q. Did Paul ever make you feel uncomfortable in  
9 the way he described his accident or what his injuries  
10 were?

11 MR. BARCH: I object. She said he didn't  
12 describe it to her.

13 BY MR. MAST:

14 Q. Well, in any way that he described his  
15 injuries or the accident did he ever make you feel  
16 uncomfortable like he was trying to make more out of  
17 it than he should?

18 A. No.

19 Q. Okay. So we talked about your first visit  
20 with him at his house for an hour. We talked two  
21 weeks later the telephone call for a few minutes and  
22 all he said was he is doing okay and that was about  
23 all that was discussed, right?

24 A. Right.

1 Q. No specifics regarding the accident?

2 A. Okay.

3 Q. Then the third and final conversation you had  
4 with Paul was in person, correct?

5 A. Yes.

6 Q. September, 2011?

7 A. Uh-huh.

8 Q. Yes?

9 A. Yes.

10 Q. And where was that?

11 A. At my house.

12 Q. So he came over to your house?

13 A. Yes.

14 Q. Was he alone?

15 A. Yes.

16 Q. Was anyone else other than you and him  
17 present?

18 A. Just me and him.

19 Q. Okay. And how long was that conversation?

20 A. Well, he wasn't there too long. He was  
21 taking a tiller off the back of his truck by himself  
22 that's two and a half feet off the ground.

23 Q. Off the back like a pickup truck?

24 A. Yeah. The vehicle that Mike came in here. I

1 don't know what you would call it. It's like a  
2 suburban and he had a flatbed on the back of it  
3 attached.

4 Q. He had a trailer on it?

5 A. Yes. A flatbed.

6 Q. And the tiller was it one of those garden  
7 tillers?

8 A. No. It was a big tiller.

9 Q. Well --

10 A. It's not a Mantis. A Mantis is a little tiny  
11 thing. This is a full size tiller, probably about this  
12 wide.

13 Q. Three feet wide?

14 A. Yes.

15 Q. Does it have wheels?

16 A. Wheels? You mean --

17 Q. Does it have wheels to roll it on?

18 A. Yeah. When you have to till, you got to have  
19 wheels. Okay. It got wheels on it. It's a tiller,  
20 yeah.

21 Q. All right. Do you know how much it weighs?

22 A. I asked him if he needed help.

23 Q. That's not what my question was.

24 A. No. I don't know. It probably weighed,

1 what, 200 pounds at least.

2 Q. Okay. Had you ever lifted it or moved it  
3 around yourself?

4 A. No.

5 Q. Who was going to use it?

6 A. Paul used it at his house to till his garden.

7 Q. Who was going to use it at your house?

8 A. He brought it back to my house so David could  
9 pick it up and bring it back to his house.

10 Q. So Dave was going to use it?

11 A. It was his.

12 Q. It was Dave's tiller?

13 A. It's Dave's tiller.

14 Q. So apparently Dave had let Paul use it before  
15 the accident, right?

16 A. No. It was after the accident. He had a big  
17 garden. It was time to till the garden --

18 Q. You are not letting me take you through this  
19 because I got to ask the question before you are  
20 answering me otherwise your answer doesn't mean  
21 anything.

22 A. I know. Okay.

23 Q. Do you know when Dave first lent this tiller  
24 to Paul?

1 A. Probably the beginning of September I'd say.

2 Q. Do you know that for sure?

3 A. I am only basing it on the fact that the  
4 garden was done and he wanted to till up his garden.

5 Q. Who is "he"?

6 A. Paul wanted to till up his garden and he  
7 asked David if he could use his big tiller.

8 Q. Do you know when Dave asked or when Paul  
9 asked Dave to use the big tiller?

10 A. Beginning of September maybe.

11 Q. Why? Were you there when Paul asked Dave  
12 that? How do you know that?

13 A. He brought the tiller back from his house the  
14 day --

15 Q. Paul did?

16 A. -- that David had borrowed him.

17 Q. I need names so I know who you are talking  
18 about.

19 A. David's tiller he borrowed to Paul to till up  
20 his garden.

21 Q. This is my question: Do you know when Paul  
22 borrowed the tiller?

23 A. In the beginning of September.

24 Q. How do you know that?

1 A. Because David said that Paul had the tiller.

2 Q. Okay. That's what I am trying to find out.

3 A. Okay. All right.

4 Q. So your -- the basis for what -- your  
5 thinking that Paul used the tiller beginning in  
6 September of 2011 was what Dave told you, right? You  
7 didn't have direct knowledge of that. You just knew  
8 it from Dave, right?

9 A. Right. I just knew that Paul had it. Right.

10 Q. Okay.

11 A. Yes.

12 MR. BARCH: Just, Carolyn, you don't have to feel  
13 bad if you don't know when he got it or how he got it.  
14 It's okay.

15 MR. MAST: It's not a big deal. I am just trying  
16 to find out.

17 THE WITNESS: Okay. So probably. Yeah.

18 MR. MAST: I am just trying to find information  
19 out.

20 BY MR. MAST:

21 Q. Okay. All right. So what you are saying is  
22 sometime in September Dave said Paul is borrowing my  
23 tiller, is that what you are saying?

24 A. Right.

1 Q. Okay. When Paul began to use it, you don't  
2 know, right?

3 A. No.

4 Q. You don't know who was using it over at  
5 Paul's house?

6 A. No.

7 Q. You never saw Paul use it, did you?

8 A. No. No.

9 Q. So who used the tiller over at Paul's house  
10 you 'don't know?

11 A. No, I don't.

12 Q. Okay. But Paul brought it back to your house  
13 to return to Dave, correct?

14 A. Yes.

15 Q. And that was in September, 2011?

16 A. Correct.

17 Q. Okay. And how long was Paul at your house  
18 that day?

19 A. I don't know. Not long. A few minutes  
20 maybe.

21 Q. What's that mean, a few minutes?

22 A. Okay. 15 minutes he was there.

23 Q. Was he inside your house or just outside?

24 A. He was outside.

1 Q. During the 15 minutes he was at your house,  
2 were you with him that entire time?

3 A. Yes.

4 Q. Was anybody with him at that time?

5 A. No.

6 Q. So just you and him again?

7 A. Right.

8 Q. Okay. And that visit was meant only for Paul  
9 to drop off the tiller?

10 A. Correct.

11 Q. Okay. Did you and Paul engage in any  
12 conversation about the chain saw accident, how it  
13 occurred or his injuries as a result of that?

14 A. No.

15 Q. Okay. So the only conversation that you had  
16 with him pertained to returning the tiller?

17 A. Yes.

18 Q. Okay. And what was said then regarding that  
19 issue?

20 A. I just said that tiller looks awfully big and  
21 it's pretty heavy. I says would you like me to help  
22 you take it down and my husband I believe was not home  
23 at the time so I was there and he says no. It's okay.  
24 I can do it.

1 Q. Okay. Were you there when he took it down?

2 A. Yes.

3 Q. Okay. How high was the trailer off the  
4 ground? About a foot and a half, foot maybe?

5 A. About two feet maybe.

6 Q. About two feet?

7 A. Yeah.

8 Q. Okay. And is there a ramp off of the trailer  
9 or does he have to roll it off or how does he get it  
10 off?

11 A. There was no ramp.

12 Q. Okay.

13 A. It was just the flatbed, you know.

14 Q. So how did he get it off then?

15 A. He picked it up.

16 Q. Okay. He picked the whole tiller up with  
17 both arms?

18 A. He picked it up, yeah. How else do you pick  
19 up 200 some --

20 Q. Listen, Carolyn, I am just trying to find  
21 out. I am not going to assume anything so don't get  
22 upset with this but I have to go through the steps of  
23 what happened, okay?

24 A. Uh-huh.

1 Q. You watched him pick up the tiller?

2 A. Uh-huh.

3 Q. Yes?

4 A. Yes.

5 Q. I need a yes or no, okay?

6 A. Yes.

7 Q. Did you watch him pick it up with both arms?

8 A. Yes.

9 Q. Okay. Did he wrap his arms around the engine  
10 and the wheels or just around the top handlebars?

11 A. Like that. Around the engine and the top so  
12 he could get it down.

13 Q. Okay. Was the engine of the tiller up by the  
14 edge, the rear edge of the trailer when he picked it  
15 up or was it in the middle of the trailer? Where was  
16 it?

17 A. It was towards the back.

18 Q. Did he pick it up from standing on the ground  
19 or from standing on the trailer?

20 A. I think he was on the ground and because it  
21 was towards the edge so he was on the ground where he  
22 could, you know, grab on to it.

23 Q. So as I understand from you, the tiller is at  
24 the end of or the back of the trailer which is an open

1 ended trailer, right?

2 A. Correct.

3 Q. Paul takes his arms and wraps it around from  
4 standing on the ground?

5 A. Right.

6 Q. Which is a foot or two feet lower than that?

7 A. Right.

8 Q. Correct?

9 A. Right.

10 Q. Wraps his arms around the engine and the  
11 wheels, that whole compartment, picks it --

12 MR. BARCH: I think she said he grabbed the  
13 handle and then the engine at the same time.

14 MR. MAST: Did he?

15 MR. BARCH: She reached like that.

16 THE WITNESS: He put his hand here and here so  
17 he'd have leverage to put the thing down on the  
18 ground.

19 BY MR. MAST:

20 Q. Here and here, I don't know what that means.  
21 Hold on. I need to follow this up with a question,  
22 okay?

23 Where was Paul's left hand or arm with  
24 regard to the tiller when he picked it up? Was it on

1 the engine part of it or was it on the handle or  
2 where?

3 A. I'd have to -- I don't know.

4 Q. Or don't you know?

5 A. I don't know. I know he had to use both  
6 hands to take it down.

7 Q. Okay. Where was his right arm when he picked  
8 up the tiller, on what part of the tiller?

9 A. Towards the heavier part.

10 Q. His right arm.

11 A. Where the engine is at, you know.

12 Q. Okay. You don't know where his left arm was  
13 but his right arm was by the heavier part of the  
14 engine?

15 A. Yes because, let's see, if I was standing in  
16 my driveway, yeah, and his back was that way, his right  
17 arm was here and the other arm would have been up.

18 Q. Up where, on what?

19 A. Well, towards the handle part of the tiller.  
20 It was like a bar.

21 Q. When you were looking at this, were you  
22 watching him do it?

23 A. Yes.

24 Q. What part of his body was facing you when he

1 was doing this?

2 A. His face was facing me. He was facing -- I  
3 was looking like I am looking at you.

4 Q. Right.

5 A. Okay. And --

6 Q. So let me stop you. So he had his pickup  
7 truck with him, right?

8 A. Uh-huh.

9 Q. Yes? I need a yes or a no.

10 A. Yes.

11 Q. The trailer was on the back of the pickup  
12 truck and he pulled into your driveway, right?

13 A. Right.

14 Q. And you are in the front of the house looking  
15 toward him, right?

16 A. Yes.

17 Q. So if he is at the back of the trailer, you  
18 are saying he'd be facing you, right?

19 A. Right.

20 Q. Okay. And then he'd have his left arm up  
21 somewhere maybe by the handles and his right arm  
22 surrounded the engine of the tiller, right?

23 A. Right.

24 Q. And then did he just pick it up?

1           A.    Yeah.  He picked it up and put it on the  
2 ground.

3           Q.    Okay.  How high off of the bottom of the open  
4 trailer did he pick the tiller up?

5           A.    I am not quite sure.

6           Q.    Okay.  Then did he just shift himself around  
7 and let it straight down after he moved over from  
8 above the trailer?

9           A.    No.  He didn't -- He lifted it off and put it  
10 on the ground.

11          Q.    That's what I am saying.

12          A.    Yeah.

13          Q.    When he lifted it up, did he back up ten  
14 feet?  Did he just turn around and twist himself and  
15 drop it next to him?  How did he drop it to the  
16 ground?

17          A.    I don't remember the exact procedure.

18          Q.    Okay.  Okay.  But after he picked it up and  
19 moved away from the trailer, he put it back on the  
20 ground then, right?

21          A.    Right.

22          Q.    Okay.  And then what did he do with it?

23          A.    And then we put it in the garage.

24          Q.    "We put it," who put it?

1 A. I think he pushed it into the garage for me.

2 Q. On its wheels?

3 A. Yeah. On the wheels.

4 Q. Did it have rubber wheels, plastic wheels?

5 What kind of wheels did it have?

6 A. It has rubber wheels on it I believe.

7 Q. And who has that tiller today?

8 A. David.

9 Q. Okay. Again, that visit in September, 2011  
10 where Paul was dropping off the tiller never included  
11 any conversation about the chain saw accident or his  
12 injuries, correct?

13 A. No. No.

14 Q. Is that correct?

15 A. Yes. Uh-huh.

16 Q. So you have now told me everything, every  
17 communication and every visit that you have had with  
18 Paul since his accident, correct?

19 A. Right. Correct.

20 Q. At no time then did Paul ever describe for  
21 you how the specifics of the accident occurred; is  
22 that correct?

23 A. Correct.

24 Q. Okay. Okay. And how long have you known

1 Paul?

2 A. Ever since he was in high school.

3 Q. So for over ten years?

4 A. Ten years. Paul is 45 and I have known him  
5 ever since he was probably 18 or 17.

6 Q. So over 20 years then. Have you always known  
7 him to be a trustworthy, credible person?

8 A. Yeah. As far as I know, yes.

9 Q. Do you today -- And I know the lawsuit is  
10 here so I understand. That's fine. And you are kind  
11 of a defendant in the lawsuit so I get that but if you  
12 put the lawsuit aside, do you still consider him a  
13 friend or are you thinking of him in more negative  
14 terms now because of all of this?

15 A. Negative.

16 Q. Why do you think of him in negative terms  
17 other than the fact that you are named in a lawsuit?  
18 What's the reason?

19 A. Because, I mean, it happened as a bad  
20 accident of course and you know --

21 Q. Wait. It happened -- What?

22 A. It happened as a bad accident but when I  
23 heard from the ER on how the injuries went and then as  
24 time went on, many months went by, it wasn't until

1 December we knew that Paul had gotten your services  
2 that there was anything that would come to this  
3 recourse and he never said anything to me about the  
4 accident either thinking that his arm, you know, might  
5 just -- you know, thank God it was okay and then all of  
6 this came out, so.

7 Q. I mean, you are not a doctor and I am not a  
8 doctor --

9 A. No.

10 Q. -- and I guess we have to defer to what they  
11 think.

12 A. Uh-huh.

13 Q. What you are basically saying is you thought  
14 it was just a relatively small injury, right?

15 A. What about EKGs?

16 Q. Again, I am not going to get into the --

17 A. Medical. Forget that.

18 Q. -- into the medical. All I am asking you  
19 is -- My question is: Why are you now kind of feeling  
20 negative toward Paul today? What is the issue? Is it  
21 because you thought this wasn't much of an injury or  
22 you just don't think Dave did anything wrong or what?  
23 What is the reason?

24 A. Well, usually I have had those tests done.

1 Q. Listen, I don't want to get into all that.

2 A. It's because of the testing that he had done  
3 it proved that he didn't have any nerve damage done at  
4 one point and then along the way it all happened and  
5 then he --

6 Q. So your negative feelings toward Paul today  
7 is because you think that the medical treatment that  
8 he is getting isn't related to this accident but he  
9 thinks it is. Is that what you are saying?

10 A. I am saying that his EKG that he had done to  
11 prove nerve damage didn't show positive, so.

12 Q. That's up to his doctors to talk about.

13 A. Oh, I see. Okay.

14 Q. That's not him. He is not a doctor. He is  
15 not going to testify to his EKG. You know --

16 A. Okay. Fine.

17 Q. He doesn't know --

18 MR. BARCH: Carolyn, slow down. Answer the  
19 question. He wants to know why you view him  
20 negatively. Is it just because of the lawsuit and his  
21 claimed injuries or is there something more?

22 THE WITNESS: It's just the claim from the  
23 lawsuit.

24

1 BY MR. MAST:

2 Q. The injuries?

3 A. Yes.

4 Q. The injuries issue, right?

5 A. Right.

6 MR. MAST: Okay. I don't have any more.

7 MR. ACCARDO: I got nothing.

8 THE WITNESS: He probably had enough of me  
9 already probably. Good thing I ran out of water.

10 MR. BARCH: Hold on one second.

11 MR. MAST: How do you feel about me, negatively?

12 THE WITNESS: I don't feel negatively about any  
13 of you guys. I am just glad I am not a lawyer, I am  
14 not a doctor, I am not a police officer.

15 MR. BARCH: Let's not talk about things that are  
16 not associated with the deposition on the record at  
17 least.

18 THE WITNESS: Okay.

19 EXAMINATION

20 BY MR. BARCH:

21 Q. With respect to the tree branches, the size  
22 of the trees, the size of the branches that were being  
23 cut, those were all estimates that you gave, correct?

24 A. They were, yes.

1 Q. You didn't go out there and measure any of  
2 this stuff?

3 A. No.

4 Q. Okay. And with respect to David using the  
5 chain saw that day that Paul was injured or the day he  
6 cut the apple tree up or the day he cut up the  
7 branches from that larger tree, did you feel that you  
8 had any skill that you could give to him? Did you  
9 feel you could teach him anything about the use of  
10 chain saws because you had never used one?

11 A. No.

12 Q. Did you at any point see anything in  
13 connection with David's use of a chain saw that was a  
14 concern for you based upon what you did know, if  
15 anything, about using chain saws?

16 A. No.

17 Q. Was there anything about the way David was  
18 using a chain saw that you suspected was dangerous?

19 A. No.

20 Q. Did you feel like -- Knowing that Paul was  
21 out there that day, knowing that David was out there  
22 the day he, Paul, was hurt, did you believe there was  
23 any -- did you feel compelled to tell them that they  
24 could be hurt by a moving chain blade?

1 A. No.

2 Q. Did you think that -- did you believe that  
3 was something obvious?

4 A. Right.

5 MR. BARCH: That's all I have.

6 MR. MAST: Okay.

7 MR. BARCH: We are going to probably reserve  
8 signature on this one.

9 (FURTHER DEPONENT SAITH NOT.)

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IN THE CIRCUIT COURT  
FOR THE 22ND JUDICIAL CIRCUIT  
McHENRY COUNTY, ILLINOIS

1			
2			
3			
4	PAUL DULBERG,	)	
		)	
5	Plaintiff,	)	
		)	
6	vs.	)	No. 12 LA 178
		)	
7	DAVID GAGNON,	)	
	Individually, and as	)	
8	Agent of CAROLINE	)	
	McGUIRE and BILL McGUIRE	)	
9	and CAROLINE McGUIRE and	)	
	BILL McGUIRE,	)	
10	individually,	)	
		)	
11	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                            , 2013

Notary Public

C E R T I F I C A T E

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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.

1 I further certify that I am neither counsel for  
2 nor related to or employed by any of the parties to  
3 this action and that I am not a relative or employee  
4 of any counsel employed by the parties hereto or  
5 financially interested in the action.

6  
7   
8 Paula Ann Erickson

9 Certified Shorthand Reporter  
10 Registered Professional Reporter  
11 License No. 084-003899  
12 Notary Public

13  
14 Dated this

 day

15  
16 of

, 2013.

ORIGINAL

Discovery Deposition  
of **DAVID GAGNON**

**Date:** February 4, 2013

**Case:** Dulberg v. Gagnon

**Urbanski**  
Reporting Company

**Phone: 312-977-1777**

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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17 On behalf of the Defendants Carolyn McGuire and  
18 Bill McGuire.

19 \* \* \* \* \*

I N D E X

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1 (Witness sworn.)

2 MR. MAST: All right. This is the discovery  
3 deposition of David Gagnon taken pursuant to notice in  
4 accordance with the applicable rules.

5 WHEREUPON:

6 DAVID A. GAGNON,  
7 called as a witness herein, having been first duly  
8 sworn, was examined and testified as follows:

9 EXAMINATION

10 BY MR. MAST:

11 Q Mr. Gagnon, I'm Hans Mast. I represent Paul  
12 Dulberg. I'm going to ask you some questions  
13 regarding this chain saw incident. Start out with  
14 some background information. I just want to make  
15 sure -- And I imagine you've never given a deposition  
16 before; is that correct?

17 A I have on my own behalf. I was in a car  
18 accident several years back.

19 Q Okay. So you know the process?

20 A Fairly well, yeah.

21 Q Okay. So really the process is simple.  
22 Questions and then you answer the questions and we go  
23 back and forth until we're done, okay?

24 A Okay.

1 Q I want to make sure, though, that your  
2 answers are responsive to my questions. So if you  
3 don't understand the question, let me know. Otherwise  
4 if you answer it, we're all going to assume that you  
5 understood the question, okay?

6 A I understand.

7 Q Okay. Let's see what else. You're aware  
8 obviously of Paul's accident that this case is all  
9 about that happened, I think, at your parents' house  
10 during some chain saw work at their house? You're  
11 aware of that?

12 A Yes, I'm aware of that.

13 Q Okay. And I believe, and you can correct me  
14 if I'm wrong on anything obviously, but I believe it  
15 happened June 28th, 2011? Does that --

16 A Yes.

17 Q -- sound right?

18 A Yes, that sounds correct.

19 Q Okay. Do you remember what day of the week  
20 that was?

21 A No, I do not.

22 Q Was it Saturday or Sunday?

23 A No, it was not. It was during the week, I'm  
24 quite sure.

1 Q Okay. I'd like to start now and go through  
2 some background information. So why don't we start  
3 with this: What's your date of birth?

4 A 4-3-67.

5 Q And that makes you how old today?

6 A I am 45.

7 Q Are you employed today?

8 A I am self-employed as I have been my entire  
9 life.

10 Q What are you self-employed in doing?

11 A I do auto restorations and collision repair.

12 Q Do you do that under your own name?

13 A I do that under the name of Dave's Auto Body.

14 Q At home?

15 A Yes.

16 Q Is that an incorporation or some type of  
17 formal --

18 A No.

19 Q -- organization?

20 A No. No.

21 Q Okay. How long have you been doing auto  
22 restoration and collision repair under Dave's Auto  
23 Body, under that name?

24 A Probably 20 years.

1 Q Has it always been full-time?

2 A I would have liked it to have been. As work  
3 comes, I work on that; otherwise, I fill the void with  
4 other things that I can perform.

5 Q All right. Have you had to fill the void  
6 with other things in the last ten years?

7 A Yes, and I have been employed with other  
8 people in between.

9 Q Okay. So we'll get to that in a minute,  
10 then, okay?

11 A Okay.

12 Q What is your current address?

13 A 39010 90th Place, Genoa City, Wisconsin.

14 Q So that's right over the border here to the  
15 north?

16 A Yeah. 53128 is the zip.

17 Q Who do you live with there?

18 A My wife.

19 Q What's her name?

20 A Pamela.

21 Q Anybody else live at that address?

22 A No.

23 Q Do you have any children?

24 A No, I do not.

1 Q And your Social Security number?

2 A In full?

3 Q Yes.

4 MR. CALLAHAN: Can we do this off the record  
5 then?

6 MR. MAST: We can do it off the record.

7 BY MR. MAST:

8 Q Let's say on the record, what are the last  
9 four digits?

10 A 2535.

11 Q 2535?

12 A Yes.

13 MR. MAST: Okay. Give it to us off the record  
14 now.

15 (Discussion off the record.)

16 BY MR. MAST:

17 Q Did you give us your --

18 MR. CALLAHAN: Back on the record?

19 MR. MAST: Back on the record.

20 BY MR. MAST:

21 Q Did you give us your full Social Security  
22 number off the record?

23 A Yes.

24 Q Okay. All right. Do you have any criminal

1 convictions on your record in the last ten years?

2 A No.

3 Q How long have you known Paul Dulberg?

4 A 35 years.

5 Q And 35 years, how did you meet him?

6 35 years --

7 A Riding bicycles in a place we had deemed  
8 called the mini trails.

9 Q So were you neighbors, or ...

10 A We lived close by. He lives in Pistakee  
11 Terrace, my mother -- or my mother lives in Pistakee  
12 Terrace; he lives in Pistakee Highlands which is  
13 about, I would say, a quarter mile maybe away from one  
14 another.

15 Q And the mini trails were by your mother's  
16 house?

17 A They were closer to his home.

18 Q Closer?

19 A They were closer to his home. They were just  
20 down the road from his home.

21 Q Okay. And since you kind of met at the  
22 trails and you became -- a friendship arose?

23 A Yeah. Yes.

24 Q Okay. Has that friendship been in pretty

1 good standing since then till today?

2 A Yes, and as of right now I don't know where  
3 it stands. I have not spoken with him as I was  
4 directed not to.

5 Q Fair enough. But at least in your mind is it  
6 still in good standing -- Hold on. Let me just finish  
7 the questions. Is your friend- -- At least in your  
8 mind, is your friendship still in good standing with  
9 Paul Dulberg today?

10 A No.

11 Q Okay. And is that because of the suit?

12 A Yes.

13 Q Okay. Fair enough. Understood about that.

14 Until the suit was filed, okay, was your  
15 friendship with Paul Dulberg in good standing?

16 A Yes.

17 Q Had it been all the way for those 35 years  
18 until the suit was filed?

19 A Yes.

20 Q Okay. So there was never any times where  
21 your friendship was seriously tested over that  
22 35 years?

23 A No.

24 Q Is that correct?

1           A     That's correct.

2           Q     Okay. And you can correct me if I say  
3 something that's not accurate, but so is it my  
4 feeling, even though you don't know what Paul's view  
5 of your friendship is, this suit being filed against  
6 you has brought negative feelings in your mind about  
7 your friendship?

8           A     Yes, and only recently, if I may.

9           Q     Okay. Go ahead.

10          A     At first when it had arisen, this situation,  
11 we were still talking to one another and I was freely  
12 submitting both insurance information, whatever he  
13 requested because, you know, there wasn't a problem at  
14 that time. But things turned as Paul had said some  
15 things that didn't really go well with me.

16          Q     You mean in his deposition or somewhere else?

17          A     Personally to me.

18          Q     Well, if -- I guess I've got to ask you what  
19 those things were then.

20          A     Okay. After bringing him to the hospital  
21 after this occurrence took place with his vehicle, we  
22 had left. Myself still being very (inaudible) and my  
23 heart being concerned as to his condition because he's  
24 my friend, he turned to me just leaving the hospital

1 and said that we can make a lot of money at this.

2 Q Okay. Was anybody else present during that  
3 conversation?

4 A No. No.

5 Q Was that in your car on the way from the  
6 hospital?

7 A That was in his vehicle immediately leaving  
8 the hospital and still in the parking lot at the  
9 hospital.

10 Q Was that the same day of your accident -- of  
11 his accident?

12 A Yes.

13 Q Okay. So that would have been June 28, 2011,  
14 he was discharged out of the hospital and he was in  
15 his car?

16 A Passenger's seat; I was driving, yeah.

17 Q Okay. Did you not have a car at the time or  
18 something?

19 A No. His vehicle was at my house -- my  
20 mother's house, I should say, where the occurrence  
21 happened; and when we left, he said, Just take my car,  
22 so we took his vehicle to the --

23 Q All right. Let me stop you because I  
24 understand what you're saying. You're saying after

1 his injury you drove his car with him as a passenger  
2 to the hospital?

3 A Yes.

4 Q He got treated, discharged, and then you were  
5 back in his car going back to your mom's house?

6 A Never left the parking lot and he said that.

7 Q No, I understand that --

8 A Yes, but that's --

9 Q -- but that's where you were going?

10 A Yes. Yes.

11 Q All right. Let's try not to -- I'll try and  
12 won't talk over you; you try not to talk over me.

13 All right. So you're leaving the  
14 hospital still in his car on the way to your mother's  
15 house, right? Right? That's on the way? That's  
16 where you were going?

17 A Right, that's where we were going, but we  
18 still had not left the parking lot.

19 Q All right. I didn't say anything about where  
20 you were. I'm saying you're in the car on the way to  
21 your mother's house, right?

22 A Yes.

23 Q Okay.

24 A Yes.

1 Q But before you left the parking lot, you're  
2 in the car in the parking lot of the hospital and  
3 that's when he made that statement?

4 A Yes.

5 Q Did he say anything else during that  
6 conversation that you -- that you didn't like?

7 A No.

8 Q Okay. So that was the extent of anything  
9 that he said about financial aspects of this case?

10 A Yes.

11 Q Is that the only time he said anything about  
12 financial aspects of this case?

13 A No.

14 Q When is the next time he said anything like  
15 that?

16 A I had visited him shortly after because we  
17 were still in friendship, and I stopped in his home,  
18 and ...

19 Q How soon after the accident?

20 A Oh, this is about three or four months after  
21 the accident.

22 Q Okay.

23 A It was -- Now, I remember it was cold. It  
24 was winter so I can't say exactly what day, but I was

1 leaving and he had mentioned that, This may possibly  
2 be the best thing that could happen to me because I  
3 won't have to work the rest of my life.

4 Q Any witness to that conversation?

5 A Yes, Michael Mcartor.

6 Q Who?

7 A Michael Mcartor, who lives with him.

8 Q How do you spell the last name?

9 A Capital M small C, Artor, A R T O R or E R;  
10 I'm not quite certain of that spelling, but he resides  
11 with Paul there at his home.

12 Q Where Paul's living now?

13 A Yes.

14 Q Okay. And where did that conversation take  
15 place four months after the accident?

16 A In his kitchen where -- In his kitchen.

17 Q And the extent of this conversation regarding  
18 the financial aspects that we're talking about is that  
19 he said, This might be the best thing that happened to  
20 me, and what else? Was there anything else?

21 A Because I may not have to work another day of  
22 my life.

23 Q Because I what?

24 A May not have to work another day of my life.

1 Q Did he say anything else during that  
2 conversation now about the financial aspects of this  
3 accident?

4 A No.

5 Q Did he say anything else during that  
6 conversation that you found uncomfortable or wrong?

7 A No. No.

8 Q Okay. Any other things that Paul has said  
9 that you believed were wrong or had some kind of  
10 financial component to this accident other than those  
11 two that we've -- you've already described?

12 A There was also another instance where he  
13 visited me at my home, I believe it was in 2012 when  
14 things were going along here; we were still in  
15 conversation with one another.

16 Q Okay. Let me just stop you. After the suit  
17 was filed or before the suit was filed?

18 A It was after the suit was filed, yeah.

19 Q Okay.

20 A And he was not -- if not coaching me,  
21 reassuring me that if I did make it easier, shall we  
22 say, or ... that I would be awarded something for my  
23 cooperation in it.

24 Q Was there any witnesses to that

1 communication?

2 A No. No.

3 Q Did he say how you would be awarded?

4 A No.

5 Q Did he promise to pay you anything in  
6 exchange for your testimony?

7 A Yes.

8 Q What did he promise to pay you?

9 A \$10,000.

10 Q What did he say?

11 A If he got a hundred thousand dollars.

12 Q What was the -- I need to know the exact  
13 wording of that communication so that we all can  
14 understand what he said.

15 A If this goes well for me, I wouldn't have a  
16 problem with giving you \$10,000 if say I was to get a  
17 hundred thousand dollars.

18 Q Okay. Did he, though, make that hundred --  
19 that \$10,000 conditional on what you would say or just  
20 said, If it goes well for me, I'll give you 10,000 out  
21 of the hundred thousand?

22 A He didn't place conditions on it.

23 Q Okay.

24 A I was assuming.

1 Q Okay. Fair enough. That's very honest of  
2 you. I appreciate that. This is my question then --  
3 Well, let me go further. Did he say anything else  
4 during that conversation in 2012 about anything you  
5 felt was inappropriate or uncomfortable for you or  
6 related to financial interests that he was --

7 A No.

8 Q -- talking about?

9 A No, he did not.

10 Q Okay. Any other conversations with Paul now?  
11 We've talked three different incidents now so I want  
12 to make sure I've talked about everything. Is there  
13 any other conversation you've had with Paul or contact  
14 with Paul regarding any uncomfortable or uneasy  
15 conversations or things he said relating to either  
16 financial interests or some other component of the  
17 suit or claim?

18 A There was one time where he came up and he  
19 was asking for information, which I gave him, my  
20 insurance.

21 Q When was this? Just give me a date so I know  
22 how to ...

23 A I cannot supply you with a date. I could say  
24 that it was before that last incident that I just

1 spoke of of the hundred thousand and \$10,000 offering  
2 there.

3 Q Was it after suit was filed or before suit --

4 A It was after the suit was filed.

5 Q Okay.

6 A And he showed up at my residence with an  
7 iPad, which he's into techy things, things like that,  
8 and I wasn't aware that there was a camera on front  
9 and back but I was aware that there was a camera that  
10 was on and he was showing me what was being viewed on  
11 the screen, and then we proceeded into our house and  
12 it was on again. He was showing me how you can look  
13 at the front and the rear screen and me not being of  
14 much interest of this device, I just told him, Could  
15 you shut that thing off. I felt as though I was being  
16 inventoried.

17 Q Okay.

18 A So that would be the only other issue.

19 Q Okay. Fair enough.

20 A Yeah.

21 Q I appreciate that. Did he say or do anything  
22 that you felt was wrong or inappropriate regarding the  
23 case in and of itself?

24 A No.

1 Q Okay. Nothing about financial interest --

2 A Not that time, no, nothing.

3 Q Okay. Do me a favor, and you're doing very  
4 good so far, but you were just kind of cutting me off  
5 the last --

6 A I'm sorry.

7 Q -- part of my sentence and I want to make  
8 sure you understand the full thing I'm going to say,  
9 okay? So let's try not to cut each other off.

10 All right. So at least, and you can  
11 correct me if I'm wrong, as I understand it, there are  
12 just three conversations where Paul made any  
13 statements that felt -- that made you feel  
14 uncomfortable pertaining to financial parts of the  
15 lawsuit?

16 A Yes.

17 Q Okay. Or the claim; fair enough?

18 A Yes. Yes.

19 Q And that was the day of the accident where he  
20 made that one-sentence statement, correct?

21 A Mm-hmm.

22 Q Yes?

23 A Yes. Yes.

24 Q And that was four months later where he made

1 that statement about, This could be the best thing  
2 that could happen to me because I might not have to  
3 work the rest of my life?

4 A Yeah.

5 Q Yes?

6 A Yes.

7 Q And then there was the last thing that was in  
8 2012 after suit was filed where he said -- although he  
9 didn't condition it, he said, Hey, if I get a hundred  
10 thousand, I'll give you \$10,000 of that?

11 A Yes.

12 Q Right?

13 A Yes.

14 Q Okay. And would it be fair to say, including  
15 that last 2012 conversation, he never said, If you do  
16 this for me, I'll do this for you; fair enough?

17 A Yes.

18 Q Is that true?

19 A That's true.

20 Q Okay. So he never -- You could make the  
21 assumptions you want, and you're free to do that,  
22 okay, but my question is nothing he ever said  
23 pertained to having him wanting you to lie for him?

24 MR. BARCH: I'm going to object. It's

1 argumentative, but go ahead.

2 MR. MAST: Go ahead.

3 MR. CALLAHAN: I'll join that objection.

4 BY THE WITNESS:

5 A No, he was blatantly asking me in regards to  
6 what he was asking me to do to make it easier for him.

7 Q Right.

8 A And making it easier for him would not just  
9 be submitting the truth in my judgment, but it would  
10 be submitting to what he would want me to say so that  
11 it would be easier for him.

12 Q I understand what your judgment is.

13 A Yes.

14 Q This is what I'm questioning, though. My  
15 question is what he said to you, okay. You can take  
16 any assumptions you want from what he said to you;  
17 you're free to do that, okay. My question, though, is  
18 did he ever tell you that he wanted you to lie for  
19 him?

20 A He did not say he wanted me to lie for him,  
21 no.

22 Q Okay. You took that from an inference of  
23 what else he said that you've already told me, right?

24 A Yes.

1 Q Those were inferences you made from what he  
2 told you, correct?

3 A Yes.

4 Q Okay. Did you ever say, Hey, do you want me  
5 to lie for you -- Well, let me put it this way. I'm  
6 going to try to just summarize it.

7 Is it fair to say he never asked you to  
8 lie for him?

9 A That is correct.

10 Q Okay. Is it fair to say he never agreed to  
11 give you money in exchange for what you would say to  
12 him -- say for him?

13 A There is one more thing that I said that I'm  
14 recollecting now.

15 Q Okay.

16 A And I said, Well, what would you want me to  
17 say, that I was freewheeling a chain saw and I was  
18 negligent?

19 And he said, That sure would make things  
20 easy.

21 Q Okay. And when did he say that, which  
22 conversation?

23 A That same conversation when he spoke of the  
24 hundred thousand dollars and the \$10,000.

1 Q So that's the 2012 conversation?

2 A Yes. Yes.

3 Q Okay. And what -- So let me get it clear  
4 now. The 2012 conversation that we've already talked  
5 about was after suit was filed?

6 A Yeah.

7 Q It says, If you would -- What you're saying  
8 he said is if he would be awarded something, say a  
9 hundred thousand dollars, he would give you \$10,000 of  
10 it, right?

11 A Yes.

12 Q And now you're adding on to what else did he  
13 say?

14 A He -- I said to him, Well, what would you  
15 expect from me? What would you want me to say, I was  
16 freewheeling a chain saw and I was negligent? I said  
17 I would not do that. I'm going to tell the truth.  
18 And that's basically where our friendship -- I haven't  
19 spoke to him really very much or been with him or  
20 conversed with him since then.

21 Q All right. You're going a little further  
22 than what I'm asking, though, but that's fine. My  
23 question was, what more did he say and you told me  
24 what you said, all right, so let's just go straight

1 with what I'm asking. I'm asking other than, Hey, if  
2 I get a hundred thousand dollars, I'd be glad to give  
3 you \$10,000 of that, other than Paul saying that, what  
4 else do you recall Paul saying in that 2012  
5 conversation at your house?

6 A Nothing.

7 Q Oh, okay. It was just what you said then?

8 A That's what I said after. I sufficed by way  
9 of example, Is this what you would want?

10 And he said, That sure would make it  
11 easy.

12 Q Well, then that is something that he said.  
13 Listen, this is what I'm trying to get at, I'm trying  
14 to find out what he said, okay?

15 A Okay. He said nothing in response to that  
16 except he said, That sure would make it easy.

17 Q All right. You're interrupting me again.  
18 Let's go back at it again.

19 A Okay.

20 Q I want to go step by step because I want to  
21 try to find out everything you're going to say. I  
22 don't want there to be any stones unturned, okay?

23 A Yeah.

24 Q You told me that in that 2012 conversation he

1 said, If I get a hundred thousand dollars, I'd be  
2 happy to give you \$10,000 of that. Is that what he  
3 said?

4 A Correct, that is what he said.

5 Q Okay. In response to that, what did you say?

6 A I said, What would you want me to say, I was  
7 freewheeling a chain saw and I was negligent? I said,  
8 I will not do that.

9 Q Okay. All right. Stop. That's what you  
10 said, okay. And then what did he say in response --

11 A Nothing.

12 Q -- to that?

13 Okay. Nothing, right?

14 A Nothing.

15 Q Okay. Because I thought you said that he  
16 said, Well, that would make it easier.

17 A Correct. I'm sorry. That was his closing  
18 statement after I said that.

19 Q So he did say something?

20 A Yes, he did. I'm sorry.

21 Q Okay. So let's go through it again now.

22 A All right.

23 Q Because I want to make the chronology, I want  
24 to make that correct, okay?

1           A     Okay.

2           Q     In the 2012 conversation at your house you  
3     said that Paul made a statement that, If I get a  
4     hundred thousand dollars of this, I'll give you --  
5     I'll be happy to give you \$10,000 of this -- of that.  
6     Is that what he said?

7           A     Correct.

8           Q     Okay. In response to that you said, What do  
9     you want me to say, that I was freewheeling and  
10    negligent? I will not do that. Was that your  
11    statement?

12          A     That was my --

13          MR. CALLAHAN: I thought he said freewheeling a  
14    chain saw and that I was negligent.

15    BY MR. MAST:

16          Q     Okay. Is that what you said?

17          A     Yes.

18          Q     Okay. And then in response to that, what did  
19    he say?

20          A     He said, That would make it easy.

21          Q     Okay. Did he say that's what he wants you to  
22    say or did he just say those words?

23          A     He just said those words.

24          Q     Okay. Is that all he ever said then after

1 that conversation at the end of that conversation?

2 A Yes.

3 Q All he said was, That would make it easy?

4 A Yes.

5 Q Okay. All right. So we've got three  
6 conversations, one on the day of the accident where he  
7 said, We can make a lot of money at this, right?

8 A Correct.

9 Q That's all he said during that conversation  
10 that was uneasy or uncomfortable or financially  
11 motivated, correct?

12 A Yes.

13 Q Okay. Second conversation four months later,  
14 you visited him at his house, right?

15 A Yes.

16 Q And he said, This may be the best thing that  
17 happened to me; I might not have to work the rest of  
18 my life?

19 A Yes.

20 Q Is that all that he said that was uneasy or  
21 uncomfortable or related financially to this case?

22 A Yes.

23 Q And the third thing was 2012 where he said if  
24 he gets a hundred, he'd give you ten and then you

1 said, Well, what, if I say that -- What do you want me  
2 to say, if I'm wheeling it, the chain saw, and  
3 negligent?

4 And he said, Well, that would make it  
5 easy.

6 Is that everything out of that  
7 conversation that was uneasy, uncomfortable or  
8 financially related?

9 A That is all, yes.

10 Q Okay. Have you now --

11 MR. CALLAHAN: Can I object? I think he did  
12 leave off that one comment, I'm sorry, the one he  
13 said, I won't do that.

14 BY MR. MAST:

15 Q Okay. Yes, and you also said you wouldn't do  
16 that after you --

17 A I said that I would not do that, yes.

18 Q After your con- -- After your response to  
19 what he said, you said, I would not do that?

20 A Yes.

21 Q Okay. Have we now covered everything that  
22 you and Paul talked about after the accident that made  
23 you feel uncomfortable, uneasy or financially related  
24 to this accident?

1 A Yes, that would be all.

2 Q Okay. Very good. That wasn't too hard.

3 A No.

4 Q Oh, one final question on those things.

5 A Okay.

6 Q Were there any witnesses to either of those  
7 three conversations other than you said the --

8 A Michael Mcartor.

9 Q Michael Mcartor was a witness to the second  
10 one four months after the accident?

11 A Yes, which was at Paul's home in his kitchen,  
12 yes.

13 Q Right. Any other witnesses to any other  
14 parts of those communications?

15 A No.

16 Q Just you and Paul and then the second  
17 conversation was with Michael?

18 A Correct.

19 Q Okay. Are you friends with Michael? Have  
20 you ever been friends with Michael?

21 A I've been friends with Michael probably about  
22 25 years.

23 Q Are you still friends with Michael?

24 A As far as I know, yes.

1 Q Okay.

2 A This is not related to him.

3 Q So the reason you're not friends with Paul  
4 anymore is after the third conversation in 2012 where  
5 you said, I would not do that, and he said, That would  
6 make it easy, you haven't spoken to him since; but in  
7 your mind it's not friendly because of what you  
8 thought he was asking you to do?

9 A Yes.

10 Q Fair enough?

11 A Yes.

12 Q Do you know in his mind if he thinks you're  
13 still friends?

14 A I do not know.

15 MR. CALLAHAN: I'd just object as to relevancy  
16 and as to speculation.

17 BY THE WITNESS:

18 A I don't know.

19 MR. BARCH: Join the objections.

20 BY THE WITNESS:

21 A I haven't spoken to him. I don't --

22 Q Hold on. Just let them give the -- All  
23 right. They objected.

24 MR. CALLAHAN: You may answer.

1 BY MR. MAST:

2 Q What's your answer to that question? Do you  
3 know in Paul's mind whether he thinks you guys are  
4 still friends or not?

5 A I do not know. I have not conversed with him  
6 in quite a while now.

7 Q All right. And then that fourth thing that  
8 you talked about didn't really have to do with any  
9 statements but he had an iPad and it looked like he  
10 was videoing or something. He didn't do anything  
11 wrong during that; you just weren't sure what he was  
12 up to, right?

13 A Right.

14 Q Okay. That didn't have anything to do with  
15 any statements or anything; fair enough?

16 A Fair.

17 Q Okay. So we've covered all the statements  
18 that Paul made that made you feel uncomfortable?

19 A Yes.

20 Q Okay. All right. How long have you been  
21 married?

22 A I've been married since 2008, August 16th.

23 Q Okay. Does your wife Pamela know Paul?

24 A Yes.

1 Q On a -- like a friendly basis or just sees  
2 him every now and then? I mean, how would you  
3 describe her knowledge of Paul, just passing?

4 A He's my friend and his friends with him is the  
5 same; there was never anything between us until ...

6 Q I mean, did she spend as much time with  
7 Paul --

8 A No.

9 Q -- as you did?

10 A No.

11 Q Okay. Her contact with Paul was just passing  
12 then? It wasn't where she would do anything with him?

13 A Correct.

14 Q Is that fair enough?

15 A Yeah, correct.

16 Q Okay. And she doesn't have any knowledge  
17 regarding any communications Paul made regarding the  
18 incident that were uncomfortable or financially  
19 motivated?

20 A No.

21 Q Is that fair?

22 A That's fair.

23 Q Okay. Okay. What's the highest level of  
24 education you have?

1           A     I was accepted at DeKalb University. I  
2 didn't pursue it until its end, and then I went to  
3 College of Lake County.

4           Q     You mean Northern Illinois Medical Center --  
5 Northern Illinois University?

6           A     Yeah, DeKalb College.

7           Q     Okay. All right. I know, I'm just trying to  
8 connect the dots here.

9                     You were accepted at Northern but you  
10 never went there?

11          A     Oh, no, I went there and I just -- because of  
12 turns of events in my life, personal, I did not  
13 finish, and --

14          Q     All right. But I'm not getting to that  
15 point. I'm just --

16          A     Okay.

17          Q     The question was, where did you go to -- the  
18 highest level of education, that's the question.

19          A     I was accepted at Northern Illinois  
20 University.

21          Q     You weren't just accepted. You went there,  
22 right?

23          A     Yes.

24          Q     Okay. How long did you go to Northern

1 Illinois University?

2 A Two months.

3 Q Okay. And what program were you there, just  
4 general?

5 A Program?

6 Q What type of degree? What program?

7 A Oh, engineering.

8 Q Okay.

9 A Mechanical engineering.

10 Q Okay. And what year was that, approximately?

11 A That was 1985.

12 Q Instead of going to DeKalb or at least after  
13 two months of going to DeKalb, where did you go after  
14 that?

15 A I pursued employment as an auto body worker.

16 Q With who?

17 A It was called Lakeland Autobody. It was in  
18 Volo, Illinois.

19 Q Are they still together?

20 A No.

21 Q How long did you work there?

22 A Three years.

23 Q Doing auto body work?

24 A Correct.

1 Q Who was your supervisor?

2 A Owner and supervisor Brian Schuman

3 (phonetic).

4 Q Brian what?

5 A Schuman.

6 Q Schuman?

7 A Yeah, Schuman.

8 Q So after two months of DeKalb, you went to

9 Lakeland Auto?

10 A Mm-hmm.

11 Q Right?

12 A Yes, correct.

13 Q Okay. When did you go to -- You said you

14 went to another college?

15 A CLC, College of Lake County.

16 Q When was that?

17 A I believe that was 1987.

18 Q Sometime while you were at Lakeland?

19 A Yeah, I was -- Yes, I was working at the auto

20 body.

21 Q And how long were you at CLC?

22 A I want to say six months.

23 Q Okay. On what program?

24 A Same, mechanical engineering.

1 Q Did you finish that program?

2 A No, I did not.

3 Q Why not?

4 A Because I needed to earn money, and I wasn't  
5 earning enough doing -- going to school and working.

6 Q Okay.

7 A Pretty physical job, auto body.

8 Q Okay. Any other college education after high  
9 school?

10 A Completed, no.

11 Q Not -- I didn't say completed, any other  
12 college education after high school? Did you go to  
13 any other colleges?

14 A None other than the ones I had mentioned.

15 Q That's what I'm asking you.

16 A Okay.

17 Q You went to NIU and CLC. Any other college?

18 A No.

19 Q Okay. Where did you graduate high school?

20 A Johnsburg.

21 Q What year?

22 A 1985.

23 Q Okay. After Lakeland Auto, which I'm  
24 assuming was somewhere around -- when you finished

1 somewhere around 1988, '89, somewhere around there?

2 A Finished ...

3 Q When you finished Lakeland Auto, I'm assuming  
4 that was somewhere around '88 or '89?

5 A Yes. Yes.

6 Q Okay. Where did you go after that?

7 A I became self-employed performing the same.

8 Q To the present date?

9 A Yeah.

10 Q Okay.

11 A Yes.

12 Q Okay. Have you worked for anybody else  
13 during 1989 until now other than yourself?

14 A Yes.

15 Q How many jobs are we talking, lots?

16 A One at a machine shop, Swiss Automation in  
17 South Barrington, that was between 1999 and 2001, and  
18 then just currently last winter working at a place  
19 called Advantage Auto Body for three months. They let  
20 me go.

21 Q Where was that?

22 A That -- I'm not sure what town it is. It's  
23 in Wisconsin and about two miles from my home between  
24 Powers Lake and Burlington.

1 Q Okay.

2 A I'm not sure what town it resides in.

3 Q And when did they let you go?

4 A They let me go just at Christmastime last  
5 year.

6 Q 2012 Christmas?

7 A Yes.

8 Q All right. Any other employment since high  
9 school we have not discussed?

10 A No.

11 Q Okay. Do you have any training other than  
12 being self-trained on working with a chain saw?

13 A No.

14 Q So you're -- Well, let me ask you this way:  
15 How long have -- Well, strike that.

16 How long have you -- Strike that.

17 When's the first time you operated a  
18 chain saw yourself?

19 A Age 18.

20 Q Okay. About '85? No, wait. Is that '85?

21 MR. CALLAHAN: Yeah.

22 BY THE WITNESS:

23 A Yeah.

24 Q Yeah. About 1985 then?

1 A Mm-hmm.

2 Q Yes?

3 A Yes.

4 Q Yes. Okay.

5 Whose chain saw was that that you  
6 operated first?

7 A I do not recollect. We were camping, and I  
8 picked up a chain saw and was cutting firewood for the  
9 group that was there.

10 Q Okay. Was Paul with you at the time?

11 A No.

12 Q Okay. Have you ever owned a chain saw?

13 A Yes.

14 Q Okay. Do you own one now?

15 A No.

16 Q Okay. During what period of time did you own  
17 a chain saw?

18 A Oh, 2000 till 2004.

19 Q And for what reason did you own it and then  
20 no longer own it during those four years?

21 A A friend had garbage-picked it. It was an  
22 old really big chain saw that I rebuilt. I used it  
23 several times and then I sold it at a garage sale  
24 along with another unit that was just like it.

1 Someone wanted to fix up theirs too, so ... It was an  
2 old David Bradley chain saw; it was a very old model.

3 Q Wait, I missed some of that. You said you  
4 had one that you got from a friend from a garage sale  
5 but another, what was the other one?

6 MR. CALLAHAN: No.

7 MR. MAST: Sorry.

8 BY THE WITNESS:

9 A No, I had -- I had one that I operated and  
10 then I picked one up at a garage sale.

11 Q So you had two of them?

12 A Yeah, I had two of them, and I sold them both  
13 at the same time, yeah. One worked and one didn't.

14 Q And that was from 2000 to 2004?

15 A Correct.

16 Q Okay. During 2000-2004, did you use those  
17 chain saws on any type of continual basis?

18 A No.

19 Q They were just there for -- because you had  
20 fixed them up and you just kind of liked to have them  
21 around?

22 A No, they were very useful because they were  
23 large and I used them on my property to trim off a  
24 large maple branch that had fallen.

1 Q Oh, so you used them?

2 A I used the one that was working. The other  
3 one was not operational.

4 Q The one that was working that you owned from  
5 2000-2004, the one chain saw that was working, you  
6 used only for your own personal use on your personal  
7 property?

8 A Yes.

9 Q Had you used a chain saw from 1985 until  
10 2000?

11 A Yes.

12 Q Whose chain saws?

13 A Once again, I'm a camper and there would be a  
14 time when I would just elect myself to cut the wood, I  
15 just ...

16 Q Let me ask it this way, maybe it will be  
17 easier, because I know these aren't all easy  
18 questions. Before 2000, okay, when you first got your  
19 own chain saw, how many times would you have operated  
20 a chain saw over the 15 years?

21 A At least a dozen times.

22 Q Were they all during camping trips?

23 A Yes.

24 Q Okay. And they were all somebody else's

1 chain saw they brought to the camping site and you  
2 used them to cut up for camping wood?

3 A Yes.

4 Q Okay. And then beginning of 2000 you would  
5 use them a little bit more frequently because it was  
6 yours and you were using it on your property?

7 A Yes.

8 Q Okay. Do you have some type of forest or  
9 something on your property that you use it for, or ...

10 A No, I have negligent neighbors that when  
11 trees fall, they don't --

12 Q Okay.

13 A -- they don't really seem to attend to them,  
14 so I opted to do the clearing myself.

15 Q Okay. So you clear up a tree here and there?

16 A Yeah. Yes.

17 Q And I know there's no way -- easy way to do  
18 this, but I still have to ask the question. From 2000  
19 to 2004 what would you estimate the number of times  
20 you used a chain saw?

21 A Three times.

22 Q All right. So up until 2004 the total times  
23 you used a chain saw was about 15 times?

24 A Correct.

1 Q Okay. All right. From 2004 until this  
2 accident in June of 2011, how many times did you use a  
3 chain saw?

4 A Four times.

5 Q And whose chain saw was it?

6 A The first time was a friend's, on his  
7 property; second time, again, camping; third time on  
8 my property, and the fourth and final time was at my  
9 mother's place.

10 Q Now, when you say your property, whose chain  
11 saw was it?

12 A That would be my friend Mike.

13 Q The first -- The first -- Well, okay. That  
14 would be the same friend that you operated the chain  
15 saw on his property the first time that you were  
16 spelling these out?

17 A After the 2004, yes. Yes.

18 Q Yeah. So beginning in 2004 when you no  
19 longer owned a chain saw, the first time you used it  
20 after that was with a friend at his house?

21 A Yes.

22 Q And that's Mike's?

23 A Yeah. Not Mike Mcartor.

24 Q No, I --

1 A Okay. I'm just clarifying.

2 Q That's fine. Okay. Second time was out  
3 camping cutting up firewood?

4 A Correct.

5 Q Third time was at your house with Mike's  
6 chain saw?

7 A Yes.

8 Q And fourth time was at your parents' house?

9 A Yes.

10 Q Okay. And was that fourth time at your  
11 parents' house the day of this incident or before the  
12 day of this incident?

13 A It was the day of that incident.

14 Q Okay. So if I were to -- and I know this  
15 isn't the easiest thing to do, but if the day of the  
16 incident was June 28, 2011, when was the last time you  
17 used a chain saw before that date?

18 A Oh. Datewise?

19 Q Some estimate, yeah. Within a month, a year,  
20 three years?

21 A It was a year.

22 Q Within a year?

23 A Yeah, within a year.

24 Q So it would have been the prior summer maybe?

1 A Yes.

2 Q Okay.

3 A Yeah, a storm took down some branches in my  
4 yard.

5 Q So that third incident after 2004, which you  
6 spelled out four times you used a chain saw, that  
7 third incident where it was Mike's chain saw on your  
8 property was the one in 2010 during the summer?

9 A Yes.

10 Q Okay. And then the next time you used a  
11 chain saw was on your parents' property on the day of  
12 Paul's accident with your parents' chain saw?

13 A Yes.

14 Q Okay. Did your parents ever attempt to  
15 educate you or train you on how to operate a chain saw  
16 at any time in your life?

17 A No.

18 Q Up till today?

19 A No.

20 Q Okay.

21 MR. CALLAHAN: Excuse me. You say -- Just to be  
22 clear, his parents, do you mean Mr. McGuire and  
23 Mrs. McGuire or his father and Mrs. McGuire?

24 MR. MAST: Okay. So those are two different

1 answers, I take it?

2 MR. CALLAHAN: Yes.

3 MR. MAST: All right. So we'll go through that.  
4 We will go through that.

5 BY MR. MAST:

6 Q Well, any -- All right. Whether it's  
7 stepparents or real biological parents, we'll just put  
8 them all in one group, okay.

9 Whether it's your stepparents or real  
10 biological parents, have your parents, meaning  
11 either/or, ever attempted to train you or direct you  
12 in the proper method or way to operate a chain saw  
13 your entire life until today?

14 A No.

15 Q Okay. Might as well go through your parents  
16 then. Bill and Carolyn McGuire, are they your  
17 parents?

18 A My mother is my biological mother, Carolyn  
19 McGuire. William McGuire is not my biological father.

20 Q Okay. So William McGuire is your stepfather?

21 A Correct.

22 Q Is your father -- your natural father living?

23 A No.

24 Q Okay. When did he pass?

1 A 1996.

2 Q Okay. I'm assuming he had never did anything  
3 with you with regard to chain saws; is that fair to  
4 say?

5 A We never interacted in that way.

6 Q Okay. Did either William or Carolyn McGuire  
7 ever interact with you with regard to how to use the  
8 chain saw?

9 A No.

10 Q Okay. Are your -- So when I say parents,  
11 since your father passed and Carolyn is your natural,  
12 I'll just talk about Carolyn and William as your  
13 parents, then, okay? Is that fair to you?

14 A That would be fair to me.

15 Q Okay. Have your parents -- What was I going  
16 to ask you? Oh, what do your parents do presently for  
17 a living?

18 A They're currently both retired.

19 Q Okay. Do you know how long they'd been  
20 retired?

21 A My mother, I believe, two years now. She was  
22 employed at Intermatic --

23 Q Okay.

24 A -- in Spring Grove, and William McGuire

1 worked for last Tempest Construction, and he was an  
2 industrial commercial drywaller.

3 Q Okay. To your knowledge -- and, again, we'll  
4 probably end up deposing them soon so we'll ask them,  
5 but to your knowledge do either of your parents have  
6 any expertise or experience in operating chain saws  
7 except just, you know, doing it on their own and  
8 around the house?

9 A They never have operated. They bought that  
10 tool specifically for that -- the cutting of the trees  
11 that needed to be done on their property.

12 Q And they weren't going to use it then? They  
13 were letting --

14 A No.

15 Q -- you do it?

16 A Right.

17 Q Okay. So they -- The chain saw that you were  
18 operating at the time of Paul's accident on their  
19 property, your parents' property, that chain saw was  
20 purchased by your parents for that particular project?

21 A I wouldn't say they bought it and then do  
22 this, they bought the chain saw because they had known  
23 that there would be -- need to be work done --

24 Q Okay.

1 A -- and I later was elected to do that.

2 Q So when they purchased the chain saw -- and,  
3 again, I'll ask them these questions, but I'm  
4 wondering what your knowledge is, when they purchased  
5 this chain saw, your parents, did they purchase it  
6 knowing that you were going to use it or just that  
7 somebody else and not them were going to use it?

8 MR. BARCH: Speculation, but go ahead, objection.

9 BY THE WITNESS:

10 A I can answer that when they purchased it that  
11 they didn't solely purchase it with intent for me to  
12 use it.

13 Q Wait. I missed the beginning of that.

14 A When they purchased that, they did not solely  
15 purchase it for my usage.

16 Q Okay.

17 A They had purchased it for trimming of trees  
18 on their property --

19 Q Right.

20 A -- and then when I was elected or became the  
21 person who did the work, I used that chain saw.

22 Q I understand that. My question has one  
23 little branch more to it. My question was, did they  
24 purchase it thinking somebody else other than

1 themselves were going to operate that chain saw?

2 A You would have to ask them that question.

3 Q So you don't know?

4 A I do not know.

5 Q Okay. Fair enough. Had you known either of  
6 your parents ever to operate a chain saw before Paul's  
7 accident?

8 A Neither one of them have ever operated a  
9 chain saw.

10 Q You know that?

11 A I know that.

12 Q Okay. What kind of -- Are they still living  
13 in the same house they were living at the time of the  
14 accident?

15 A Yes.

16 Q Okay. What kind of property is that if you  
17 describe it? Is it like a small little half-acre  
18 property, or is it a larger --

19 A It's a small one, third-acre residential --  
20 what is it called? -- ranch.

21 Q Okay.

22 A Ranch home, full basement.

23 Q How many trees would you say are on their  
24 physical third-acre of property, if you had to give me

1 an estimate?

2 A I'm going to tell you.

3 Q Okay.

4 A Currently?

5 Q Yes.

6 A Ten.

7 Q Okay. Prior to the day of Paul's accident,  
8 how many trees were on that property?

9 A 12. Oh, 13.

10 Q So on the day of Paul's accident, did you  
11 take all three of those down then?

12 A I didn't take any trees down that day --

13 Q Okay.

14 A -- or during this occurrence.

15 Q Okay. I see. Just limbs?

16 A Yes.

17 Q Okay. We're going to get to that as we go  
18 here. Okay.

19 So even at the time Paul was injured,  
20 there were still 13 trees on the property?

21 A Yes.

22 Q But there were less limbs on the property, I  
23 take it then --

24 A Yes.

1 Q -- at the time of Paul's accident?

2 A Yes.

3 Q All right. Who took down those three trees  
4 on your parents' property after Paul's accident?

5 MR. BARCH: I'm going to object to the relevance,  
6 but go ahead.

7 BY THE WITNESS:

8 A Please reask the question.

9 Q All right. You said there were -- You said  
10 there are ten trees now on your parents' property?

11 A Yes.

12 Q And you said at the time of Paul's accident  
13 there were 13 trees on the property?

14 A Yes.

15 Q So I'm assuming three trees were taken down;  
16 is that right?

17 A Yes. Two were only related to that  
18 occurrence, though, and they were pine trees. The  
19 other tree that I'm saying is gone was an apple tree  
20 that was removed later by, I think, Bill. It was just  
21 a small little apple tree that was --

22 Q All right. Hold on. You're going way too  
23 far with my question.

24 A Okay.

1 Q My question is --

2 A Sorry for being all-inclusive.

3 Q It's okay.

4 A I know. I'm just apologizing.

5 Q No, you don't have to apologize, and let me  
6 just give you kind of an idea. You're being helpful  
7 and open, and I appreciate that. The thing is,  
8 though, I'm still going to have to go through those  
9 questions again as I go through this so it's not going  
10 to cut down the time. So I'm just trying to tell you.

11 A I'm in no hurry.

12 Q Okay. The three trees that were taken down  
13 since Paul's accident -- we'll get to when and all,  
14 who and all that -- who took those three trees down?

15 A I don't know.

16 Q Okay. Okay. Before the day of Paul's  
17 accident, so before June 28, 2011, had you known Paul  
18 ever to operate a chain saw?

19 A Yes.

20 Q Okay. How frequently?

21 A I don't know.

22 Q How did you know then if he operated a chain  
23 saw?

24 A I've seen him operating a chain saw.

1 Q Where?

2 A Camping, on his property, cutting telephone  
3 poles that he got for free to make use out of them.

4 Q Okay. Had you known him to operate a chain  
5 saw before the day of his accident in a fairly  
6 reasonable manner?

7 A Yes.

8 Q He wasn't, like, dangerous swinging it around  
9 or anything like that?

10 A No.

11 Q Okay. So he would operate it, would you say,  
12 in a safe manner before the day of the accident?

13 MR. BARCH: I'm going to object to --

14 BY THE WITNESS:

15 A I'm not qualified --

16 MR. BARCH: Let me object to the foundation.

17 But go ahead and answer.

18 BY THE WITNESS:

19 A I'm not really qualified to determine what  
20 safe is, I mean ...

21 Q Everyone has their own definition. I'm just  
22 asking you under your own belief of what safe is --

23 A Yes.

24 Q Let me finish the question. Under your own

1 belief of what safe is, do you believe Paul operated  
2 before the day of his accident, whatever times you saw  
3 him, the chain saw in a safe manner?

4 A Yes.

5 Q Okay. Had Paul ever seen you operate a chain  
6 saw before the day of his accident?

7 A Yes.

8 Q Where was that?

9 A Multiple times camping and also on my  
10 mother's property.

11 Q Well, let's go back then because when I asked  
12 you how many times you operated the chain saw after  
13 2004, you only described one time on your mother's  
14 property and that was on the day of the accident.

15 A Does operating -- to clarify it -- include  
16 starting or actually cutting wood? Because there's --

17 Q Fair question but you didn't -- you didn't  
18 condition it when I asked you that before so that's  
19 why I'm going back.

20 A Okay.

21 Q We can -- I'm glad to define it any way you  
22 want. I'm just -- You didn't clarify it before so  
23 that's why I'm going back.

24 A Okay.

1 Q I asked you just recently, just the past  
2 question, how many times had Paul -- I'm trying to  
3 remember the question. How many times did Paul see  
4 you operate a chain saw before the day of his  
5 accident, right? I think that was the question. And  
6 you said numerous times, I think; is that right?

7 A Yes. Paul has seen me operate a chain saw  
8 before.

9 Q Before the day of his accident --

10 A Yes.

11 Q -- on numerous occasions?

12 A Yes.

13 Q Okay. And then you were describing when and  
14 under what circumstances?

15 A Yeah.

16 Q In addition to camping, those different  
17 camping trips, he would sometimes be on camping trips  
18 with you?

19 A Yes.

20 Q And he would see you operate a chain saw  
21 during those camping trips?

22 A Yes.

23 Q And you would see him operating a chain saw  
24 during those camping trips?

1 A Yes.

2 Q Okay. And putting the camping trips aside,  
3 had Paul ever seen you operate a chain saw any other  
4 time before the day of his accident other than on  
5 camping trips? And operate, if you want to know what  
6 definition of operate is, I'm happy to tell you  
7 that --

8 A Yes, please.

9 Q -- in my view but you can define it any way  
10 you want. Operate means using the chain saw to cut  
11 wood.

12 A No, starting a chain saw and making sure that  
13 it's running. That operating I thought you meant it  
14 running, not literally using it.

15 Q Okay. So let's -- Let me ask the question  
16 again now that we have the definition.

17 A Okay.

18 Q If we define chain saw operation as operating  
19 a chain saw so as to cut wood or cut any other object  
20 I guess for that purpose, have you now, based on that  
21 definition, ever -- has Paul ever seen you operate a  
22 chain saw before the day of his accident other than at  
23 camping trips?

24 A No.

1 Q Okay.

2 A No. No.

3 Q But when I've asked you about you seeing Paul  
4 operate a chain saw, you meant and referred to him  
5 using the chain saw to cut things, right, that was  
6 your answer?

7 A I've seen him using a chain saw to cut  
8 things, yes.

9 Q Yeah, okay.

10 A Yes.

11 Q So before the day of Paul's accident, setting  
12 aside the camping trips, Paul has seen you start a  
13 chain saw to get it running but not use it?

14 A Yes.

15 Q Okay. Under what circumstances?

16 A It's good to start a piece of machinery every  
17 now and then and you may --

18 Q Where and when? What are we talking about?  
19 At your mom's house?

20 A Yeah, probably in the garage there at my  
21 mom's house.

22 Q Because they had the chain saw?

23 A No, they didn't have the chain saw then.

24 I'm -- You're talking about the chain saw that was in

1 the accident?

2 Q Okay. Let's go back.

3 A Or are you talking about chain saw in  
4 general?

5 Q Fair enough. Let me ask it this way: Did  
6 your parents purchase a chain saw to cut trees in  
7 2011?

8 A I don't know.

9 Q All right. The chain saw that you were  
10 operating --

11 A Yes.

12 Q -- at the time of Paul's accident was your  
13 parents' chain saw, right?

14 A Correct.

15 Q When did they purchase that chain saw?

16 A Shortly before the incident.

17 Q Are we talking if the accident happened  
18 June 28th, sometime in June?

19 A I wasn't there for the purchase. I wouldn't  
20 know the purchase date.

21 Q Okay. Sometime that summer, though; fair  
22 enough?

23 A Yes.

24 Q Okay. And before they purchased that chain

1 saw in the summer of 2011, did your parents own any  
2 other chain saws to your knowledge?

3 A No.

4 Q Okay. So the chain saw that Paul would have  
5 seen before the day of his accident, see you start but  
6 not operate, would be the chain saw that your parents  
7 purchased in 2011 or some other chain saw?

8 A It would be some other chain saw.

9 Q Where? Putting aside the camping trips,  
10 remember I talked, putting aside that.

11 A Yes, in my mother's garage.

12 Q Whose chain saw was it?

13 A I don't even recollect. I, you know ...

14 Q Okay.

15 A It was a piece of machine I was starting to  
16 keep it in good working order.

17 Q Okay. But it wasn't your parents and it  
18 wasn't yours?

19 A That's correct.

20 Q Okay. How many times did he see you start a  
21 chain saw but not use it under your description  
22 before?

23 A I don't know.

24 Q Couple, maybe two or three times?

1 A I don't know. I don't know.

2 Q Okay. At least once; fair enough?

3 A At least once, yeah.

4 Q Okay. All right. Have you ever used a chain  
5 saw and operated a chain saw, meaning cut things for  
6 money in your life?

7 A No.

8 Q And, I mean, whether through your employment  
9 or through somebody just giving you money to do it,  
10 you'd never done it for money; is that fair to say?

11 A That's fair to say.

12 Q Okay. The work you were doing, and we're  
13 going to slowly get into that now, but the work you  
14 were doing for your parents on the day of Paul's  
15 injury, June 2011, was that work you were being paid  
16 for or not?

17 A Yes, I was being compensated.

18 Q Okay. So doesn't that -- isn't that contrary  
19 to the answer you just gave me then?

20 A No --

21 MR. CALLAHAN: I'd just object to form.

22 BY THE WITNESS:

23 A -- because you asked if I did it before that  
24 incident.

1 Q No, I did ever. My word was ever, but I'll  
2 say it again. Look it, I just want the truth. I  
3 don't care. If you don't understand my question, I'll  
4 restate it.

5 My question before, I think, if you  
6 looked at the record, said had you ever operated a  
7 chain saw for money. Now, maybe you meant before the  
8 accident --

9 A Yes, I did.

10 Q -- but I didn't phrase it that way.

11 A Okay.

12 Q So let's go back and correct it. Okay. We  
13 can do that.

14 The question is, ever means in your  
15 lifetime. Have you ever operated a chain saw for  
16 money in your lifetime?

17 A Yes.

18 Q Okay. And was that -- the times you did it  
19 for money, was that only with your parents?

20 A That one, yep, the occurrence that we're  
21 speaking of, that was the only time that I was paid.

22 Q The day of the accident?

23 A The day of the accident.

24 Q All right. Okay. Before the day of the

1 accident, had you ever cut -- Strike that. Let me --  
2 Let me get ...

3 Before the day of your accident, had you  
4 ever cut any trees down with a chain saw or limbs,  
5 parts of trees, with a chain saw at your parents'  
6 house? Before the date of --

7 A Reask that question.

8 Q Pardon?

9 A Could you please reask that question?

10 Q Okay. Before the day of Paul's accident --

11 A Yes.

12 Q -- had you ever operated a chain saw at your  
13 parents' house, meaning to cut things?

14 A No.

15 Q Okay.

16 A No.

17 Q So the day of the accident was the first day  
18 in your life you ever operated a chain saw to cut  
19 things at your parents' house; fair enough?

20 A Yes.

21 Q Okay. All right. So I'm assuming, given  
22 that answer, the same answer would hold true for Paul.  
23 Paul never assisted and/or operated a chain saw to cut  
24 things at your parents' house before the day of his

1 accident; is that fair to say?

2 A Yes.

3 Q Okay. And I want to make sure you caught  
4 that I used the word assisted, meaning he never  
5 assisted anybody, whether yourself or anybody else, in  
6 the trimming of trees or cutting down of trees at your  
7 parents' house before the day of his accident; is that  
8 correct?

9 A That's correct.

10 Q Okay. Okay. Did Paul -- Well, let me ask it  
11 this way: How frequent in the year before the  
12 accident would Paul, to your knowledge, be visiting  
13 your parents' house?

14 A At least twice a month.

15 Q And would it be only to visit with you or  
16 would he be there sometimes when you wouldn't be  
17 there, to your knowledge?

18 A He would be there when I wasn't there.

19 Q When you weren't there?

20 A Yeah.

21 Q What was his -- and that's what I'm not sure  
22 about, what is his relationship with your parents that  
23 would make him come to your parents' house when you're  
24 not there, what's the --

1           A       He would show up assuming that I was there  
2 and knowing my mother since they worked at the same  
3 place of employment, interacted there, that he would  
4 sit and just speak with them on a friendly basis.

5           Q       Okay. So he was good friends with your  
6 parents?

7           A       Yes.

8           Q       Okay. Do you know if your parents still hold  
9 goodwill to him today or whether that has changed?

10          MR. BARCH: Speculation.

11          BY THE WITNESS:

12          A       I don't know. You'd have to ask them.

13          Q       Do you know if your parents have overheard  
14 Paul say anything that was uncomfortable or  
15 financially motivated relating to this claim at all?

16          A       No, I believe that they have not.

17          Q       Okay. And same with your wife? I think we  
18 already talked about that, right?

19          A       Correct.

20          Q       Okay. Would Paul have any reason, in your  
21 knowledge, to visit your parents when you weren't  
22 there? Now, I know he'd go there and you happened not  
23 to be there so he'd talk to them; but, I mean, was  
24 there anything that would take him to your parents'

1 house if he knew you weren't going to be there?

2 MR. BARCH: Speculation.

3 BY THE WITNESS:

4 A A friendship.

5 Q Go ahead.

6 A Friendship again.

7 Q Okay. So would there be times Paul would  
8 visit your parents' house merely to visit them and not  
9 even -- whether you're there or not?

10 A No, he would arrive there with the purpose of  
11 seeing me and me not being there, he would stay being  
12 congenial and friendly towards my mother.

13 Q Okay. And that's why I asked the other  
14 question; let me say it again. My question is, if  
15 Paul knew you weren't going to be at the house, would  
16 there be any -- ever any instance where you know that  
17 he would visit your parents' house anyway?

18 A That would be between Paul and my parents  
19 then.

20 Q So you don't know?

21 A I don't know.

22 Q Okay. That's what I was trying to get at.

23 A Okay.

24 Q Okay. Do you know if Paul ever worked at

1- your parents' house doing anything before the day of  
2 his accident?

3 A Yes.

4 Q What types of things would he do at your  
5 parents' house for work?

6 A Well, there was a large elm tree that was  
7 removed in the front yard by another provider; I do  
8 not know their name, and he said, I would like that  
9 firewood. So I helped him load it onto a large  
10 trailer and I believe that large pile of wood still  
11 sits on his property.

12 Q Okay.

13 A To some extent. He's used some of it.

14 Q What year would that have been?

15 A Just 2010.

16 Q Okay.

17 A Just before this incident where she was  
18 getting into the mode of upgrading the home, you know.

19 Q I get it. So it would have been the summer  
20 before this accident then?

21 A Yes.

22 Q Okay. So --

23 A Or it may -- it may have been that same  
24 summer.

1 Q Okay.

2 A That question would probably be better off  
3 answered by my mother.

4 Q So the answer is, I don't know the time,  
5 that's your answer when that happened? You don't know  
6 when that happened?

7 A It was before this occurrence and shortly  
8 before that.

9 Q Okay. But the work that you're describing in  
10 that answer that Paul did at your parents' house  
11 before the day of his accident was simply to collect  
12 wood that had already been cut up and pile it onto a  
13 truck to take it to his house?

14 A Correct.

15 Q Okay. So I guess my question was more  
16 designed toward did Paul do any work for your parents  
17 or for the property itself at your parents' property?

18 A Yeah, he --

19 Q Before the day of his accident?

20 A Yes, he moved a large load of wood onto a  
21 trailer removing it from their property for his own  
22 usage.

23 Q Okay. Just once?

24 A That day was the -- That day we made several

1 trips.

2 Q What day?

3 A I don't know exactly what day, that's what  
4 was in dis- -- and we were uncertain of as to right  
5 there but it was before this occurrence possibly that  
6 same summer.

7 Q All right. So this is what you're saying,  
8 you're saying before Paul's accident --

9 A Yes.

10 Q -- whether that year or the year before,  
11 there was an instance where an elm tree was cut down  
12 and Paul made one or more trips to collect the cut up  
13 wood on a pickup truck to take to his house?

14 A Correct.

15 Q Other than that, has Paul done any other work  
16 on your parents' house before the day of his accident?

17 A None that I'm aware of.

18 Q Okay. Do your parents have any experience or  
19 expertise in cutting down trees?

20 A No.

21 Q Okay. So other than hauling firewood from  
22 your parents' house on one or two occasions before the  
23 day of his accident, Paul never did any other type of  
24 errands around their house, the parents' house; is

1 that fair to say?

2 MR. BARCH: Foundation, but go ahead.

3 BY MR. MAST:

4 Q That you know of obviously.

5 A That I know of.

6 Q None?

7 A That I know of, none.

8 Q Okay. How long have your parents lived at  
9 that house?

10 A My mother, biological mother, has lived there  
11 since 1971.

12 Q And give us the address of the house so we  
13 could have that.

14 A 1016 West Elder, McHenry, Illinois 600, I  
15 think it's, 51 now. It may have changed.

16 Q Okay. And is that once -- And that's --  
17 After your father passed, that's where she was  
18 remarried and began to live there then, correct?

19 A She was remarried be- -- No, she was  
20 remarried before his passing.

21 Q I see.

22 A Yeah.

23 Q Okay. So until you moved out of the house,  
24 you had lived at that house almost your entire

1 childhood, right?

2 A I lived there until I was 30 years old.

3 Q Okay.

4 A 29. 29. 29 years old. 1999 June 1st I  
5 moved to my new residence, which I currently live at.

6 Q From your -- From about four years old,  
7 right?

8 A Yeah.

9 Q Okay.

10 A Yes.

11 Q All right. And let's take you to the day of  
12 the accident. When were you first -- Well, strike  
13 that.

14 On the day of the accident, on the day  
15 the accident occurred, came upon you, did you already  
16 know your parents had purchased a chain saw?

17 A Yes.

18 Q Okay. And do you know the purpose of why  
19 they purchased it?

20 MR. CALLAHAN: I'd just object as being asked and  
21 answered.

22 But you may answer.

23 BY THE WITNESS:

24 A I don't know. I don't know.

1 Q Okay. When did you first know that they  
2 wanted you -- your parents wanted you to cut -- do  
3 some cutting with the chain saw on their property?  
4 When did you first learn that?

5 A Actually, I offered my services to them.  
6 They had need to rebuild a shed and with the shed  
7 down, there was an opportune time for trees to come  
8 down.

9 Q What shed down, what do you mean?

10 A There was an old shed that if -- since it was  
11 taken down because it was in disrepair, planning to  
12 put up a new one, there was an opportunity to now drop  
13 these trees where there was a clear field, clear area.

14 Q Fair enough. When was that that you offered  
15 your services to cut the trees down?

16 A Two days before the occurrence.

17 Q Okay. Were you at their house when this  
18 conversation arose?

19 A Yes, I was.

20 Q Okay. Was Paul with you?

21 A No.

22 Q It was just you and your two parents?

23 A Yes.

24 Q And it was discussed -- Did you bring up the

1 issue or did they bring up the issue?

2 A Well, as I've mentioned, it was an ongoing  
3 upgrading of the property and it was just discussed  
4 that now is an opportune time to do that.

5 Q My question was, who brought up the issue, if  
6 you know, about cutting the trees down?

7 A I did.

8 Q Okay. And it was something like, Hey, now's  
9 a good time with the shed down, why don't we cut those  
10 trees down?

11 A Yes.

12 Q Something like that. Okay. And there were  
13 three trees in particular that were --

14 A Two.

15 Q All right. Let me just finish the question.  
16 My question was, there were three trees in particular  
17 to cut down and you're saying there were only two?

18 A There are three trees that since that  
19 occurrence are now gone.

20 Q Right.

21 A Two of which were involved in the occurrence  
22 which were pine trees.

23 Q When you say involved in the occurrence, what  
24 do you mean?

1           A       The ones that were being trimmed up, that  
2 were being considered to be removed at that time.

3           Q       Okay. So let's go back to the conversation  
4 two days before Paul's accident when you brought up  
5 the issue of cutting the trees down, was the topic of  
6 cutting the trees down involving only two trees at  
7 that point?

8           A       Yes.

9           Q       And they were pine trees?

10          A       Yes.

11          Q       Okay. And how tall were the pine trees?

12          A       I would -- In my best guesstimate, I would  
13 say 50 feet tall.

14          Q       Both of them?

15          A       Yes.

16          Q       And they had been on the property ever since  
17 you knew?

18          A       Yes. I watched my mother plant them herself.

19          Q       Oh, okay. So when you were a very young  
20 child?

21          A       Yes.

22          Q       Okay. And what necessitated that they be  
23 removed given the rebuilding of the shed?

24          A       At that time they had become large and an

1 overburden.

2 Q Just taking up a lot of space --

3 A Yes.

4 Q -- and in the way?

5 A Yes. Hanging over the area adjoining  
6 neighbors. They were a nuisance. They needed to come  
7 down. They weren't decaying at all, but they were --  
8 they were too full.

9 Q So would the trees have been about over  
10 25 years old then at the time?

11 A Yes. Yes.

12 Q But they were in good health?

13 A Yes.

14 Q So it was elective in taking them down, not a  
15 necessity, correct?

16 A It was a necessity as to -- Well, that was  
17 the opportune time. I mean, as I said, the shed was  
18 gone, so ...

19 Q I get it. I'm saying elective meaning that  
20 they didn't have to be taken down for the safety of  
21 anybody, they were being taken down more for  
22 convenience's sake; fair enough?

23 MR. CALLAHAN: If you know.

24

1 BY THE WITNESS:

2 A I don't know. I don't -- I don't really know  
3 at what point they chose to. I suggested that they  
4 come down and they chose to have me take them down.

5 Q Were they being taken down for any safety  
6 reason?

7 A No.

8 Q Okay. The third tree, what kind of -- The  
9 third tree that was taken down after Paul's accident,  
10 what kind of tree was that?

11 A It was an apple tree.

12 Q And that tree being taken down, at least in  
13 your view, had nothing to do with the shed issue then,  
14 right?

15 A Nothing at all.

16 Q Right?

17 A Yes.

18 Q Okay. And that's why you described earlier  
19 in the deposition the two trees, the two pine trees,  
20 were taken down in relation to this accident because  
21 you were taking trees down at the time of the accident  
22 or at least the intent was to take trees down at the  
23 time of the accident to make room for the shed?

24 A No, the shed was already standing before

1 that. It was torn down because it was in disrepair.  
2 It being torn down, it seemed as though it was an  
3 opportune time to take down these trees that were  
4 large and overgrown.

5 Q Okay. So you said, Hey, why don't we take  
6 down the trees now. It's a good time to take down the  
7 two trees, and they said yes, right?

8 A Yes.

9 Q Okay. Did you tell them how long it would  
10 take to do the work?

11 A No.

12 Q Did they offer you to pay you -- Did they  
13 offer to pay you some money to take the two pine trees  
14 down?

15 A Yes.

16 Q How much?

17 A It was a matter of hourly wage, \$15 an hour.

18 Q Was there any scope discussed as far as how  
19 long it was going to take you to do the work?

20 A No.

21 Q Any time frame on how long it would take you  
22 to do it?

23 A No.

24 Q And the scope of the work that at least as

1 discussed was just taking the two pine trees down,  
2 correct?

3 A Yes.

4 Q All right. And that would include the limbs,  
5 cutting it up into wood, and then hauling it off the  
6 property?

7 A Not hauling it off the property; that's why I  
8 was cutting up the limbs to stack it on the property.

9 Q Okay. So that -- Just fair enough. I just  
10 want to get the scope of it. The scope was cutting  
11 the tree down, including all limbs and parts of the  
12 trees, the two trees, and getting them cut up into  
13 stacks and then stacking the wood?

14 A Yes.

15 Q And then that would be the end of the work?

16 A Yes.

17 Q Okay. And it only involved those two pine  
18 trees, right?

19 A Yes.

20 Q Are you aware of any photographs that show  
21 those pine trees before they were cut?

22 A No.

23 Q Or during them being cut?

24 A No.

1 Q Or after they were cut?

2 A No.

3 Q Or how they are today?

4 A No.

5 Q Okay. Once you discussed two days before  
6 Paul's accident doing the work and how much you were  
7 going to get paid, what was the next step in your  
8 preparation for doing the work?

9 A I by myself trimmed the trees up to about  
10 40 --

11 Q No. No. You went -- You jumped too far  
12 ahead. Let me just -- I said the next step. So the  
13 next step would be two days later showing up on the  
14 property, getting ready to cut them off then, I'm  
15 assuming, right?

16 A Mm-hmm.

17 Q Yes?

18 A Yes.

19 Q Did you do anything in the interim to  
20 prepare, like go buy a set of gloves or something?  
21 I'm just trying to find out what you had to do.

22 A No.

23 Q Okay. When you cut trees of this size and  
24 nature down, do you have to wear goggles?

1 A I suppose that a person should.

2 Q Did you?

3 A No.

4 Q Did you wear a helmet?

5 A No.

6 Q Gloves?

7 A Yes. Yes.

8 Q Okay. Work gloves?

9 A Yes.

10 Q Boots?

11 A I can't recollect if I was wearing boots or  
12 shoes that day.

13 Q Okay. Any other type of particular things  
14 that you would wear specific to cutting trees down?

15 A No.

16 Q Other than gloves and clothes?

17 A No.

18 Q No. Okay.

19 Who decided the day that you were going  
20 to start the work?

21 A I did.

22 Q Okay. Did you just show up out of the blue  
23 or did you say, I'll be back in two days to start the  
24 work?

1           A     I said that I'll be back and start the work  
2 on a pre- -- on the day, you know, the day I began --

3           Q     Okay.

4           A     -- which is two days before Paul's -- the  
5 incident happened.

6           Q     Right. So we're two days before the  
7 accident, you talked about what you were going to do,  
8 how much it was going to cost, blah-blah-blah, and  
9 then did you say, I'll come back in two days to start  
10 the work, or how was it decided when you were going to  
11 start the work?

12          A     It's my mother. It's kind of a free -- You  
13 know, it isn't like I've got to show up for work at  
14 10:00 o'clock. It wasn't really decided. I showed up  
15 at my own accord and began to work.

16          Q     That's all I'm asking you.

17          A     And then I --

18          Q     That's fine. So you showed up when you  
19 wanted to, right?

20          A     Yes.

21          Q     Okay. So there wasn't any preset day that  
22 you were going to start the work?

23          A     No.

24          Q     Is that correct?

1 A That's correct.

2 Q Okay. And when you showed up on June 28,  
3 2011, was that the only thing you were going to do  
4 there that day at your parents' house is cut those two  
5 trees down?

6 A That day that I showed up, I was only going  
7 to trim the branches off of the trees.

8 Q Prepare them for, like, the next day's work  
9 of starting to cut them down?

10 A Yes.

11 Q Okay. Were there a lot of branches on each  
12 tree?

13 A Yes, it's a pine tree.

14 Q Okay.

15 A There's many branches on pine trees.

16 Q And the branches can get thick as well,  
17 right?

18 A Thick by way of ...

19 Q By way of being just thick.

20 A Diameter?

21 Q Yeah.

22 A No, not really. Branches --

23 Q I mean, we're not talking like a half an inch  
24 around. We're talking they can be several inches

1 around even on the branches.

2 A There were no limbs on that tree that were  
3 probably over 3 inches in diameter.

4 Q Okay. Fair enough. Let me ask that then,  
5 just it sounds like you have some understanding. Of  
6 the two trees, how many trees would you say were about  
7 3 inches in diameter on both trees?

8 A How many branches?

9 Q Were 3 inches in diameter at one side or one  
10 end?

11 A Between the two trees?

12 Q Yep.

13 A Six.

14 Q Okay.

15 A The lowermost were the thickest.

16 Q And were you going to start at the bottom and  
17 go up or start at the top and go down?

18 A Start at the bottom and go up.

19 Q Okay. So if the first day of work -- And  
20 that was the day Paul was injured, the first day of  
21 work, right?

22 A No. The first day of work that I performed  
23 on those trees was the day before Paul showed up. I  
24 had already cut down all the limbs off the trees.

1 Q All right. Hold on. You're going too fast  
2 so --

3 A Okay.

4 Q -- let's slow down a little bit. You showed  
5 up two days after speaking to your parents to work so  
6 that would have been the day before Paul's accident?

7 A Yes.

8 Q Okay. So that would have been the 27th?

9 A Yes. It was preparatory work, you know ...

10 Q I understand that, but I want to go step by  
11 step. So on June 27 you show up at your parents'  
12 house?

13 A Yes.

14 Q Which is two days after you first talk to  
15 them about this and you showed up to do the  
16 preparatory work?

17 A Yes.

18 Q Okay. And how long were you on their  
19 property that day, on the 27th?

20 A Four hours.

21 Q And what did you do during that four hours on  
22 the 27th?

23 A I trimmed branches up to about 40 feet on  
24 both trees.

1 Q Up?

2 A Up. From the bottom going up.

3 Q You've got to let me -- We've got to go back  
4 and forth with this because I'm not going to  
5 understand you. You're saying from the ground up  
6 40 feet high you trimmed all the trees off of those  
7 two trees -- all the branches off those two trees on  
8 June 27th?

9 A Yes.

10 Q And they were now all on the ground, those  
11 limbs?

12 A Yes.

13 Q Correct?

14 A Yes.

15 Q How many limbs are we talking?

16 A I don't know.

17 Q Like 30, something like that?

18 A I would say more than that. You're talking  
19 about 40 or 50 feet and if a pine tree has a limb at  
20 every foot or so, you can pretty much figure out it  
21 probably would be more like hundreds.

22 Q Hundreds of limbs?

23 A Yeah.

24 Q Okay. Varying sizes?

1 A Yes.

2 Q Okay.

3 A Decreasing in diameter as we went higher, of  
4 course.

5 Q Okay. And did you work by yourself on that  
6 day, the 27th?

7 A Yes.

8 Q So Paul was not on the property on that day,  
9 correct?

10 A Correct.

11 Q By the time you were working on the property  
12 on June 27th, 2011, did Paul know the work you were  
13 doing?

14 A I don't know.

15 Q Okay. When did you first talk to Paul about  
16 what work you were going to do on your parents' house  
17 with these trees in June?

18 A On the 28th I had made my travels to my  
19 mother's house after doing the preparatory work on the  
20 27th, and I figured that Paul, since he was sitting  
21 idle and unemployed and we worked together on trees  
22 before, that he would possibly want to give a hand in  
23 helping me to get rid of the scrub that was already on  
24 the ground.

1 Q So you called him?

2 A I stopped by his home.

3 Q Before getting to your parents' house?

4 A Yes.

5 Q And was Paul home?

6 A Yes.

7 Q And did you say, Hey, I'm cutting some trees  
8 down at my parents', do you want to help clean some of  
9 it up?

10 A That's what I said.

11 Q Okay. Did you say anything else differently  
12 than what I've just said?

13 A No, basically would you like to give a hand  
14 at my mother's property to help me clean up the brush  
15 I cut down.

16 Q Now, my assumption, you can correct me if I'm  
17 wrong, but at least that conversation at Paul's house  
18 the day of his accident, my assumption is you weren't  
19 asking him to help you cut the tree down, but you were  
20 helping him deal with what was already cut?

21 A Yes.

22 Q Okay.

23 A Our intentions that day were not to take the  
24 trees down; it was to clean up the brush on the ground

1       itself that I already cut the day before.

2           Q       Was your intention on that day, the 28th, to  
3 do any use of the chain saw?

4           A       Yes.

5           Q       Okay. You were going to cut up the limbs  
6 that were already on the ground?

7           A       Yes.

8           Q       Had you begun to cut any of the limbs on the  
9 ground the day before?

10          A       The larger ones I had already cut on my own  
11 into sections.

12          Q       On the 27th?

13          A       On the 27th, yeah.

14          Q       Okay.

15          A       And then realized I'm going to need help.

16          Q       Okay.

17          A       You know, there's a lot here.

18          Q       So the 27th now, the four-hour work you --

19          A       Yeah.

20          Q       -- the four-hour work you did on the 27th  
21 included trimming up 40 feet on each tree and then  
22 trimming up some of the larger limbs that are on the  
23 ground now cutting them up?

24          A       Yes.

1 Q Okay. Then you get to the 28th and realize  
2 this is a pretty big amount of work to do, you could  
3 use some help?

4 A Yes.

5 Q Okay. And what specific task did you expect  
6 Paul would be needed to do at your parents' house when  
7 you spoke to him that morning before going to the  
8 house?

9 A There was really no outline. I just simply  
10 went to a friend's house and asked him if he'd like to  
11 help me with my chores that I was doing that day. I  
12 told him it was brush that was on the ground, and I  
13 would like to cut it up for firewood or just to get --  
14 consolidate it into a pile so it could be stacked.

15 Q Were you planning on him using the chain saw  
16 at all?

17 A No.

18 Q Okay. You were going to be the one to use  
19 the chain saw?

20 A Yes.

21 Q And did he ever use the chain saw that day?

22 A No.

23 Q Okay. And I mean the day of his accident, he  
24 never used a chain saw?

1           A       Correct, he did not use the chain saw on the  
2 day of his accident.

3           Q       Okay. All right. Now, when you use the word  
4 brush, having Paul help you clean up brush, you mean  
5 the limbs that are on the ground that you cut the day  
6 before, right?

7           A       Yes.

8           Q       Okay. Not just a bunch of leaves and stuff.  
9 It was the limbs, the actual limbs themselves?

10          A       The actual limbs, yes.

11          Q       So the assistance that Paul was going to give  
12 since he wasn't going to be using the chain saw the  
13 day of his accident, was that to hold the limbs while  
14 you cut them up?

15          A       It wasn't intended to be that way and I  
16 didn't direct him to do so. We just kind of got to  
17 work and that's the technique that we both were  
18 comfortable with --

19          Q       Okay.

20          A       -- and then from there moved forward with  
21 doing that.

22          Q       Fair enough. So the morning of Paul's  
23 accident before you got to your parents' house when  
24 you went to Paul's house to talk to him, you didn't

1 talk details, you just said, Hey, Paul, I need some  
2 help cutting up some brush at my parents' house, can  
3 you give me a hand?

4 A Yes.

5 Q Okay. And he said yeah?

6 A He said yes.

7 Q Did you work on any arrangement where he  
8 would get paid or was it just for him to volunteer?

9 A At that time there was no questions about  
10 money.

11 Q Okay. What was your assumption then, if you  
12 had any?

13 A That maybe we can get the job done before the  
14 day was over.

15 Q So all the limbs that you had already cut  
16 that were on the ground, which you described as maybe  
17 hundreds, hundreds in plural --

18 A Mm-hmm, right.

19 Q -- you were hoping to at least get those all  
20 cut up that day?

21 A Yes.

22 Q Okay. And what was your assumption as far as  
23 what, if anything, you were going to pay Paul, if you  
24 were going to pay him anything? I don't know.

1 A Equal to what I was being paid, \$15 an hour.

2 Q Oh, so your parents were going to pay now  
3 both of you \$15 an hour?

4 A I was assuming that they would.

5 Q Okay. Did they ever agree to before Paul's  
6 accident?

7 A No.

8 Q Okay. Had you ever talked to Paul about that  
9 arrangement before his accident?

10 A No.

11 Q Okay. That was just your -- kind of your --

12 A Yeah, I was going to --

13 Q Hold on. Hold on. Let me finish the  
14 question. That was just your kind of own assumption?

15 A Yes.

16 Q Okay. Did Paul leave with you to go to your  
17 parents' house or did he come at a different time in a  
18 different vehicle?

19 A He came about a half-hour after I had asked  
20 him to in his vehicle. Could have been more.

21 Q Okay.

22 A Somewhere between a half-hour and an hour  
23 before he arrived.

24 Q Fair enough. What time did you arrive at

1 your parents' on the day of Paul's accident on the  
2 28th?

3 A 10:00, 11:00 o'clock. Before noon.

4 Q Okay.

5 A That's the best I can recollect.

6 Q Okay. And how long did you anticipate it was  
7 going to require both you two to cut up these trees as  
8 you said completely?

9 A I have no --

10 Q These limbs. I'm sorry.

11 A I had no estimate in my mind or need to  
12 construct one. I just was going to work with a friend  
13 and get the job done.

14 Q Okay. Were you expecting, though, that it  
15 would be done that day?

16 A I was hoping. I wasn't expecting.

17 Q Okay. Okay. So if you arrived from 10:00 to  
18 11:00 sometime that day of Paul's accident, you're  
19 saying Paul would arrive somewhere around 10:30 to  
20 11:30?

21 A Yes.

22 Q And he arrived alone in his car?

23 A Yes.

24 Q Okay. And we're going to have to use some

1 kind of time frame that we can agree on even though  
2 we're not sure just so that we can do the  
3 chronological order of things here. So if we assume  
4 that -- and, again, I know this is just an assumption  
5 but just for the purposes of figuring out when things  
6 happened, if we assume you arrived at 11:00 and Paul  
7 arrived at 11:30, okay?

8 A Mm-hmm.

9 Q All right?

10 A Yes.

11 Q How soon after Paul arrived at 11:30 would  
12 his accident have occurred?

13 A I believe about an hour.

14 Q So if he arrived at -- If Paul arrived at  
15 11:30, his accident happened around 12:30; fair  
16 enough?

17 A Yes. Or if arriving at 10:30, the accident  
18 happened at 11:30.

19 Q I get it. I get it. We can do that, I'm  
20 just -- I want to get the chronological time frame.  
21 So if we assume you get there at 11:00, Paul got there  
22 at 11:30, his accident happened around 12:30; fair  
23 enough?

24 A Yes.

1 Q Okay. And when Paul's accident occurred, he  
2 was in the midst of helping you cut up these trees,  
3 right?

4 A Yes.

5 Q Okay. Other than you and -- Were you also in  
6 the midst of cutting down -- helping cut up the trees?

7 A Yes, I was -- Yes, when he showed up, I was  
8 already in the process of working.

9 Q All right. So when Paul's accident occurred,  
10 both of you were working together to cut up these  
11 trees?

12 A Yes.

13 Q Was anyone else working with you two?

14 A No.

15 Q Was anyone else watching you two?

16 A No.

17 Q Were your parents in or out of the house  
18 during the time that Paul had arrived up to the time  
19 of his injury?

20 A They were in the house.

21 Q Okay. Do you know if your parents even knew  
22 Paul was over?

23 A Yes, they did because when I arrived I told  
24 them that Paul would be coming over to help me.

1 Q Okay. And that's fine but that's not quite  
2 what I was asking. Do you know if your parents knew  
3 he was actually on the property at the time of the  
4 accident?

5 A Yes, they did know that he was on the  
6 property.

7 Q How did they know that?

8 A Because his vehicle was parked outside and  
9 they could visually see that his vehicle was there.

10 Q Okay. And they can connect the dots; I get  
11 it.

12 A They see him. Okay. Sorry.

13 Q I can't talk while you're talking. Let me --

14 A I know.

15 Q My question was, at the time of Paul's  
16 accident do you know if your parents were aware that  
17 he was on their property? Even they could have looked  
18 out and saw the car, I get it, but do you know if they  
19 were aware?

20 A I don't know.

21 Q Okay. Do you know anyone that was aware Paul  
22 was on your parents' property at the time of his  
23 accident other than you?

24 A No, I do not know.

1 Q Okay. Were there any visitors or witnesses  
2 to the work on the property at your parents' house for  
3 the hour Paul was there leading up and at the time of  
4 his accident?

5 A No.

6 Q Okay. So the only witnesses you're aware of  
7 of the circumstances leading up to the accident and  
8 Paul's accident itself, the only witnesses to that are  
9 you and Paul, right?

10 A Correct.

11 Q Okay. All right. Now, I've got to ask a few  
12 questions that -- don't take it personally but these  
13 are just questions we always ask in these depositions  
14 of witnesses, okay? So it's nothing against you, it's  
15 just we always ask these.

16 Any alcohol to drink that day?

17 A I don't drink alcohol.

18 Q Okay. Any medications?

19 A None.

20 Q Any drugs anyway?

21 A No.

22 Q Any type of drugs?

23 Paul, same question for Paul, if you  
24 know, drugs, alcohol?

1           A     Paul's not a drinker to my knowledge, and I  
2 wouldn't know about any prescribed drugs because I'm  
3 not him.

4           Q     Okay. Did Paul seem to be acting normal  
5 leading up to the time of his accident?

6           A     Yes.

7           Q     Were you having any internal stressors or any  
8 problems internally for you at the time of this?

9           A     No.

10          Q     Okay. Were your parents keeping any type of  
11 watch over the work you were doing to kind of see how  
12 things progressed?

13          A     No.

14          Q     Okay. So the -- from the beginning to the  
15 end, the work that was being done by you to cut the  
16 trees up was done under your own supervision, under  
17 your own control?

18          A     Under my supervision.

19          Q     Yeah. Was anybody telling you what to do and  
20 how to do it?

21          A     No.

22          Q     Were your parents in any way telling you how  
23 to do things as far as cutting up the trees?

24          A     No.

1           Q     How you did it, the method and means for  
2 cutting up the trees, was that done under -- by your  
3 own control and your own decisions?

4           A     By my own decisions.

5           Q     Okay. The manner in which the work was being  
6 done at the time of this accident, was that done in  
7 the manner that you wanted it to be done?

8           A     Until Paul arrived.

9           Q     Okay. How about when Paul arrived, did he  
10 change things?

11          A     He chose -- He chose to take up his own  
12 technique or helping, and I went along with it because  
13 we worked together in a good fashion for so many years  
14 previous to that.

15          Q     Leading up to the time of his accident, okay,  
16 was Paul doing anything wrong working at the property?

17          A     No.

18          Q     Okay. Was he doing everything appropriately?

19          A     It seemed so.

20          Q     Okay. And did you have to criticize him or  
21 instruct him to do things differently because you were  
22 not happy with the way Paul was doing his work leading  
23 up to the time of his accident?

24          A     No, I gave no instruction basically to him.

1           Q     You left it up to him to do the best for him  
2 and you did the best for you?

3           A     We've worked well together in the past.  
4 There was no need for instructions. It was a mutual  
5 understanding of two men working together.

6           Q     Okay. But is my question correct, you left  
7 Paul to work appropriately under his own control and  
8 you were to work appropriately under your own  
9 control --

10          A     Yes.

11          Q     -- correct?

12          A     Yes.

13          Q     Okay. And leading up to the time of Paul's  
14 accident, did you notice Paul doing anything unsafe or  
15 wrong in your view?

16          A     No.

17          Q     Leading up to the time of the accident, did  
18 you believe you were doing anything unsafe or wrong in  
19 the process of the work leading up to Paul's accident?

20          A     No.

21          Q     Okay. When Paul was -- Well, Paul was  
22 eventually cut by your chain saw, correct?

23          A     Paul was cut by a chain saw.

24          Q     A chain saw that you were using and

1 operating, right?

2 A Correct.

3 Q Okay. I said your chain saw and you're  
4 probably saying well, it wasn't my chain saw; that's  
5 what you're thinking, right?

6 A That's correct, yeah.

7 Q Okay. But it was -- When I meant your chain  
8 saw, I meant the chain saw you had control of,  
9 correct?

10 A Then that's what I'll agree to, yes.

11 Q All right. So you're agreeing and accepting  
12 the fact that Paul was, during the process of working  
13 at your parents' house, cut by a chain saw while you  
14 were holding the chain saw and while it was running,  
15 correct?

16 A Yes.

17 Q Okay. And -- Oh, here it is. I was looking  
18 all around for these; they're right in front of me.

19 These photographs were marked during  
20 Paul's deposition, okay? All right?

21 A (Nodding.)

22 Q You have to answer a word.

23 A Yes.

24 Q All right. Do you know, without looking at

1 the photograph, where Paul was cut by the chain saw  
2 you were operating at the time of his accident on  
3 June 28, 2011, on his body, where?

4 A Yes, exactly where.

5 Q Where?

6 A On his right forearm.

7 Q Okay.

8 A (Indicating.)

9 Q Is that the only place he was cut?

10 A Yes.

11 Q Okay. I'm going to show you a photograph. I  
12 just want to make sure it's the same injury that he  
13 talked about, okay?

14 MR. CALLAHAN: Can I take a look? Thanks.

15 BY MR. MAST:

16 Q We've got what's marked as Exhibits 2A, 2B,  
17 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, okay?

18 A Yes.

19 Q These aren't all I'm going to ask you about  
20 but the first page, 2A, does that appear to show his  
21 right arm and the scarring where he was cut by the  
22 chain saw you were operating at the time of his  
23 accident?

24 A Yes.

1 Q Okay. Is that the only spot he was cut shown  
2 in this photograph?

3 A Yes.

4 Q Okay. And maybe you can't tell on 2B, but I  
5 think that's the same injury. Can you tell?

6 A Sure looks good to me.

7 Q Looks like the same one?

8 A Yeah.

9 Q Okay. How about 2C, does that look like the  
10 same injury?

11 A Yes, it does.

12 Q 2D. If he has his hand down to his right, it  
13 would be on the backside of the --

14 A Yes.

15 Q -- forearm, correct?

16 A Yes.

17 Q And that's where it shows on 2D?

18 A Yes.

19 Q And that's the injury that was caused by the  
20 chain saw you were operating at the time of the  
21 accident?

22 A Yes.

23 Q Okay. All right. So Paul arrived about a  
24 half an hour to your parents' house after you arrived

1 on June 28, 2011, right?

2 A Yes, about a half an hour.

3 Q And by that time, when Paul arrived at your  
4 parents' house, you had already been working?

5 A Yes.

6 Q Okay. So you had the chain saw in hand and  
7 you were cutting things or not?

8 A No.

9 Q What were you doing?

10 A I was sorting.

11 Q You were what?

12 A Sorting the branches. When you have pine  
13 trees, they get snagged, snarled, and tangled  
14 together. I was placing them so that they could be  
15 fed in a safe manner as, you know, to lift it up and  
16 to work with it.

17 Q Okay. What was the manner which you wanted  
18 to use to -- Well, strike that.

19 Having Paul come and assist you, did you  
20 have an expected manner in which you preferred to have  
21 him assist you?

22 A No.

23 Q So you just left it up to him to decide?

24 A Well, he showed up and as I had said, we just

1 worked well together. We understood one another.

2 Q But my question was --

3 A I didn't specifically have any expectations  
4 or did I direct him to do anything.

5 Q So my question then was, did you just leave  
6 it up to him to decide what to do and how to help you  
7 or did you have to tell him, Hey, hold that branch.  
8 I'll cut that branch?

9 A I left it up to him.

10 Q So how would he know what branch you wanted  
11 to cut unless you told him what branch to cut?

12 A He didn't cut. He held.

13 Q How did he -- I'm sorry. I didn't say it  
14 right. How did he know what branch to hold unless you  
15 told him what branch to hold?

16 A I didn't tell him. He chose --

17 Q How would he know then is the question.

18 A You'd have to ask him. I don't know.

19 Q Well, was he supposed to just guess what  
20 branch to hold on to?

21 A There was no guessing, but ...

22 Q How was he going to know then?

23 A Because we've done this before. We've  
24 watched each other work. We've worked with tools

1 before in the past.

2 Q Okay. But that's not my question, okay?  
3 We're hoping that he's going to hold the branch you're  
4 going to end up cutting, right, the same branch?

5 A I never intended him to hold the branch.

6 Q Okay.

7 A He chose to hold the branches.

8 Q All right. So you're telling me -- Well,  
9 what work were you wanting Paul to help you with then?

10 A There was moving material, there was stacking  
11 wood, there was raking the ground.

12 Q Moving material, stacking what?

13 A Stacking wood.

14 Q Okay.

15 A And raking.

16 Q Was there a rake available?

17 A Was there a rake available?

18 Q Mm-hmm.

19 A Yes.

20 Q Okay. Stacking wood meaning after it's all  
21 cut up into little foot pieces, you would stack them  
22 up --

23 A Into 18 inch pieces.

24 Q -- to store them, correct?

1           A     Into 18 inch pieces and then stack, yeah.

2           Q     You're doing fine but please let me finish my  
3 question before you get to the answer, okay, because  
4 we're going to have a hard time if we don't have  
5 separation, okay? So maybe give me one beat after I'm  
6 done and then give me your answer, okay?

7                     Moving material meaning what?

8           A     Once it's cut, to stack it and then to clean  
9 up the area where we were working.

10          Q     All right. So moving material, stacking the  
11 wood, and raking up the debris, those were the three  
12 things you envisioned Paul was going to assist you  
13 with?

14          A     Yes.

15          Q     Okay. Before Paul arrived at the property,  
16 were you envisioning that he was going to help hold  
17 some of the branches so you could cut them?

18          A     No.

19          Q     That was not even in the back of your mind?

20          A     No.

21          Q     Okay. Did you not want Paul to help hold the  
22 branches or you just didn't know if he was going to or  
23 not?

24          A     I didn't know that he was going to do that.

1 Q Okay.

2 A No.

3 Q Did you want him to hold the branches or did  
4 you not want him to hold the branches or did you not  
5 care?

6 A It wasn't a matter of not caring. He chose  
7 to and then we went with it.

8 Q Okay. So was that appropriate for you that  
9 he hold the branches for you then?

10 A It seemed to be appropriate at the time.

11 Q Okay. I'm just trying to find out whether he  
12 was holding these branches --

13 A I understand.

14 Q Hold on. Hold on. I'm trying to find out  
15 whether he's holding these branches against your will  
16 or not. Obviously there was some --

17 A No, he was not holding them against my will.  
18 He was helping --

19 MR. CALLAHAN: Wait until he finishes the  
20 question.

21 THE WITNESS: Okay. I thought he was finished.  
22 BY MR. MAST:

23 Q So he was holding the branches ultimately and  
24 eventually with your acceptance and permission; fair

1 enough?

2 A Acceptance, yes.

3 Q Well, if you didn't permit him to do it, you  
4 would have told him not to, right?

5 A I don't control Paul's hands nor did I direct  
6 him to do it at that time. He chose to pick them up  
7 and we both started working together and that's the  
8 method we chose. It wasn't like hey, this is right or  
9 wrong; we just went to work.

10 Q I understand. This is what I'm saying, if  
11 Paul did something you didn't want him to do, you  
12 would tell him not to do that, I assume, right?

13 A I suppose, yeah.

14 Q Okay.

15 A Yes.

16 Q Did you ever have to tell Paul not to do  
17 something before he got hurt and got cut by the chain  
18 saw?

19 A No.

20 Q Okay. So up to the time that Paul got hurt,  
21 he was doing the work in a way that was okay to you,  
22 correct?

23 A Yeah.

24 Q Okay.

1 A Yes.

2 Q And he was doing the work in an appropriate  
3 way to you, correct?

4 A Appropriate?

5 Q Yes.

6 A To me?

7 Q Right.

8 A Acceptable. I don't know about appropriate.  
9 If you want to look up what is the definition of  
10 appropriate.

11 Q Okay. You just don't know what the word  
12 means. Okay. Because I can -- I can use a different  
13 word.

14 A Oh, no, I know what the word means, it's the  
15 way you're using it. You're telling me that I deemed  
16 it appropriate that his actions what he was doing  
17 without me telling him to do anything different were  
18 okay or not okay, and what I'm saying is that it was  
19 two friends -- Let me just have one moment.

20 Q Go ahead.

21 A And it was two friends working together who  
22 have worked in similar situations, and I guess our  
23 assumption in it was that we knew what we were doing,  
24 the both of us. I didn't think that Paul would

1       jeopardize himself or me and likewise.

2               Q       Okay.

3               A       That's where we were at.

4               Q       So my question is, was Paul doing everything  
5 leading up to the time he was hurt in an acceptable  
6 fashion to you?

7               A       Yes.

8               Q       Was he doing anything inappropriate before he  
9 got hurt?

10              A       No.

11              Q       Okay. Had he been doing -- Had Paul been  
12 doing something inappropriate prior or at the time he  
13 got hurt, you would have told him not to do that,  
14 correct?

15              A       Again, inappropriate, I don't under- --

16              Q       Okay. If he was doing something unsafe, you  
17 would have told him not to do something unsafe,  
18 correct?

19              A       That wasn't even really considered. It  
20 wasn't -- I'm honestly telling you that it wasn't a  
21 thought in my mind at the time.

22              Q       I'm not asking you if you considered it. If  
23 you can say -- Hold on. Wait. You stopped. Let me  
24 go. If you don't know, you can just say I don't know

1 but the question is if Paul was doing something  
2 unsafe, would you have told him or directed him not to  
3 do something unsafe?

4 A Yes.

5 Q Okay. That's all I'm asking. So your  
6 testimony is that you never told Paul once what to do  
7 prior to his injury on that property, correct?

8 MR. CALLAHAN: I just object as to form of the  
9 question.

10 BY MR. MAST:

11 Q Is that correct or not?

12 MR. CALLAHAN: You may answer.

13 BY THE WITNESS:

14 A Ask the question again, please.

15 Q My under- -- Strike that.

16 Did you ever tell Paul what to do or how  
17 to do it before he got hurt by being cut by the chain  
18 saw on the date of his accident --

19 A No, I did not.

20 Q -- at your parents' house? Huh?

21 A No, I did not.

22 Q Never told him what to do?

23 A No.

24 Q Never told him how to do it?

1           A     No.

2           Q     Okay.  So when he first arrived at, let's  
3 say, 11:30, what was the first thing he did?

4           A     He was watching me sort the branches and  
5 said, What can I do to help?  And I said --

6           Q     Let's go step by step.  Okay.  So he was  
7 watching you sort branches, right?

8           A     Yes.

9           Q     Okay.  I want to go just step by step now  
10 because we're going to get toward the accident and I  
11 don't want to go too fast, okay?

12          A     Okay.

13          Q     So let's go step by step here.  He got there.  
14 You were sorting branches.  You mean putting them in  
15 piles?

16          A     No.  They were already in a pile and as I had  
17 mentioned earlier, pine, when you cut it, it needs to  
18 be addressed or orientated.  If you put branches like  
19 this, it's going to pull out unsafely.  So if you  
20 stack them with the cut ends like this, you can easily  
21 pull them off one another.

22          Q     Okay.

23          A     That's why I was sorting, so that it would  
24 go ...

1           Q     I got it.  Sorting branches.  Paul gets there  
2 and says, Can I help, right?

3           A     How may I help.

4           Q     How may I help.  Okay.

5                     And what do you say?

6           A     I said, Well, I'm sorting branches.  I guess  
7 you can start by doing that.

8           Q     Okay.  So you had him start sorting branches  
9 with you then?

10          A     Yes.

11          Q     Okay.  And how long was he sorting branches  
12 with you?

13          A     Maybe another 15 minutes after I had spent  
14 some time doing it myself.

15          Q     All right.  So -- Got you.  So now we're at  
16 about -- and I know these are just guesstimates, but I  
17 just want to get a chronology.  We're at about 11:45  
18 now, okay?

19          A     Mm-hmm.

20          Q     Yes?

21          A     Yes.

22          Q     What happens next?

23          A     The piles were sorted, time went by and chose  
24 to start cutting the branches up.  At first we had

1 placed them on these horses.

2 Q Well, wait. You're going into detail now. I  
3 want to go step by step. The next step; that's all I  
4 asked.

5 A Okay.

6 Q The next step was to start cutting the  
7 branches up?

8 A Yes.

9 Q Okay. Who decided to start cutting the  
10 branches up? Was that your decision?

11 A Yes.

12 Q Okay. So after the piles were sorted, you  
13 said, Let's start cutting the branches, right?

14 A Yes.

15 Q Okay. And did he say, Can I help?

16 A He was there to help. I don't recollect if  
17 he specifically said --

18 Q Okay.

19 A -- that.

20 Q So when you started cutting the branches,  
21 what was Paul's task during the cutting of the  
22 branches?

23 A To put them on the horses.

24 Q The sawhorses?

1 A Yeah.

2 Q How many sawhorses do you have?

3 A There was two there.

4 Q And how far apart were they spaced?

5 A Four feet.

6 Q And were you going to be putting them on the  
7 sawhorses too or was that only what Paul was going to  
8 do?

9 A That's what Paul was going to do, remove them  
10 from the sorted piles onto the sawhorses.

11 Q And when he puts them on the sawhorses, you  
12 were going to cut them up with a chain saw?

13 A Yes.

14 Q Okay. Who told Paul or who gave Paul that  
15 job task? Was that you?

16 A Yes.

17 Q Okay. So the next step, piles are sorted  
18 now, let's start cutting the branches. Paul, why  
19 don't you put the branches on top of the sawhorses and  
20 me, meaning you, I'll cut these branches on the  
21 sawhorses up with the chain saw. That's the -- what's  
22 going on, right?

23 A Yes.

24 Q Okay. How long did that occur?

1           A     Ten minutes.

2           Q     All right.  So we're getting close now to  
3     noon.  What happens next?

4           A     Paul opted to stand them up.

5           Q     Wait.  Wait.  Say that again.  I missed that.

6           A     Paul opted to stand them up instead of  
7     working on the sawhorses, and I just continued  
8     cutting.  It seemed like it was okay to do.

9           Q     Okay.  Fair enough.  So instead of putting  
10    the branches across the two sawhorses, you're saying  
11    Paul on his own opted to stand them up aside of the  
12    sawhorses?

13          A     Yes.

14          Q     So it would be leaning up against just one  
15    sawhorse?

16          A     No, freestanding large end.

17          Q     Oh, you mean and hold them with his hand?

18          A     Hold them with his hand.  He was holding them  
19    with his left hand to make a point of that.

20          Q     Got you.  Got you.  Okay.  So instead of  
21    using the sawhorses, you're saying Paul decided to  
22    hold them by himself with his left arm up while you  
23    cut them from ground up; is that right?  I need an  
24    answer.

1 A Top down.

2 Q Okay. So let me say it again then. Instead  
3 of using these sawhorses, you're saying Paul took it  
4 on his own to hold the branches with his left arm up  
5 and the branches down to the ground and you would cut  
6 from the top down to the ground each branch, right?

7 A Yes.

8 Q And that was Paul's chosen way that he was  
9 going to hold the branches?

10 A Yes.

11 Q Did you in any way voice any objection to him  
12 doing it that way?

13 A No.

14 Q Okay. And for how long a period of time were  
15 you cutting these branches in that manner where Paul  
16 was holding them up with his left arm to the ground  
17 and you were cutting them from the top down?

18 A 20 minutes.

19 Q Okay. So now we're at about 12:20, if my  
20 math is correct. Is that about right?

21 MR. BARCH: Hans?

22 MR. MAST: Yes.

23 MR. BARCH: Can I just ask, are these little  
24 horizontal cuts or are we talking --

1 MR. MAST: Well, I was going to get to that. I  
2 want to first get the time line down. Yeah, we'll get  
3 to that, but I will ask it now then.

4 BY MR. MAST:

5 Q So Paul is holding the limb -- the branches  
6 up with his left arm over his head, the branch is now  
7 from his left arm and hand going down to the ground  
8 and you were starting up below his hand and cutting  
9 every 18 inches?

10 A No, I was cutting the branches off of the  
11 limb.

12 Q Got it. So you were cutting vertically up  
13 and down. While he was holding the tree vertically,  
14 you were cutting the horizontal branches in a vertical  
15 fashion --

16 A Yes.

17 Q -- from a top to a bottom?

18 A Yes.

19 Q And I imagine each branch has probably 30,  
20 40, 50 little --

21 A I would --

22 Q -- branches off of it?

23 A I would say --

24 Q Hold on. Let me finish the question.

1 A Okay. Sorry.

2 Q Let me say it again now. Every branch or  
3 limb or whatever that Paul's holding above his head  
4 with his left arm, I'm assuming those branches, if  
5 they're reaching to the ground, are going to have 30  
6 to 40 little branches coming off of it horizontally,  
7 correct?

8 A Not that many.

9 Q Okay. Maybe 20 then?

10 A Or less.

11 Q Okay. So those are the 20 little branches  
12 coming off of that branch that Paul was holding  
13 vertically that you were cutting?

14 A Yes.

15 Q And then the branch would be left bare branch  
16 from his hand to the ground?

17 A Yes.

18 Q And then what would he do with that branch  
19 then, set it on the sawhorses to be cut up?

20 A Set it off to the side. We never got to  
21 actually cutting up the whole load of wood because of  
22 what --

23 Q Happened?

24 A -- happened, yeah.

1 Q His injury?

2 A Yes.

3 Q Okay. So for 20 minutes you and Paul worked  
4 where he would hold a limb up with his left hand over  
5 his head and the branch would be vertically down to  
6 the ground and you would be cutting from top to bottom  
7 each of the little limbs, 20 or so, off of that branch  
8 he was holding?

9 A Correct.

10 Q And how many separate branches did you do for  
11 that 20 minutes? How many separate branches did Paul  
12 have to hold?

13 A I'll estimate between 25 and 30.

14 Q Okay. And then what happened after that  
15 20 minutes of doing that work? What was next?

16 A We arrived at a branch being held in the same  
17 fashion that was a little flimsy and in making the  
18 first cut, that went well as the uppermost one, second  
19 one and of course a pine, you know, they're left and  
20 right so I'm not just cutting on this side. I'm over  
21 here, over here, taking it down, taking it down. One  
22 didn't go through; and at the same time I went to go  
23 make the second cut, he put his right hand down to  
24 support it so it wouldn't bow and it did go through

1 and it just nicked his arm.

2 Q Okay.

3 A And that's -- that's what happened.

4 Q Fair enough. Now, that's the one that sounds  
5 like where his accident happened, right?

6 A Yes.

7 Q Okay. Because -- I see. Okay. Because if  
8 Paul arrived at 11:30, you're saying his accident  
9 happened around 12:30 which would be about the time  
10 where we reached going through the task by task,  
11 right?

12 A Yes.

13 Q I got you. Okay. So were you still working  
14 at the time of Paul's injury with being cut by the  
15 chain saw in the manner of where he's holding the  
16 limbs up -- the branches up with his left hand over  
17 his head and you're cutting the horizontal branches  
18 off of that branch? You're still doing that at the  
19 time of his injury?

20 A That's what we were doing at the time of the  
21 injury.

22 Q Because you said you only did that for  
23 20 minutes and then you did something and I thought  
24 you were going to say you were doing something

1 differently. You were still doing that at the time of  
2 his injury, right?

3 A We stopped as soon as he was injured.

4 Q Okay. Let me ask it this way: Once Paul  
5 opted to hold the branches up with his left hand  
6 instead of using the sawhorses and you started cutting  
7 the limbs now off of that branch --

8 A Yes.

9 Q -- and you said you did 25 to 30 of those  
10 branches --

11 A Yes.

12 Q -- the last branch you did, is that the  
13 branch that Paul was holding when he was hurt?

14 A Well, it was the last branch that we did  
15 because he did get hurt.

16 Q That's what I just said.

17 A Yeah, we just stopped.

18 Q Let me say it again because I want --

19 A Yes, I agree.

20 Q Let me say it again.

21 A Okay.

22 Q You gave an estimate of like for 20 minutes  
23 you were cutting these horizontal limbs off of a  
24 branch that Paul was holding overhead, remember that?

1 A Yes.

2 Q You said you did that for about 20 minutes.

3 A Yes.

4 Q And you did 25 to 30 separate branches,  
5 right? Right?

6 A Estimating, yes.

7 Q Okay. The last branch that you did in that  
8 fashion, is that the branch that Paul was holding when  
9 he was cut?

10 A Yes.

11 Q Oh, okay. Because this is why I was a little  
12 confused. You said at around 12:00, and I know we're  
13 just doing estimates on times, but you said around  
14 12:00 you did -- for 20 minutes you cut those 25 to 30  
15 branches; so I thought there was something else you  
16 were doing then after that by the time Paul got hurt,  
17 but that 20 minutes is inclusive of the time of his  
18 injury then, right?

19 A Yes.

20 Q Okay. So really the time frame you gave me  
21 from the time Paul arrived at 11:30 until his accident  
22 was more 50 minutes; does that sound about right?

23 A It's really hard to recollect the time frame  
24 when it wasn't relative at the time. There was --

1 Q I understand that.

2 A Let me finish, please. There was no time  
3 frame of getting the job done nor was I aware of the  
4 exact time that it happened because what was most  
5 important at that time when it did happen was to get  
6 him to the hospital.

7 Q I understand.

8 A And the only time that -- And the only time  
9 that I checked the clock is when we checked into the  
10 emergency room.

11 Q I understand all that.

12 A Okay.

13 Q That's not what my concern was. My concern  
14 was you gave me an hour after Paul arrived is when his  
15 accident occurred but the time line we gave was only  
16 50 minutes by the time his accident occurred.

17 A Did you say 50 minutes?

18 Q 50.

19 A Okay.

20 Q So I just want to make sure we're not missing  
21 some other element of work that he was doing.

22 A No. No, we're not.

23 Q Okay.

24 MR. BARCH: I'm going to object because he's been

1 giving estimates all along, but go ahead.

2 BY MR. MAST:

3 Q All right. So under the estimates of time  
4 that we're giving, Paul arrives around 11:30, you  
5 start the type of work that Paul is holding the trees  
6 up by his left hand overhead as opposed to using the  
7 sawhorses around noon. You do that for about  
8 20 minutes in your estimate and that's when he's  
9 injured, correct?

10 A Yes.

11 Q All right. So that last branch that Paul was  
12 holding when he was injured, that's what I want to  
13 talk about now. And that was a branch similar to the  
14 25 or more before that, right --

15 A Yes.

16 Q -- that you were cutting, correct?

17 A Yes.

18 Q And you had cut these branches 25 to 30 times  
19 without incident, without any problem, correct?

20 A Yes.

21 Q And that Paul was holding the branches the  
22 same way in all those 25 to 30 times without incident,  
23 correct?

24 A Yes.

1 Q Okay. And they were all being held over  
2 Paul's head if Paul's 5, 8, then they were probably  
3 what, maybe six and a half feet over his -- or six and  
4 a half feet from the ground?

5 A They varied in amount of debris on each limb  
6 and height. As you go up a tree --

7 Q Okay.

8 A -- the lengths diminish.

9 Q So sometimes Paul is holding the branch  
10 directly out?

11 A Deviating between four and six --

12 Q You've got to let me finish my question, and  
13 you can answer in any way you want but at least let me  
14 finish.

15 So Paul might be holding some branches  
16 out directly out from his chest, some over his head  
17 just varying -- depending on height --

18 A Yes.

19 Q -- of the branch?

20 A Yes. Yes.

21 Q Okay. So anywhere from four feet off the  
22 ground he might be holding a branch to six and a half  
23 feet to maybe seven feet?

24 A No, not six and a half feet. I would say

1 somewhere between four and five feet.

2 Q Okay.

3 A Somewhere in and around just right here.

4 Q Fair enough.

5 A Yeah.

6 Q So Paul is holding with his left arm -- or  
7 left hand out from his body extending out the branch  
8 is from anywhere from four feet off the ground to five  
9 feet off the ground, correct?

10 A The point where he was clasping that limb,  
11 yes, would be four to five feet above the ground.

12 Q And then underneath where he's grasping is  
13 where you're cutting?

14 A Correct.

15 Q The first cut that you're going to make is  
16 the highest off the ground is how far under his hand?

17 A A foot and a half, foot. So it really  
18 depe- --

19 Q All right. A foot and a half or a foot?

20 A May I finish?

21 Q Well, it's going to be best if you just  
22 answer what I'm asking and not try to add on every  
23 time.

24 A (Inaudible) sit here through that. I'm

1       sorry.

2               Q       What's that?

3               A       I'm sorry.  It's just my character.

4               Q       Well, that's fine.  The question is this,  
5       he's holding these branches extending his arm out and  
6       holding them four to five feet off the ground  
7       depending on the height of the branch, right?

8               A       Yes.

9               Q       Okay.  And you are cutting the first cut  
10       about 18 inches below his hand, correct?

11              A       Yes.

12              Q       That's the first cut, yes?

13              A       Yes.

14              Q       So that the branch that he's holding after  
15       you cut it is going to be about 18 inches long, right?  
16       The piece of wood that's in his hand after you make  
17       your first cut is going to be 18 inches long?

18              A       No.  No, he was placing the whole limb -- if  
19       I may, I know she can't record this.  There's your  
20       limb off your tree.  There's a pile of them.  Stump  
21       down, that's where I cut it, the larger portion down  
22       to the ground.  He would hold the smaller portion  
23       because on a pine tree they grow like this.  If you  
24       don't know that, they grow upwards like that.  So I

1 was cutting in the crotches of them. He was holding  
2 it, and I would stay away from him cutting off -- and  
3 I would not, like, cut towards the top, which is  
4 smaller, it's useless wood; we were just trying to get  
5 rid of the debris. So he would hold it and I would  
6 start cutting like this and put it over there. Off  
7 the pile --

8 Q I got you.

9 A -- another one --

10 Q I got you.

11 A -- stump down and hold it like that.

12 Q I got you. So he is not cutting -- The base  
13 of the branch that Paul's actually holding, you're not  
14 cutting that?

15 A No.

16 Q You're cutting the stems or limbs that come  
17 off of that horizontally?

18 A The sub limbs off the main limbs that were  
19 already removed.

20 Q Is that correct?

21 A Yes.

22 Q Okay. And the -- Although there might be  
23 limbs off of that branch all the way up to his hand,  
24 you're starting 18 inches below his hand just to stay

1 away from his hand, right?

2 A Yes. Yes.

3 Q Okay. So when you're done cutting that  
4 branch, there is still going to be some smaller limbs  
5 coming off of that branch at the top by his hand and  
6 that's okay, you can deal with it later?

7 A Correct.

8 Q Okay. So after you're done cutting  
9 horizontally all those horiz- -- Strike that.

10 After you're done cutting vertically all  
11 those horizontal limbs off of that branch, he puts the  
12 branch back and picks up another branch and you do  
13 that 25 to 30 times before Paul's injury?

14 A Yes.

15 Q Okay. The branch that Paul was holding when  
16 he was injured.

17 A Yes.

18 Q Describe how high or off the ground he was  
19 holding that.

20 A Five feet.

21 Q Okay. And was it a branch like all the other  
22 branches?

23 MR. CALLAHAN: Just object to form of the  
24 question.

1 BY THE WITNESS:

2 A By way of species?

3 Q No. Was it any different from any of the  
4 other 25 to 30 branches he had held previously?

5 A It may have been a smaller one that is by way  
6 of diameter that he chose to hold up.

7 Q This is what I'm asking. I'm not asking what  
8 you might -- what might have happened. I'm asking  
9 you, based upon you being there and I wasn't there,  
10 was the branch that Paul was holding when he was  
11 injured different in any way that you can tell that  
12 you recall than any of the 25 to 30 branches he had  
13 held previously without incident?

14 A None of the branches were exactly the same.

15 Q I understand that, but I --

16 A I don't know how to answer the question then.

17 Q Well, let --

18 A The --

19 Q Hold on. You answered it then. If you don't  
20 know how to answer it; you've answered it. So let me  
21 ask it a different way then. Other than every branch  
22 being a little different in size and thickness and  
23 amount of limbs off of it, is there anything unusual,  
24 anything necessarily different from that branch than

1 the other 25 to 30 branches?

2 A No.

3 Q Okay. And in appearance, the branch looked  
4 like any of the other 25 to 30 that you had cut just  
5 previously, correct?

6 A Yes.

7 Q Okay. And probably a similar number of -- a  
8 similar number of cuts off of this branch that Paul  
9 was holding when he was injured, you were going to  
10 have to make a similar number of cuts on that branch  
11 as to the other 25 to 30 branches you were cutting?

12 A Generally, yes.

13 Q Okay.

14 A Okay.

15 Q How many cuts were you able to make off of  
16 the branch that Paul was holding at the time of his  
17 injury before he got injured?

18 A Four.

19 Q Okay. So if I'm going to draw a picture of  
20 the branch, okay, and we're assuming that's a five  
21 foot branch and it has limbs going all off it up and  
22 down the branch, right? Right? Correct?

23 A (Nodding.)

24 Q Yes? I'm waiting for a word.

1           A     I'm waiting to see what --

2           Q     I'm not expecting you -- You don't have to  
3 follow my picture. I'm just saying if I'm --

4           A     Well, I don't follow your description so I'm  
5 looking at the picture.

6           Q     Okay. Well, I'm drawing a picture myself  
7 to --

8           A     Okay.

9           Q     -- demonstrate to you --

10          A     I'll wait till you're done.

11          Q     No, I can demonstrate it to you. I don't  
12 care. You can look at it.

13                     This is a branch and then it has all  
14 these limbs coming off it in varying sizes, widths,  
15 and heights, okay? Fair enough?

16          A     No, it's not the description of what was  
17 being cut. That's why I --

18          Q     All right. You describe what was being cut  
19 then.

20          A     The description of a pine branch or a limb is  
21 that it starts at a certain diameter, whether it be  
22 3 inches or 2 inches, and over its length, which is  
23 also varying, it diminishes to just pine needles.  
24 About increments of every and varying also between

1 6 and 12 inches are branches again that from the  
2 larger diameter where it was cut from the tree begin  
3 to get lesser and lesser as you go towards the end of  
4 the branch.

5 Q Okay.

6 A There is a varying amount of how many  
7 branches are on there because no tree is exactly the  
8 same, so I was in conflict with what you were  
9 thinking --

10 Q Okay. Fair enough.

11 A -- it looked like.

12 Q So Paul's holding the branch at the top?

13 A Correct.

14 Q Okay. With his left hand?

15 A Yes.

16 Q What's he doing with his right hand?

17 A No.

18 Q Just to the side -- to the side of him?

19 A Just aside -- aside and away, yeah.

20 Q Okay.

21 A Standing away from it actually as you had  
22 physically shown it.

23 Q All right. What you're saying is he's  
24 extending his left arm out in front of him keeping his

1 body away --

2 A Yes.

3 Q -- his left arm above and holding the branch  
4 while his right arm is aside of him so the branch is  
5 standing vertically maybe three feet from his body;  
6 fair enough?

7 A Yes.

8 Q Okay. And then you start cutting these  
9 horizontal limbs off the branch at about 18 inches  
10 below his hand?

11 A Yes.

12 Q Okay. And do you remember how many cuts you  
13 had to make at a distance of about 18 inches from his  
14 hand before he was hurt? I'm not saying going further  
15 down, I'm just saying at the 18-inch mark where you  
16 were going to start the cuts.

17 A One.

18 Q Made one cut?

19 A One cut.

20 Q Okay. You got one cut?

21 A Very --

22 Q Hold on.

23 A I know that.

24 Q All right. Then you go down another distance

1 to make the second cut?

2 A To make another singular cut on a different  
3 branch, yeah.

4 Q How far down do you go?

5 A It varies with how -- how far apart they are  
6 on the branch. I would say between 6 -- 8 and  
7 12 inches.

8 Q Listen, I don't want to guess so this is my  
9 question, okay? Hold on. Hold on. We know he's  
10 holding it at the top.

11 A Yeah.

12 Q We know it's about five feet, you said. We  
13 know your first cut is 18 inches from his hand, right?  
14 We know those things, right?

15 A Yes.

16 Q Okay. So my question is, based on what  
17 you've just told me now, how far down from the first  
18 cut that's 18 inches from his hand is the second cut  
19 on -- give me your estimate.

20 A I will give you an estimate of between 8 and  
21 12 inches.

22 Q Okay. So that's the next limb is 8 to  
23 12 inches, right?

24 A Yes.

1 Q All right. And then how far down is the next  
2 limb that you're cutting from that one you just cut,  
3 the second one?

4 A Again, 8 to 12 inches.

5 Q All right. And you're now on your fourth  
6 one. How far is the fourth one from the third one?

7 A There are branches on either side of that  
8 limb, which means I would cut this one, this one.  
9 This one, this one (indicating).

10 Q Okay.

11 A It looks like this.

12 Q I got you.

13 A Okay.

14 Q So what you're saying is, and I'm putting on  
15 my diagram on the same side -- hold on -- on the same  
16 side, but what you're saying is when you cut the first  
17 one, the second one is going to be on the other side?

18 A Yes.

19 Q Okay. That's fine. You can describe that.  
20 So the first one is on one side; you cut that  
21 18 inches from his hand. The second one's on the  
22 other side; you cut that 8 to 12 inches below the  
23 first one?

24 A Yes.

1 Q The third one's on the same side as the first  
2 cut 8 to 12 inches below the second one, right?

3 A Yes.

4 Q And where's the fourth one? Same side as the  
5 second one?

6 A On the right side.

7 Q Over here?

8 A Staggered one, two, three, four.

9 Q Right. So it's the same side as the second  
10 cut then. If you have one, two, three, four --

11 A I wasn't methodically approaching each branch  
12 going left and right per se like, oh, I've got to  
13 start here or start there. It really mattered where  
14 he grabbed it and what was -- what was below his hand  
15 for me to start cutting and again --

16 Q Listen.

17 A And, again, the branches aren't aligned as  
18 you are drawing them. It's relative to me because --

19 Q Listen. The easiest process is for you to  
20 either say you know something or you don't know  
21 something, but you keep first leading --

22 A Sorry.

23 Q Hold on. Hold on. Hold on. You first lead  
24 me down here and then you just say well, I don't know

1 then. Tell me what you don't know and I'll move on,  
2 okay, but I'm going with what you're telling me. If  
3 you don't know something, you just say I don't know.

4 Let's start over. He's holding his left  
5 hand at the top of the branch. His first cut is about  
6 18 inches below his hand, right?

7 A Yes.

8 Q On one side of that limb or branch?

9 A Yes.

10 Q Okay. So that limb is 18 inches down. You  
11 cut that limb off, that horizontal limb, and then you  
12 go down probably on the other side 8 to 12 inches and  
13 you cut the limb on the other side?

14 A No.

15 Q Okay. What? You tell me.

16 A On a pine tree they're grouped, that's what I  
17 was trying to show you, like this. They're not  
18 staggered all over the place. When they grow, it's a  
19 fan and they grow out like this. So it being stood  
20 up, I'd go one, two, three, four.

21 Q That's what I just did here but we can do it  
22 again. Let's try it again.

23 A Okay, but --

24 Q Hold on. This is what I'm trying to

1 understand and I'm trying to make it easy, but we can  
2 go through this. He's holding the branch up with his  
3 left hand and I'm trying to find out what distances  
4 you cut each of those four limbs until he's hurt,  
5 okay? I'm trying to find that out.

6 MR. CALLAHAN: Excuse me. It's just that there's  
7 a disconnect here.

8 MR. MAST: Well, that's why I have to ask these  
9 questions. We'll get there.

10 MR. CALLAHAN: I understand. I'm thinking he's  
11 thinking that on your branch this branch comes out  
12 like -- it'd be on a 45-degree angle up --

13 THE WITNESS: Yes.

14 MR. CALLAHAN: -- if I may. Then there's  
15 branches like this and this with the pine needles on  
16 them so he's cutting this one here, this one here, and  
17 this one here.

18 BY MR. MAST:

19 Q Are you making three cuts on one branch?

20 MR. CALLAHAN: Four cuts.

21 MR. MAST: No, I don't think that's what he's  
22 saying.

23 MR. CALLAHAN: I think that's --  
24

1 BY THE WITNESS:

2 A I'm making one cut.

3 Q Here, let me do it. I think this is what --

4 A May I?

5 Q Hold on. Yeah, I'd be happy to. Let's  
6 probably do it that way. Make it easy.

7 A Thank you.

8 Q We'll save about a half an hour of questions.

9 A Right.

10 Q I was trying to get it described that way but  
11 it might be easier just to do it this way.

12 A Oh, I'm going to make it pretty. We've got  
13 time. I have time.

14 Q You want some crayons?

15 A I'm going to make a Christmas tree for you.  
16 That is a pine branch.

17 Q Okay. Now, let me ask the questions here.  
18 All right.

19 A I'm cutting it right here in the crotch.

20 Q I've got it. See, your answers aren't going  
21 to help unless they're after my questions.

22 A We'll get it all figured out.

23 Q All right. We're going to mark as Gagnon  
24 Exhibit 1 that pretty tree you just drew, okay?

1           A     Thank you.

2           MR. BARCH:  You'll have to call it a -- It's a  
3     single branch, not a whole tree.

4           THE WITNESS:  Single branch.

5           MR. MAST:  Okay.  It's a branch.  All right.  I'm  
6     sorry.  I'm not good at these things.

7     BY MR. MAST:

8           Q     All right.  That's a -- Obviously it's not to  
9     scale or anything, but it's just a drawing of a pine  
10    branch, right?

11          A     Correct.

12          Q     And it's supposed to represent, even though  
13    it's not exact, a typical type of pine branch that you  
14    and Paul were cutting on the day of his accident?

15          A     Correct.

16          Q     Okay.  Different sizes, different amount of  
17    limbs coming off them but that's a representative of  
18    those types of branches, right?

19          A     Yes, it is.

20          Q     Okay.  So if we look at this, the base is  
21    obviously going to be wider than the top of it, right?

22          A     Yes.

23          Q     So I'm going to put a T on your drawing where  
24    the top of that is and a B where the base is.  Did I

1 just do that?

2 A Yes.

3 Q So we know what words to use?

4 A Yeah.

5 Q Okay. So I'm going to put T O P and B A S E.

6 So we can refer so that we're using the same language.

7 Paul is going to be holding with his left hand the top  
8 of the branch, right?

9 A Correct.

10 Q And then the base is going to be against the  
11 ground in a vertical fashion from where he's holding  
12 at the top, right?

13 A Yes.

14 Q And then starting 18 inches below his hand,  
15 you were going to start cutting on either side of that  
16 branch the horizontal limbs that are coming off that  
17 branch, right?

18 A Yes.

19 Q Okay. So if this were a branch that Paul was  
20 holding, his hand would be at the top and then you  
21 would make one cut -- oh, you'd start -- okay, you'd  
22 skip the top of it --

23 A Because it's --

24 Q Hold on. You'd skip the top limbs because

1 that's too close to his hand so you'd come down to  
2 maybe the next set 18 inches below and start making a  
3 cut there?

4 A Yes.

5 Q Then you'd go on the other side and make  
6 another cut?

7 A Yes.

8 Q That's two. Then you'd make another cut on  
9 there --

10 A Yes.

11 Q -- that's three. Then make another cut;  
12 that's four. Then cut there, five. Cut there, six.  
13 And you have the whole branch cut, right?

14 A Yes.

15 Q Okay. So let's number these one, two, three,  
16 four, five, six. Does that number what we just  
17 discussed?

18 A Yes.

19 Q So you're basically at least on this  
20 demonstrative drawing, you're making six separate cuts  
21 off of this branch and then you put the branch down on  
22 the ground and get a new one?

23 A Yes.

24 Q Okay. All right. That did clear up about a

1 half an hour, so thank you.

2 A You're welcome.

3 Q Okay. And I'm sure they weren't all six cuts  
4 every branch, right?

5 A No, they varied.

6 Q Is six pretty much an average or no?

7 A No.

8 Q As far as --

9 A There's no average.

10 Q Okay. There's maybe six, eight, ten,  
11 something like that?

12 A There's no average. There's no way to  
13 average it.

14 Q Okay. The branch that Paul was holding when  
15 he was injured was a branch like most other branches  
16 although in different sizes, correct?

17 A Yes.

18 Q Okay. And you're telling me you made four  
19 cuts until he was injured?

20 A Fourth cut he got injured.

21 Q Okay. On the fourth cut?

22 A On the fourth cut.

23 Q Fair enough. So if we just start with that  
24 one branch that Paul's holding and discuss what you

1 did up and to the time he was injured, you made the  
2 first vertical cut from the horizontal limb 18 inches  
3 below his hand, you made the second one on the other  
4 side just like you did on Exhibit 1 here, then you  
5 went down 8 to 12 inches lower, made the third cut on  
6 one side, then you're going to the other side to cut  
7 the fourth cut, right?

8 A Yes, correct.

9 Q What happens when you're going from the third  
10 cut to the fourth cut that you believe is what caused  
11 Paul to get injured?

12 A The fourth cut, not much unlike all the other  
13 ones, the branch bowed. It may have been because it  
14 wasn't rigid; it may have been weaker than the rest.  
15 I don't know.

16 Q Can I stop you for a minute just so I know  
17 what you mean by bowed. What do you mean, it was --  
18 it was like limp?

19 A Yes.

20 Q Okay.

21 A Yes, not as rigid as the other one perhaps.

22 Q So when you say -- I don't want to jump too  
23 far. When you say bowed then, that means when you  
24 press the chain saw down, it kind of gives a little

1 bit more?

2 A Yes. Yes.

3 Q Okay. All right. So you're saying the  
4 fourth limb that you're going to cut, that limb is a  
5 little more weak, it gives a little bit more than the  
6 other three that you already cut?

7 A The main branch taken from the tree is what  
8 I'm talking about. I'm not talking about the branch  
9 I'm cutting off. As I approached the crotch, the main  
10 branch which I depicted on the drawing there gave way.

11 Q Okay. So if we -- Hold on. If we define  
12 then just so we know we're talking the same language,  
13 the branch is the solid continuous piece of wood that  
14 Paul's holding whereas the limbs are the parts that  
15 come off of that branch. Let's use those terms, okay?

16 A The limb is the larger piece; the branches  
17 are what come off the limb.

18 Q All right. I'm sorry. All right. We'll do  
19 it that way then. Let's define it that way.

20 MR. BARCH: Don't you watch that show on TV,  
21 those Ax Men?

22 MR. MAST: No. No. No, I don't.

23 BY MR. MAST:

24 Q So let's put that on the -- I'm going to

1 write that on here so we use these same words.  
2 Because I don't want to change the words so I put on  
3 Exhibit 1 here branch for the little parts that come  
4 off the main limb.

5 A Yes.

6 Q Fair enough?

7 A Yes.

8 Q That's what we're going to describe?

9 A Yes.

10 Q All right. So what you're talking about is  
11 so we use the same terminology, the limb is what  
12 Paul's holding with his hand that goes vertically from  
13 his hand to the ground?

14 A Correct.

15 Q And the branches are the things you're  
16 cutting off of that limb six to eight or so cuts,  
17 right?

18 A Yes.

19 Q Okay. So what you're saying is after you cut  
20 three of the branches off of the limb Paul's holding,  
21 the fourth branch -- What happens with the fourth  
22 branch?

23 A The limb had flexed slightly causing the  
24 chain saw to come out of the crotch.

1 Q Okay.

2 A At that time, without moving away from that  
3 instance, I approached the cut again. Simultaneously  
4 Paul wanting to help me went to support it with his  
5 right hand and at that same time I went through the  
6 cut and I nicked his arm.

7 Q Okay. Okay. Now, when you're saying Paul  
8 went to -- what did you say? -- support it?

9 A Yes, support it.

10 Q What was he -- Do you know what he was going  
11 to do with his right hand?

12 A I'll tell you what he did with his right  
13 hand. He actually grabbed the limb and supported it.

14 Q What part of the limb?

15 A Below the next cut that I was -- the last cut  
16 that I made when it flexed and just below the one that  
17 I'm talking about and followed through.

18 Q All right.

19 A The fourth cut.

20 Q So let's talk numbers.

21 A The fourth cut.

22 Q You just made the third cut.

23 A Yes.

24 Q And the fourth cut was still the same

1 distance from the top of the limb --

2 A Yes.

3 Q -- but it was on the other side --

4 A Yes.

5 Q -- of the third cut, right?

6 A Yes.

7 Q And had you cut the fourth branch by the time  
8 Paul was injured?

9 A No.

10 Q Okay. So the fourth branch was still there?

11 A Yes.

12 Q But you were attempting to cut it, right?

13 A Yes.

14 Q And when Paul was holding with his left hand  
15 the limb, it kind of flexed because it's held up  
16 against the ground?

17 A Yes.

18 Q And it kind of bowed a little bit and you're  
19 saying Paul then with his right arm did what?

20 A Went to support it below that cut as I went  
21 to finish the cut.

22 Q Okay. So when you cut his arm, Paul's arm,  
23 was his right arm on any part of that limb or branch?

24 A Yes.

1 Q What part?

2 A Below the fourth cut which did not go all the  
3 way through.

4 Q Okay.

5 A He would have been like this (indicating).

6 Q All right. Hold on. So you just  
7 demonstrated that his left arm was up, his right arm  
8 was down on this limb, right?

9 A Correct.

10 Q So when you -- when he had his right arm on  
11 the limb and his left arm on the limb together, his  
12 right arm was below the fourth branch that you were  
13 going to cut, right?

14 A Yes.

15 Q How far below?

16 A Maybe 8 inches. His hand was collapsed onto  
17 the limb about 8 inches below that last cut that  
18 didn't go through.

19 Q Fair enough. Okay. And when you made that  
20 first attempt to cut that fourth branch, was his hand  
21 there at that time or was that after you tried to make  
22 that first attempt?

23 A It was after I made the first attempt at the  
24 fourth cut.

1 Q Okay. You made the first attempt at the  
2 fourth cut and because the limb bowed, you were not  
3 able to penetrate the fourth branch, correct?

4 A Correct.

5 Q So did you just in a split second go back and  
6 try it again or did you wait a couple seconds or what  
7 happened? How long was the process?

8 A Like microseconds. It was -- You know, it's  
9 a matter of just going -- and at the speed you can  
10 see -- I'll describe if I need to or if you want me  
11 to -- cut, cut and also the manner in which I'm  
12 cutting, it's called the locked elbow position. You  
13 don't just freewheel a saw. Nip, nip, nip, and it  
14 went ... I was like okay. And at that same time he  
15 just reached over to kind of help me out so it  
16 wouldn't flex and that's how it all came together.

17 Q All right. Well, if he's reaching over and  
18 that's why you cut him, then that leads me to believe  
19 that he's not holding on to the limb at the time that  
20 you cut him.

21 A Oh, he's holding on to the limb.

22 Q So is he reaching over at the time you cut  
23 him or is he already holding on to the limb?

24 A Simultaneously as he reached down to that

1 limb standing like this flexed like that. At the same  
2 time I went to finish the cut and I did finish the  
3 cut. Like I said, it just --

4 Q All right.

5 A Just --

6 Q Hold on. You're going way too fast for us  
7 and we're going to have to repeat the questions over  
8 and over again and if we can just go step by step,  
9 okay?

10 A Okay.

11 Q As he -- As you make the first attempt at  
12 cutting that fourth branch, the tree flexes and your  
13 saw blade bounces up or do you --

14 A Slightly bounces up, yes.

15 Q Okay. Then do you immediately put it back  
16 down to cut it a second time to try to cut it a second  
17 time or do you wait? Do you hesitate?

18 A I didn't hesitate.

19 Q So you immediately did it then, right?

20 A Say it again. No, just the last part.

21 Q I know. I get it. Your first attempt to cut  
22 the fourth branch to the second attempt to cut the  
23 fourth branch there was no hesitation, it was just  
24 tried to go down and get it, it bent and then you went

1 back down to get it and you cut it off?

2 A Yeah.

3 Q And that's -- When you went back down to get  
4 it that second time, that fourth branch, that's when  
5 you cut his arm?

6 A That's when he placed his hand there and got  
7 it cut.

8 Q Right.

9 A Yes.

10 Q Okay. So when he was cut -- physically when  
11 the cut occurred, was his right hand on the limb or  
12 not?

13 A Yes, it was on the limb.

14 Q Did you know it was on the limb?

15 A Yes, I did. It was clasping the limb.

16 Q Okay. How long was his right hand clasping  
17 the limb below the forth branch that you were going to  
18 cut before you cut his arm?

19 A It's hard to operate a stopwatch while you're  
20 operating a chain saw. I really can't give you a time  
21 frame as to something that happened so quickly and  
22 when two men come together. Like I said, I can't -- I  
23 can't answer that question. I don't know. I don't  
24 know.

1           Q     Listen, you gave me five minutes of why you  
2     don't know. Just tell me you don't know, that's fine.  
3     We can move on.

4           A     I'm sorry. It's my character. I'm very  
5     inclusive in my answer descriptive.

6           Q     All right. Well, I'm just trying to tell you  
7     you don't need to do that.

8           A     And I'm working on it right now.

9           Q     All right.

10          A     I'm glad you --

11          Q     So the question is, and I'm not saying is it  
12     five minutes between the time you first tried to cut  
13     it until the second time you cut it. I understand  
14     we're talking seconds, okay. My question is --

15          A     Milliseconds.

16          Q     All right. Milliseconds. Fine. My question  
17     is, when you went down to cut that fourth branch the  
18     first time and the tree bent --

19          A     Yes.

20          Q     -- and you had to go down right away and cut  
21     it a second time, when you went toward that fourth  
22     branch to cut it a second time, when you went toward  
23     it, was his right arm on the limb at that time or was  
24     he off it and going toward it to hold on to it?

1           A     At the exact same time that my saw went  
2 through that fourth cut, his hand clasped that limb.

3           Q     That's not my question. My question is this;  
4 I'm going to say it again. My question is, you went  
5 down to cut that fourth branch off and the limb bowed  
6 so you went at it again; and my question is, when you  
7 went at it again for that second cut on that fourth  
8 branch, was his right hand clasping below that fourth  
9 branch at that point?

10          A     In time?

11          Q     Yeah.

12          A     Simultaneously.

13          Q     Okay. So that simultaneously you're saying  
14 when you're going after that fourth branch the second  
15 time --

16          A     Yeah.

17          Q     -- he's now at the same time grasping on  
18 below that fourth branch to hold on to the limb?

19          A     Yes.

20          Q     Okay. And do you see him as he is moving his  
21 right arm toward the limb to hold on to it or do you  
22 just see at the last second when your saw is going  
23 towards the branch?

24          A     I was focused on the branch and the cut. I

1 wasn't looking at him.

2 Q So your answer is you didn't see his hand  
3 moving toward the --

4 A No, I did not see his hand.

5 Q You've got to let me finish the question.

6 A I'm sorry.

7 Q We're going to be here all day. Your answer  
8 is you did not see his hand motioning toward the  
9 limb -- his right hand motioning toward the limb to  
10 hold on to it, you only saw it right when it clasped  
11 the limb right when you were going at the branch a  
12 second time?

13 A Yes.

14 Q So the time -- Simultaneously when you're  
15 cutting that fourth branch, that's when you go through  
16 that branch and then you end up going into his arm,  
17 correct, his forearm?

18 MR. CALLAHAN: I'd just object to the form of the  
19 question.

20 BY THE WITNESS:

21 A You're leading me into cutting him and that's  
22 not what happened.

23 Q Oh, I'm sorry.

24 A I feel as though I am.

1 Q I get what you're saying. I'm sorry, maybe  
2 that wasn't the way you wanted me to word it. I'll  
3 try to word it differently.

4 A Thank you.

5 Q You're -- At least from what you're saying  
6 is, you are motioning toward that fourth branch a  
7 second time in attempts to cut it so you're moving the  
8 chain saw, as you said, in that rigid locked position  
9 with your elbow --

10 A Yes.

11 Q -- toward that fourth branch to cut it,  
12 right?

13 A Yes.

14 Q So if you're going toward that fourth branch  
15 to cut it, and I understand you're saying his right  
16 arm is locking on to that limb at the same time,  
17 right? Right?

18 A Yes.

19 Q But you're moving the chain saw forward to  
20 cut that branch, right?

21 A Yes.

22 Q So when you're moving that chain saw forward  
23 to cut that branch, that moving forward manner ends up  
24 striking his forearm in the manner that it did to cut

1 him, right?

2 A I think we're overlooking the word  
3 simultaneous. I'm sorry that I can't just answer your  
4 question but it's -- the description is --

5 Q What do you mean?

6 A The description is not fitting the instance  
7 that happened for me per se.

8 Q Put his arm movement aside for a minute.

9 A Okay.

10 Q Okay?

11 A All right.

12 Q We know simultaneously he's using his right  
13 arm to grab on to that limb while you're making that  
14 second cut to the fourth branch, right?

15 A Yes.

16 Q That's happening simultaneously; I understand  
17 that.

18 A Yes. Okay.

19 Q My question is, while you were going down to  
20 that second cut of that fourth branch, you're moving  
21 the chain saw forward to cut that branch, right?

22 A Yes.

23 Q And in the process of moving the chain saw  
24 forward to cut that fourth branch, that is the process

1 that takes your saw blade into his arm. Whether his  
2 arm is moving or not, we can -- I can ask that next,  
3 but the process of you moving forward with the chain  
4 saw is part of what led to his arm being cut, right?

5 MR. BARCH: I'm going to object to the form of  
6 the question. It's also argumentative. Go ahead.

7 BY MR. MAST:

8 Q Go ahead.

9 MR. CALLAHAN: I'll join that objection.

10 BY THE WITNESS:

11 A As you had said, it's part of how it  
12 happened.

13 Q Right.

14 A It's an equal share.

15 Q Okay. Equal share meaning you're saying his  
16 arm's moving near the limb as well as the chain saw  
17 you are operating is pushing forward toward that limb  
18 and the arm and the chain saw meet and he becomes  
19 injured, correct?

20 A Correct.

21 Q Okay.

22 (A short break was had.)

23 BY MR. MAST:

24 Q All right. Finish up where we got this tree

1 now. So you're holding the chain saw, you're going  
2 for that second attempt at the fourth branch to cut  
3 it, and while you are cutting that fourth branch is  
4 when the -- when Paul's arm is struck; is that right?

5 A Yes.

6 Q And so the chain saw is under your control at  
7 the time, right?

8 A Yes.

9 Q You're not out of control, are you?

10 A I'm in control with the chain saw, yes.

11 Q Okay. And you're wanting to cut it when this  
12 happens, right? You're wanting to cut with it when it  
13 happens?

14 A Yes.

15 Q Okay. You are attempting to cut the branch  
16 and that's when Paul's arm is attempting to hold on to  
17 the limb, right?

18 A Correct.

19 Q And the chain saw is in motion when Paul's  
20 arm is struck, correct?

21 A Yes.

22 Q Okay. And the first time you see Paul's arm  
23 is when his right hand is grasping the base of the  
24 limb below the fourth branch, correct?

1 A Yes.

2 Q You don't see it coming from the side toward  
3 that bottom part of the --

4 A No.

5 Q -- of the -- of the limb, correct?

6 A No, I did not, correct.

7 Q Is that correct?

8 A (Nodding.)

9 Q Okay. Is that correct?

10 A That is correct.

11 Q Okay. Okay. When he gets cut, what is the  
12 first thing that happens? Does he scream? Do you say  
13 something? What's the first thing that happens the  
14 split second he's cut?

15 A I say no. He says yes.

16 Q And what do you mean by no? You mean no,  
17 that's not happening or what?

18 A Yeah, like no. No, it didn't happen.

19 Q Okay. And he says what?

20 A Yes. Let's go.

21 Q Yes what?

22 A Let's go.

23 Q Let's go what?

24 A Let's get out of here. It's time to go.

1 We've got to go to the hospital, you know. Yes, let's  
2 go.

3 Q That's the first thing that happens once he's  
4 cut, right?

5 A Yes.

6 Q And when he gets cut, are you able to see the  
7 chain saw making contact with his arm, or how do you  
8 first discover he's cut?

9 A It just looked like I could have nipped him.  
10 It was so close that it looked like I could have  
11 touched him.

12 Q Okay.

13 A That's what I did, I touched him.

14 Q All right. Had Paul ever held a limb before  
15 he got cut with both hands before this?

16 A No.

17 Q Okay. So you did not expect him to do that?

18 A No, I did not.

19 Q Okay. And after you say no and he says yes,  
20 do you guys -- do you basically put the chain saw down  
21 and get in his car and go to the hospital?

22 A I threw the chain saw down and got in his car  
23 to go to the hospital.

24 Q Was he bleeding?

1           A     Yes.

2           Q     Do you know -- and, again, I don't know are  
3 fine answers. I'm not trying to imply you know things  
4 but I just have to ask. Do you know how far or how  
5 deep the chain saw went into his arm?

6           A     I could tell you pretty accurately. I was  
7 there in the operating room. It never went past the  
8 epidermis.

9           Q     What do you mean, the skin?

10          A     Yeah.

11          Q     Did it open the skin?

12          A     Yes.

13          Q     And it was bleeding?

14          A     Yes.

15          Q     Okay. Well, I mean, the doctors will be able  
16 to tell us how deep it went. Are you telling me you  
17 have some kind of medical ability to tell how far it  
18 got cut?

19          A     I'm educated to a certain extent and I was  
20 educated there in the emergency room and I heard  
21 everything that was being said and I was shown and  
22 even Paul said look, and I was right there the whole  
23 time looking.

24          Q     You don't have any medical education or

1 ex- --

2 A No, I don't.

3 Q Wait. Back and forth here, please, please.  
4 You don't have any medical education or training, do  
5 you?

6 A No.

7 Q Okay. So any type of depth of incision or  
8 cut that you would be talking about would be just  
9 based upon what you saw visually, correct?

10 A It was visual, yes.

11 Q You never went with your finger inside the  
12 wound?

13 A No.

14 Q Or any type of object?

15 A No measuring devices were employed, no.

16 Q Okay. Did you hear the doctors talk about  
17 how far it was cut in?

18 A Yes.

19 Q How far did they say?

20 A Not deep, that was their assessment.

21 Q Okay.

22 A He was lucky.

23 Q Okay.

24 A It only hit the fascia; that's what they

1 said.

2 Q All right. Do you know -- You've known Paul  
3 a long time before the accident?

4 A 35 years.

5 Q Okay. Have you ever known him to be injured  
6 in any way before this accident?

7 A Yes.

8 Q Okay. What is that?

9 A A car accident.

10 Q When was that?

11 A I cannot put a pin date on it, but I can say  
12 it was over seven years ago.

13 Q Okay. So maybe around 2006, somewhere around  
14 there?

15 A I am guessing at that, but I know that there  
16 was an instant which he was involved in an accident  
17 and he also pursued.

18 Q Okay. Here, listen. Just follow me. If you  
19 follow me, we'll go where we need to go and get there  
20 fast, okay?

21 A As I said, it's a struggle because of my  
22 character.

23 Q All right.

24 A I'm descriptive and inclusive.

1 Q Fair enough.

2 A You don't have to keep correcting me -- or  
3 you do have to correct me; that's your job, but --

4 Q Fair enough.

5 A -- I'll try to get there for you, okay?

6 Q All right. Motor vehicle accident about  
7 2006. Were you in the accident with him?

8 A No.

9 Q Do you know what injuries he suffered in that  
10 auto accident?

11 A Nerve damage to the left elbow that was  
12 allegedly struck.

13 Q In this case you mean?

14 A In that other -- Yeah.

15 Q Did he ever have any surgery for that left  
16 elbow?

17 A I know he was poked and prodded. I don't  
18 know if he was -- had actual open surgery for it  
19 though.

20 Q Did he ever resolve that injury up until the  
21 accident in this case?

22 A I don't know.

23 Q Okay. Other than a left elbow nerve injury  
24 in a motor vehicle accident around 2006, any other

1 injuries from that motor vehicle accident?

2 A I don't know.

3 Q Okay. How do you know about that left elbow  
4 nerve injury then?

5 A Because he showed people and talked about it  
6 openly.

7 Q Was it a different location than where he was  
8 lacerated or cut in the chain saw in this case?

9 A Yes, it was an entirely different arm.

10 Q Oh, I'm sorry. You're right. I'm sorry. I  
11 wasn't thinking that far ahead. Good. In this  
12 case -- In this case the chain saw was the right arm.  
13 In that case it was the left elbow, right?

14 A Yes.

15 Q Okay. Any other injuries other than the  
16 motor vehicle accident?

17 A I'm not aware of.

18 Q Okay. Any other prior -- prior to this case,  
19 any prior injuries to Paul?

20 A Not that I'm aware of.

21 Q Any prior conditions of ill health with Paul  
22 before his chain saw accident?

23 A I'm not aware of any.

24 Q In the four or five year let's say -- Strike

1 that.

2 In the five years before this chain saw  
3 accident in June of 2011, was Paul in any way disabled  
4 or limited in what he could do physically?

5 A I don't know.

6 Q Okay. Well, to what extent you do know -- to  
7 what extent your contact you've had with him, you're  
8 not aware of any; fair enough?

9 A Correct.

10 Q Okay. Are you aware that Paul was under any  
11 medical consultation or treatment in the five years  
12 prior to Paul's chain saw accident in this case?

13 A I am not aware.

14 Q Okay. After this accident are you aware of  
15 Paul receiving medical treatment from time to time for  
16 his right arm laceration?

17 A Yes.

18 Q How many times -- Let's say in the month  
19 after this chain saw accident, how many times did you  
20 see Paul? I mean, was it every day?

21 A No. No. Maybe three or four times since  
22 this accident I've seen him.

23 Q Total?

24 A Yeah.

1 Q Up until now?

2 A Yeah.

3 Q Oh, I see. So it's been very infrequent  
4 then?

5 A Yes.

6 Q Okay.

7 A Just the instances where we exchanged what I  
8 had given in the beginning of this deposition.

9 Q Right.

10 A Those are the only times I spoke to him.

11 Q All right. So let me summarize that just to  
12 make sure we're clear. What you're saying is, I'm  
13 assuming before the accident you saw Paul a lot,  
14 right, or not?

15 A I wouldn't even say frequency. From time to  
16 time.

17 Q Maybe once every couple of weeks or  
18 something?

19 A Yeah, that's honest. That's fair.

20 Q All right. So let me word that all out then.  
21 Before the accident you were seeing Paul every couple  
22 of weeks maybe infrequently; fair enough?

23 A Infrequently, okay, yes.

24 Q Fair enough?

1 A Yes.

2 Q After the accident you saw Paul only on those  
3 occasions where you had words with him that you  
4 described at the beginning of the deposition?

5 A Correct.

6 Q And that would have been, looks like, four  
7 times?

8 A Yeah.

9 Q Right?

10 A Yeah.

11 Q Okay.

12 A With the exception of the one time when he  
13 did come up to help me work, but we didn't discuss  
14 anything that had to do with the case; he just came up  
15 to work.

16 Q When was that? Was that a different time?

17 A It was after the accident. He helped me do a  
18 roof on my house.

19 Q So it's different than the four times we  
20 talked about at the beginning of the deposition?

21 A Yeah, we were talking about conversation and  
22 this wasn't really conversation. It was -- we were  
23 just working.

24 Q Okay. So that's why I'm trying to get this

1 summarized.

2 A Okay.

3 Q After the accident we talked about four  
4 different times you had a conversation with Paul about  
5 various things. We talked about those, we tried to  
6 give approximate dates and things.

7 A Yes.

8 Q Okay. Other than those four conversations  
9 with Paul, you said there was one other time you  
10 had -- you were with Paul after his accident and that  
11 was to do a roof?

12 A My roof at my home, yeah.

13 Q Okay. When was that?

14 A It would be October.

15 Q Of what year?

16 A 2011.

17 Q Same year as the accident?

18 A Yes. Yeah.

19 Q All right. So you did -- Was he helping you  
20 do roofing work on your house?

21 A He was helping me tear it off.

22 Q Okay. Did he have any kind of bandage or  
23 brace on his right arm from the injury in this case?

24 A No.

1 Q How many days was he helping you?

2 A Just one.

3 Q For how many hours?

4 A Five, six hours.

5 Q Okay. So you're saying after the accident in  
6 October of 2011, we're talking maybe about four months  
7 after the accident, Paul helped you on one day five to  
8 six hours to pull your old roof up off your house?

9 A Yes.

10 Q Okay. Was anybody else helping you --

11 A Yes.

12 Q -- during that time?

13 Who?

14 A Mike Shoshie, neighborhood friend.

15 Q How do you spell that?

16 A S H O S H I E.

17 Q Is he still a neighborhood friend?

18 A Yes, he is.

19 Q Where does he live?

20 A Two blocks away from me. I can't give you  
21 his address; I don't retain it in my memory, but I  
22 know where he lives. I could submit that to you at a  
23 later time if you'd like.

24 Q Very good.

1 MR. BARCH: I need to at least go on record that  
2 we started around 1:00. There's been some breaks,  
3 it's now 3:45. If Mr. Gagnon's attorney is going to  
4 stick to the three-hour limit, I need some time.

5 MR. MAST: I'll try to wrap it up.

6 MR. BARCH: I know, but I don't want to get to  
7 the three-hour point and have the plug pulled.  
8 There's only 15 to 20 minutes left.

9 MR. MAST: Well, I guess that's -- that's -- I  
10 mean, we didn't -- Hold on.

11 MR. BARCH: Well, I think you and I have a duty  
12 to share our time.

13 MR. MAST: Before the dep we didn't really  
14 discuss this so it's fair that you bring that up. I  
15 don't know if you have a lot, but I'm trying to wrap  
16 it up now with me. I don't think I'm going to take  
17 the full -- I don't think I'm going to be a half an  
18 hour from now. I don't know how much time you have so  
19 is it -- do you have a lot of time or are you just  
20 looking at 10, 15 minutes?

21 MR. BARCH: Yeah.

22 MR. MAST: Yeah, so we should be fine.

23 MR. CALLAHAN: Yeah, during the break Mr. Mast  
24 and I discussed this. We're told the deposition

1 started at 1:12. He said he'd wrap it up so you  
2 should have time.

3 MR. MAST: Yeah.

4 MR. BARCH: Okay. Good. I just want to make  
5 sure we're all on the same page, that's all.

6 MR. CALLAHAN: If you go a little over, I'm not  
7 going to jump up and scream.

8 BY MR. MAST:

9 Q Anyone other than Mike Shoshie, you and Paul  
10 that was assisting on your roof at the time Paul was  
11 helping you?

12 A No one else was assisting but there were  
13 witnesses that seen him helping in those duties.

14 Q That was my next question by the way. Who  
15 was that?

16 A Joe Vlk.

17 Q How do you spell the last name?

18 A V L K. No vowels.

19 Q Where does he live?

20 A In the neighborhood by me also.

21 Q Anybody else?

22 A My wife.

23 Q Okay. And are you aware of him having any  
24 difficulties in helping you during those five or

1 six hours because of his injury in this case?

2 A He seemed to not exert himself fully and was,  
3 if not nursing, staying away from using that arm in  
4 full but nonetheless was still grappling and moving.

5 Q Fair enough. So you're allowing the fact  
6 that he was reserving some of his -- saving himself a  
7 little bit for the right side where he hurt his arm in  
8 this chain saw accident as if there was something  
9 still lingering there?

10 A Yes.

11 Q Okay. But he still was able to help you for  
12 five or six hours irrespective of what might be his  
13 ongoing issue?

14 A Yes.

15 Q Okay. So other than those five to six hours  
16 that given day in October 2011, you had four other  
17 meetings and conversations with Paul that we already  
18 fully talked about and there's no more need to detail  
19 those anymore; fair enough?

20 A Correct.

21 Q Okay. And the first conversation was coming  
22 right out of the hospital that day of the accident,  
23 right?

24 A Yes.

1           Q       The next one was four months later, the other  
2 one was 2012 and the last one wasn't about any  
3 financial thing but it was a little bit before the  
4 2012 meeting; fair enough?

5           A       Yes.

6           Q       Okay. Have you now told me everything that  
7 you had -- Well, strike that.

8                       Let me ask this question first. Did you  
9 and Paul at any time discuss how or why the accident  
10 occurred?

11          A       No.

12          Q       Okay. And that's on both sides. You never  
13 told Paul, Hey, why were you holding on to the branch,  
14 or, I didn't know you were doing that, or, Why were  
15 you grabbing with your right arm? You never told that  
16 to Paul, did you?

17          A       No.

18          Q       And Paul never said, Hey, why were you  
19 cutting the way you did, or anything like that; he  
20 wasn't complaining to you?

21          A       No.

22          Q       Okay. Have you talked to anybody else other  
23 than your attorney and your insurance company about  
24 what happened?

1 A No. My mother. Just back to my mother.

2 Q Oh, and you might have -- You know what?  
3 This isn't a big deal, but I think in terms of just  
4 being all-inclusive, you did -- I printed out what my  
5 assistant wrote down from a recorded statement that  
6 you knew I was taking over the phone of you, correct?

7 A Yes.

8 Q Did you read this at all?

9 A That one I -- Yeah.

10 Q Huh?

11 A Yeah.

12 Q This is the narrative from the recorded  
13 statement that she took down and I'm assuming she took  
14 it down right. I didn't go and read it and listen to  
15 it.

16 A Yeah, I had a few blanks in there and such  
17 that, you know ...

18 Q Well, hold on. The question is --

19 A Yeah.

20 Q And I'll mark this as Exhibit 2, okay, and  
21 I'll just put a 2 for now. But would you agree  
22 that -- and I know you didn't listen to the recording  
23 so I understand that, but would you agree that reading  
24 this narrative marked as Exhibit 2 accurately states

1 what you would have said on that phone call to me?

2 MR. CALLAHAN: I'd just object to the form of the  
3 question and as to the number of variables with the  
4 recording and with the transcription of the process  
5 itself, including some of the language in the  
6 transcript and ask him if he could -- I think it's  
7 better if this would be pointed out page by page or --  
8 excuse me -- line by line more or less if he's  
9 agreeing with that.

10 MR. MAST: I can do that. Yeah. Joe, I'm just  
11 trying to make it easy.

12 MR. CALLAHAN: Yeah.

13 BY MR. MAST:

14 Q Let me put it this way: Have you read this  
15 narrative from your recorded statement?

16 A Yes.

17 Q Is there anything in the narrative -- and  
18 I'll let you read it again if you need to, is there  
19 anything in this narrative, Exhibit 2, that you  
20 believe you did not say that's attributed to you?

21 MR. BARCH: Form of the question, but go ahead.

22 BY MR. MAST:

23 Q Here, I'll give it to you again. Just read  
24 it through. I don't want to go through line by line

1 unless you want to but basically I'm asking you, did  
2 you say those words and is this --

3 A This besides the blanks that are there --

4 Q Yeah, besides the blanks.

5 A -- yeah.

6 Q Okay. All right.

7 MR. CALLAHAN: And I'd just point out too that  
8 there seems to be -- like if you read that thing in  
9 total, there are eight parts where the subject and  
10 verb don't agree, there's parts where it goes on, it  
11 doesn't make sense and that also has to be considered  
12 as well as to the totality of the accuracy and the  
13 candor of the statement.

14 BY MR. MAST:

15 Q Okay. This is my question, and again I know  
16 you didn't compare the audio to that statement; but  
17 you read that statement and all I'm asking is, you  
18 generally recall giving me a statement over the phone,  
19 right?

20 A Yes, I do.

21 Q And does that generally, and again we can  
22 listen to it to find out specifically what it says;  
23 but does that generally meet with your recollection of  
24 what you said?

1           A     Yes.

2           Q     Okay.  And that's Exhibit 2, correct?

3           A     Yes.

4           Q     All right.  Again, it is what it is.  Let's  
5 put Exhibit 2 on here so we can keep track of these  
6 things.  Okay.

7                         Now --

8           MR. MAST:  Oh, I didn't put this on the record.  
9 I'd like to put this on the record.  I don't have  
10 answers today of interrogatories, nor I don't think  
11 this response is to my production request.  Let me  
12 just see.  No, this response to the production request  
13 is to codefendants' response.  So I don't have that  
14 discovery, nor answers to interrogatories to my  
15 discovery.  I'm assuming nothing is going to be crazy  
16 or different than what went over today but to the  
17 extent it does, I'm going to reserve my right to the  
18 extent I need to, but let's just mark this as  
19 Exhibit 3.

20 BY MR. MAST:

21           Q     And what Exhibit 3 is, is what I was given  
22 today right before the deposition are, Mr. Gagnon,  
23 your answers to codefendants' interrogatories and  
24 response to production request.  Nothing that you need

1 to concern yourself to other than I will ask you  
2 Exhibit 3, is this your signed answers to  
3 interrogatories that you're giving in this case?

4 A Yes, I received this in the mail and answered  
5 those questions as they are printed.

6 Q And you signed it verifying these are your  
7 true and correct answers, correct?

8 A Yes.

9 MR. BARCH: Do you have a signed version? I  
10 don't have a signed one.

11 MR. MAST: Yeah, it's signed.

12 BY MR. MAST:

13 Q All right. Has -- I think defense counsel  
14 already answered this, but I just want to make sure  
15 that you haven't heard anything that your defense  
16 counsel hasn't heard -- has your homeowners insurance  
17 rejected or reserved their right for coverage in this  
18 case at all, to your knowledge?

19 MR. CALLAHAN: I'd just object, it may call for  
20 privileged conversation and I object as to it may call  
21 for conversations with insurance company but -- and I  
22 can answer as far as I know, there's been no rejection  
23 of anything, and I'll make that stipulation --

24 MR. MAST: I'll accept your answer then; that's

1 fine. All right. Let me just look through your  
2 answers to interrogatories, the ones that I've got.  
3 Hold on one minute.

4 BY MR. MAST:

5 Q Have you talked to your mother -- Or strike  
6 that.

7 Have you talked to your parents at all  
8 about this incident with regard to whether they saw  
9 anything?

10 A No.

11 Q Okay. Do you know if they saw anything  
12 regarding the incident?

13 A I know they didn't see how it went down.

14 Q Did they -- Do you know if they saw the  
15 process of what you and Paul were doing in cutting  
16 these branches down?

17 A No.

18 Q Okay. Do you know if they knew about the  
19 incident before you left the property that day?

20 A Yeah, they knew that something had  
21 happened --

22 Q Okay.

23 A -- bad.

24 Q Okay. Since you only met or spoke with Paul

1 on a few various occasions after the incident, I'm  
2 assuming you're not really up-to-date on the nature  
3 and extent of his recovery and/or his medical injury;  
4 fair enough?

5 A No, I'm not.

6 Q Is that fair enough?

7 A That's fair.

8 Q Okay. So what limitations or the severity of  
9 the injury and what it's turned out to be, you don't  
10 know about; fair enough?

11 A I don't know.

12 Q Okay. And the work you were doing was at the  
13 request of your parents, correct?

14 A It was at the submitting of my parents for my  
15 suggestion that it was a good time to do this.

16 Q It was for purposes of your parents. It was  
17 their property and it was --

18 A Yes.

19 Q -- work doing --

20 A It was for purposes of my --

21 Q Hold on.

22 A Okay.

23 Q It was for their purpose, your parents'  
24 purpose to do it. You weren't benefiting yourself in

1 doing it, were you, other than getting money for it?

2 MR. BARCH: I object to the form of that  
3 question. It calls for legal opinions.

4 MR. MAST: I don't --

5 BY MR. MAST:

6 Q Go ahead. Do you want me to ask the question  
7 again?

8 A Yeah.

9 Q All right. The work you were doing in  
10 cutting the tree on your parents' property when this  
11 injury occurred was to benefit your parents, correct?

12 A Yes.

13 MR. BARCH: Same objection.

14 BY MR. MAST:

15 Q Okay. And you were getting paid to do it,  
16 correct?

17 A Yes.

18 Q Okay.

19 MR. MAST: Go ahead. I'll let you go and see if  
20 I have anything else here.

21

22

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## EXAMINATION

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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.



1 statements?

2 A No. No, Mike is a listener.

3 Q Okay.

4 A He stays out of things.

5 Q And I may be confused but was that the same  
6 conversation where he -- where you basically said you  
7 wouldn't tell something that wasn't true?

8 A No, that was a separate conversation. I was  
9 leaving his house and he kind of just blurted out  
10 across the kitchen where Mike was witness to him  
11 saying it.

12 Q The one that Mike was there, there wasn't any  
13 discussion about money or --

14 A No.

15 Q -- testifying any certain way?

16 A No.

17 Q Okay. All right. I guess going back to this  
18 whole situation, what brought you out to your -- I  
19 guess to this -- to do this work at your mom and dad's  
20 place. That's your mom, right?

21 A Yes.

22 Q Carolyn is your mom, and Bill's been your  
23 stepfather for years?

24 A For years, yeah.

1 Q And you were there -- If I understand what  
2 you're saying, you were there, there was a discussion  
3 as to what to do with these trees now that the shed  
4 was down?

5 A Correct.

6 Q And it was just a -- if I heard your  
7 testimony, a good opportunity to take down these  
8 overhanging trees?

9 A Yes.

10 Q Was there plans to put up a new shed?

11 A No. Actually, we installed the same size  
12 shed on the same platform in the same spot after the  
13 trees came down.

14 Q Okay.

15 A As I said, it was opportune because it was  
16 absent now.

17 Q Okay. But was there -- the long-range plan  
18 was to put a new shed back in the same spot?

19 A Yes.

20 Q A replacement?

21 A Yes.

22 Q All right. So before doing that, it was --  
23 your thought is let's get rid of this overhanging  
24 tree?

1           A     Yes.

2           Q     All right.  And I -- I -- This whole notion  
3 as to whether you were paid or not paid, did they end  
4 up giving you cash for doing work out there?

5           A     I did a multitude of things; but yes, for  
6 that job --

7           Q     Okay.

8           A     -- there was many upgrades done on the  
9 property, so ...

10          Q     Did you consider yourself to be their  
11 employee or were you just doing a favor for them for  
12 money, what?

13          A     No, I was -- I was doing a favor and because  
14 of the times, I was getting money where I could and my  
15 mom wanted to supply me with some kind of means of  
16 income because I couldn't find it anywhere else and I  
17 provided a service for her.

18          Q     You called it at one point a chore --

19          A     A chore.

20          Q     -- that you were doing for them?

21          A     Yeah.

22          Q     All right.  Now, with respect to the tree  
23 trimming and then ultimately whether they were  
24 removed, did either Bill or Carolyn come out there and

1 tell you how they wanted this done?

2 A No.

3 Q Prior to you undertaking that job, did you  
4 sit down with them and have them tell you what they  
5 wanted done, what their expectations were, or anything  
6 like that?

7 A No.

8 Q Have you ever actually seen either one of  
9 them use a chain saw?

10 A No.

11 Q Would you agree that you were free to cut  
12 those limbs, take down the branches, to do that in any  
13 way you saw fit?

14 A Yes.

15 Q And you didn't have an invoice or a written  
16 contract with them --

17 A No.

18 Q -- or anything like that?

19 A No.

20 Q And then this whole concept as to whether  
21 David was there -- I'm sorry -- as to why Paul was  
22 there, he was there -- you invited him over?

23 A I did.

24 Q And Mr. and Mrs. McGuire may have known he

1 was coming over?

2 A Yes.

3 Q You told them that?

4 A Yes.

5 Q Did you tell them that he was coming over to  
6 help you?

7 A I said that I asked Paul to help me today and  
8 they didn't say anything because we worked together  
9 before and they're friends, so ...

10 Q And at that point, if I heard your testimony,  
11 there was no discussion between you and your parents  
12 about them paying for Paul's time?

13 A No.

14 Q And that wasn't something that you and Paul  
15 even talked about?

16 A No.

17 Q Even up until the point of injury, that was  
18 not a subject of conversation?

19 A No, it was not.

20 Q Do you know if he was planning on taking some  
21 of the trimmed-up branches for firewood?

22 A I was assuming in my mind that that would  
23 suffice him initially, yes, because he had already  
24 taken some before from the front yard. He has a

1 fireplace at his home that he burns --

2 Q Okay.

3 A -- where we don't -- or she doesn't here.

4 Q That was an assumption but was it actually a  
5 subject of conversation between you and he?

6 A No, we did not discuss it.

7 Q So in terms of what, if anything, Paul might  
8 get out of it, as you sit here today, you don't recall  
9 any discussions with Paul about what he would get in  
10 return for helping you?

11 A No, he just agreed to help a friend take down  
12 some trees.

13 Q And I -- if I'm understanding your testimony  
14 too, Paul wasn't trying to override anything you were  
15 doing; he wasn't telling you what to do either?

16 A No.

17 Q There was a lot of unspoken things happen  
18 between the two of you?

19 A Yes.

20 Q The branch that you and Mr. Dulberg were  
21 working on -- I'm sorry -- the limb that you and he  
22 were working on, that one you mentioned as you were  
23 cutting that fourth branch as turning, that one  
24 flexed?

1 A Yes.

2 Q And you used the word flexed, at one point  
3 also bowed, you used that word?

4 A Yes.

5 Q If I'm understanding what you're saying, the  
6 actual limb itself bent?

7 A Yes.

8 Q All right. Did you have that happen on any  
9 of the other 24 to 29 branches that you were cutting?

10 A No.

11 Q That was the first time that happened?

12 A Yes.

13 Q All right. And the -- at the point in time  
14 you described, and I don't want to go through in  
15 detail what you and Mr. Mast just went over, but you  
16 described how you were moving for that -- at the  
17 second attempt to get that fourth branch; and if I  
18 understood your testimony, simultaneously Mr. Gagnon  
19 is coming in with his right arm to grab the limb --

20 A Mr. Dulberg, yes.

21 Q -- and the saw and his arm converged  
22 simultaneously?

23 A Yes.

24 Q Okay. Had Mr. Dulberg gotten his hand

1 anywhere near the chain saw any closer than 12 to  
2 18 inches anytime prior to that?

3 A No.

4 Q At any point in time did you perceive or fear  
5 that he was getting his arm too close or hand or  
6 whatever, any part of his body too close to the blade  
7 of the chain saw that you were operating?

8 A No. No.

9 Q Right up until the very end?

10 A No.

11 Q Did you ex- -- As you were cutting, having  
12 down 24 to 29 branches, because this happened you're  
13 estimating on the twenty-fifth or thirtieth branch,  
14 correct?

15 A Yeah, somewhere around there.

16 Q Limb. Did you expect him to be putting his  
17 arm in there to help with the flex?

18 A No, because none of them flexed previous to  
19 that. I didn't foresee it at all.

20 Q All right. And would you agree that prior to  
21 June 28, 2011, indeed right up until the point where  
22 Mr. -- where the saw came in contact with  
23 Mr. Dulberg's arm, you knew that a chain saw could cut  
24 somebody?

1 A Yes.

2 Q You didn't have to be told that --

3 A No.

4 Q -- by anybody else?

5 A Did not have to be told that.

6 Q And would you also agree that you knew that  
7 it would be important if you were using a chain saw to  
8 keep it clear of somebody else's arm and hands and  
9 body for that matter?

10 A Yes.

11 Q You didn't have to be told that by anybody?

12 A No.

13 Q And you talked about a certain position you  
14 took with the chain saw, you called it a lock --

15 A Locked elbow.

16 Q Locked elbow?

17 A Yeah.

18 Q Is that where one hand's on there -- there's  
19 like a bar that you can hold the chain saw with?

20 A Yes.

21 Q Then there's another part where there's a  
22 trigger?

23 A Yes.

24 Q You actually have to pull the trigger to get

1 the chain to move?

2 A Yes.

3 Q And which elbow are you talking about being  
4 locked, both of them?

5 A Right elbow locked into my ribs so that my  
6 strokes were short.

7 Q Okay. So that was some -- that was a  
8 technique that you were using to maintain control over  
9 that chain saw?

10 A Yes.

11 Q Is that something that you learned just in  
12 practice or something you heard before?

13 A No, I witnessed people doing it when they're  
14 in close quarters because sometimes you'll have to do  
15 that. You know, I have a friend who does tree  
16 trimming and I'd just seen it performed before.

17 Q Okay.

18 A It's also less fatiguing on the worker.

19 Q And it may be elementary but correct me if  
20 I'm wrong, you were -- as you were using the saw to  
21 cut those branches off the limbs, part of what you  
22 were doing is removing these limbs, correct?

23 A Yes.

24 Q The branches from the limbs?

1 A Yeah.

2 Q And part of what you're doing is trying to  
3 not hurt yourself --

4 A Correct.

5 Q -- in the process?

6 A Yeah.

7 Q Were you also endeavoring to not hurt  
8 Mr. Dulberg?

9 A Yes. I had no intentions of hurting anyone.

10 Q At any point in time prior -- right up until  
11 the point where the chain blade came into contact with  
12 Mr. Dulberg's arm, did you feel there was a -- did you  
13 feel compelled or was there anything causing you to  
14 feel compelled to tell him to keep his hands or arms  
15 out of the way?

16 A No, they were not in the way.

17 Q He was doing that all the way up until that  
18 point in time?

19 A Yes.

20 Q And if I heard you, you don't know all the  
21 injuries -- the extent of any injuries or  
22 complications Mr. Dulberg had as a result of that car  
23 accident that he had?

24 A Nerve damage is all I was aware of.

1 Q Okay. Whether he broke his neck or had any  
2 residuals with the elbow, rehab or surgeries, none of  
3 that you don't know?

4 A Yeah, I don't know.

5 MR. BARCH: All right. That's all I have.

6 MR. CALLAHAN: I just have one -- two quick  
7 questions that you may want to have some follow-up on  
8 if I can just go?

9 MR. MAST: Okay.

10 EXAMINATION

11 BY MR. CALLAHAN:

12 Q Mr. Gagnon, are you aware of any other work  
13 that Mr. Dulberg has done in addition to helping you  
14 tear off a roof after the date of the incident?

15 A He tends a garden which is his whole front  
16 yard this summer, the last summer. He did some -- He  
17 did some renovation and tear-out work for a -- kind of  
18 strange you asked that, but a homosexual that lives in  
19 Twin Lakes and he just freely gave up, he's like,  
20 Yeah, I met your friend Paul.

21 You know, he helped me tear out the dry  
22 wall in my basement and stuff and then I was like, oh,  
23 really? And I asked him if he would testify and he  
24 said, I don't want to get involved. So maybe he'd

1 want to get involved now, I don't know, but that was  
2 the one example; and then of course on my home, my  
3 roofing.

4 Q So he did some demolition work for some other  
5 people?

6 A Yeah.

7 Q And that was referred to in your statement  
8 that you gave Mr. Mast before this deposition?

9 A Yes.

10 MR. CALLAHAN: Okay. That's all I have.

11 MR. MAST: Yeah, I want to follow up on that.

12 FURTHER EXAMINATION

13 BY MR. MAST:

14 Q He tends a garden. Do you ever watch him  
15 tend the garden?

16 A I've seen him tend to his garden.

17 Q Since the accident?

18 A Physically walking in his garden and picking  
19 vegetables, yeah. I mean, as far as tilling and that,  
20 no, I have not seen him labor as far as tilling,  
21 although he did borrow my tiller to till it.

22 Did I see -- Did I see him? No.

23 Q Okay. Have you ever seen him till his  
24 garden?

1 A No.

2 Q The only thing you've seen him do since his  
3 accident as far as his garden is to pick vegetables?

4 A Yeah.

5 Q Okay. And that's just by when you drive by  
6 you see him doing that?

7 A He's -- He told me at those times when I was  
8 there, you know, look at all the produce I have.

9 Q He told you when? What are we talking about?

10 A When I was there.

11 Q After the accident?

12 A Yeah. On those -- On those occasions that I  
13 mentioned, he's got all his, you know, vegetables and  
14 stuff lined up at his house.

15 Q You're going too fast. On what occasions?  
16 These conversations we talked about at the beginning  
17 of this deposition weren't all at his house.

18 A No, the one where I was in the kitchen.

19 Q Right. That's the one time. You said --

20 A Such as -- Such as that, you know, and --

21 Q Wait. Wait.

22 A His brother doesn't tend the garden.

23 Q Hold on. Hold on. Stop. After the accident  
24 how many times have you been to his house?

1 A As I had said.

2 Q How many?

3 A As I had said.

4 Q What is as I had said? What answer -- How  
5 many is that?

6 A You've got it written down right there.

7 Q How many? I don't know what you're talking  
8 about. How many?

9 A I told you the one time in the kitchen.

10 Q Right.

11 A And there you go.

12 Q So one time?

13 A Yeah.

14 Q Okay. Just say one then; that's the answer.  
15 So the question is, how many times have you been to  
16 Paul's house since his accident? It's one time,  
17 right?

18 A Yeah.

19 Q Is that a yes?

20 A Yes.

21 Q Okay. So the times that you've seen anything  
22 that he's done with his garden, have you ever visited  
23 him to see what he does in the garden?

24 A No, I didn't witness him working in the

1 garden.

2 Q Okay. So what you're saying is the testimony  
3 you just gave about him tending the garden is what you  
4 have had that one conversation when you were at his  
5 house that one time after the accident, right?

6 A Yeah.

7 Q And that was a conversation you had with him  
8 and he said, Hey, look at what I do when I tend my  
9 garden?

10 A Yeah. I was figuring maybe the dog helped  
11 him, you know.

12 Q You know, I'm not trying to be funny. I'm  
13 just trying to get the facts, okay? Because what you  
14 say might -- you might not understand but it leaves a  
15 lot of inferences. I'm trying to finish -- find out  
16 exactly what you mean as far as so I don't have to  
17 infer what you mean, okay?

18 A Okay.

19 Q So I'm not trying to be funny about it. You  
20 were there at his house one time after the accident,  
21 right?

22 A Yes.

23 Q And that was the time four months after the  
24 accident?

1 A Yes.

2 Q Okay. And that's the information then that  
3 you got about him tending his garden, correct?

4 A Yes.

5 Q Okay. You've never seen him tend his garden  
6 since the accident, have you?

7 A Picking fruit, tending? Yeah. I mean, are  
8 you talking about tilling soil? Are you talking about  
9 walking in the garden in the sense --

10 Q Have you seen --

11 A What are you saying is tending?

12 Q All right.

13 A I don't understand.

14 Q Okay. I understand that.

15 A Okay.

16 Q How many times have you seen him in his  
17 garden since the accident?

18 A We'll say ten times driving by his house,  
19 going into the neighborhood that I used to live in, no  
20 conversations, not stopping by, not talking to him.

21 Q I got the answer, ten times.

22 A But I'd usually seen him in his garden.

23 Q During those ten times you've seen him in his  
24 garden since the accident, what things have you seen

1 him do?

2 A Harvesting vegetables.

3 Q Picking vegetables?

4 A Yes.

5 Q Okay. With his hands?

6 A Yes.

7 Q Putting them in some type of basket or  
8 something?

9 A Yes.

10 Q Okay. And you would see him just by passing  
11 by so it'd be a matter of a couple seconds you would  
12 see him, right?

13 A Yes.

14 Q For each of those ten times, right?

15 A Yes.

16 Q And those are ten separate dates?

17 A Yes.

18 Q Over a course of a summer?

19 A Over the course of since this occurrence.

20 Q Okay. So that would be two summers?

21 A So two summers, right.

22 Q Okay. Very good. Let's talk about that  
23 renovation work then. The renovation work that you're  
24 talking about isn't something you saw him do, it's

1 something that somebody else told you that he has  
2 done, right?

3 A Yes.

4 Q And who is the individual, what's his name?

5 A Mike Thomas.

6 Q Mike Thomas?

7 A Yeah.

8 Q He's the homosexual you were talking about?

9 A Yes.

10 Q And he lives in where?

11 A He lives in Twin Lakes.

12 Q Okay. Are you friends with him?

13 A No.

14 Q Okay. So you don't know personally what Paul  
15 did, if anything, at Mike Thomas's house, you just  
16 know what Mike Thomas told you, correct?

17 A Correct.

18 Q Okay. So whether he actually did renovation  
19 work, meaning Paul, you don't know; fair enough?

20 A His basement was renovated.

21 Q Whether Paul did the work or not, you don't  
22 know; fair enough?

23 A I was told that he did the work.

24 Q Right, and so now I'm asking do you know if

1 Paul did the work or just through what you were told?

2 A I was informed that Paul had done the work  
3 inadvertently without asking for me to be revealed  
4 that someone -- someone had told me that I know this  
5 person.

6 Q All right. Here, let me say it a different  
7 way.

8 A I know, you're trying to work it your way.

9 Q I'm not trying to work -- I'm just trying to  
10 get the basis of what you're saying and you didn't see  
11 him do the work, right?

12 A No, I didn't see him do the work.

13 Q So you don't know if he really did the work,  
14 do you, other than what somebody told you, correct?

15 A That's a fair assumption.

16 Q And Mike is the only person that told you he  
17 did the renovation work, right?

18 A That is correct.

19 Q And what part of the renovation work you  
20 don't know; fair enough?

21 A That's a fair assumption.

22 Q Okay.

23 MR. MAST: That's all I have. Thanks.

24

FURTHER EXAMINATION

1  
2 BY MR. CALLAHAN:

3 Q I hate to do this but one more question.  
4 Have you seen Mr. -- In the time you've seen  
5 Mr. Dulberg after the accident, have you seen him  
6 working on his computer?

7 A I've seen him working on his computer, yes.

8 Q All right. And he seems to be able to use  
9 both hands on the computer?

10 A He's always on his computer, yeah.

11 Q Okay.

12 A That's what he does.

13 MR. CALLAHAN: That's all I have. Thank you.

14 MR. MAST: Now I've got to ask you that. All  
15 right.

16 FURTHER EXAMINATION

17 BY MR. MAST:

18 Q How many times have you been to Paul's house  
19 since the accident, just that one time?

20 A Yes.

21 Q Is that the only time you've seen him operate  
22 his computer after the accident?

23 A That was the time that I've seen him, yeah.

24 Q Okay. Fair enough.

1

MR. MAST: All right.

2

MR. CALLAHAN: Signature reserved.

3

(Witness excused.)

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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. )

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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC





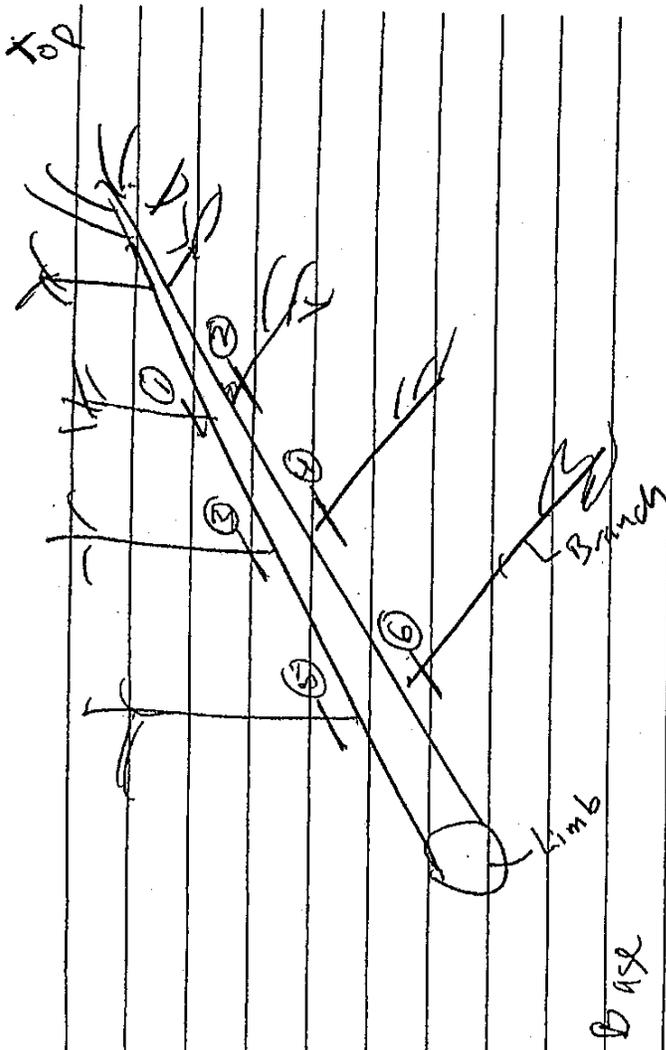


EXHIBIT  
Ceylan I  
MMO  
PERGAD 600-601-6089

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.

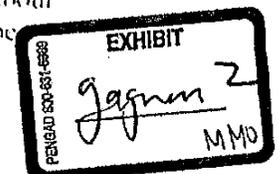
I was turning \_\_\_\_\_ so that the back was going to cut and an easier go at it. Therefore, the branches that came down. I guess I can say "we" without saying "me" opted to stand the branches up and proceeded to cut. We done this many times, basically scalding off the small branches to make in size 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.

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,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

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 90<sup>th</sup> Place, Genoa City Wisconsin 53128  
DOB: 4/3/1697

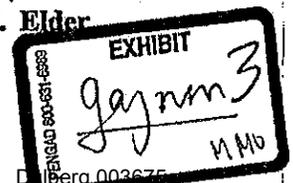
2. State your marital status on the date of the occurrence in question and, if married, your spouse's name and age on said date.

ANSWER: Married; Pamela Gagnon, 39010 90<sup>th</sup> 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 90<sup>th</sup> Place, Genoa City Wisconsin 53128; Paul Dulberg, 4606 Hayden Ct, McHenry Illinois 60050; Carolyn McGuire, 1016 W. Elder



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 <sup>BACK</sup>front 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 90<sup>th</sup> 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 90<sup>th</sup> 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 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:

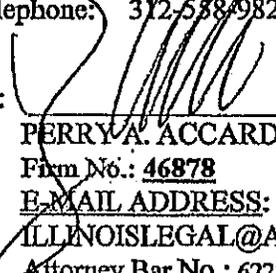
Hans A. Mast  
Law Offices of Thomas J. Popovich, P.C.  
3416 W Elm St  
McHenry IL 60050

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

LAW OFFICE OF M. GERARD GREGOIRE  
200 N LaSalle St Ste 2650  
Chicago, IL 60601-1092  
Telephone: 312-588-9821

By: 

PERRY A. ACCARDO

Firm No.: 46878

E-MAIL ADDRESS:

ILLINOISLEGAL@ALLSTATE.COM

Attorney Bar No.: 6228720

Attorney for Defendant(s):

David Gagnon

1 IN THE CIRCUIT COURT OF THE 22ND JUDICIAL DISTRICT  
2 McHENRY COUNTY, ILLINOIS

3	PAUL DULBERG,	)	
		)	
4	Plaintiff,	)	
		)	
5	vs.	)	No. 12 LA 000178
		)	
6	DAVID GAGNON, Individually	)	
	and as Agent of CAROLINE	)	
7	McGUIRE and BILL McGUIRE,	)	
	and CAROLINE McGUIRE and	)	
8	BILL McGUIRE, Individually,	)	
		)	
9	Defendants.	)	

10

11 The discovery deposition of ~~KAREN LEVIN,~~

12 ~~M.D.~~, taken in the above-entitled cause, before

13 Angela M. Ingham, a Notary Public within and for

14 the County of Cook and State of Illinois, and a

15 Certified Shorthand Reporter of said state, at

16 1900 Hollister Drive, Suite 250, Libertyville,

17 Illinois, on the 1st day of October, 2013, at the

18 hour of 9:00 a.m.

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21

22

23

24

1 APPEARANCES:

2 LAW OFFICES OF THOMAS J. POPOVICH,  
3 P.C.  
4 (3416 West Elm Street  
5 McHenry, Illinois 60050  
6 815.344.3797), by  
7 MS. THERESA M. FREEMAN,

8 On behalf of the Plaintiff;

9 LAW OFFICE OF STEVEN A. LIHOSIT  
10 (200 North LaSalle Street  
11 Suite 2550  
12 Chicago, Illinois 60601  
13 312.558.9821  
14 perry.accardo@allstate.com), by  
15 MR. PERRY A. ACCARDO,

16 On behalf of the Defendant  
17 David Gagnon;

18 CICERO, FRANCE, BARCH & ALEXANDER,  
19 P.C.  
20 (6323 East Riverside Boulevard  
21 Rockford, Illinois 61114  
22 815.226.7700  
23 rb@cicerofrance.com), by  
24 MR. RONALD A. BARCH,

On behalf of the Defendants  
Caroline McGuire and Bill  
McGuire.

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I N D E X

WITNESS

EXAMINATION

KAREN LEVIN, M.D.

By Mrs. Accardo

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By Mr. Barch

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By Ms. Freeman

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E X H I B I T S

NUMBER

MARKED FOR ID

Levin Deposition Exhibit

No. 1 Dr. Levin's curriculum

4

vitae

1 (Whereupon, Levin Deposition  
2 Exhibit No. 1 was marked for  
3 identification.)

4 (Witness duly sworn.)

5 MR. ACCARDO: Doctor, could you please state  
6 your name and spell it for the court reporter.

7 THE WITNESS: Karen Levin, L-e-v-i-n.

8 MR. ACCARDO: Let the record reflect this is  
9 the discovery deposition of Dr. Karen Levin taken  
10 pursuant to notice, taken in accordance with the  
11 rules of the Circuit Court of McHenry County and  
12 the rules of the Supreme Court of the state and all  
13 other applicable local court rules.

14 KAREN LEVIN, M.D.,  
15 called as a witness herein, having been first duly  
16 sworn, was examined and testified as follows:

17 EXAMINATION

18 BY MR. ACCARDO:

19 Q. Dr. Levin, I'm going to be asking you some  
20 questions this morning about a patient of yours by  
21 the name of Paul Dulberg, okay?

22 A. Correct.

23 Q. All right. I assume that you've given  
24 depositions before?

1 A. Yes.

2 Q. You're familiar with the ground rules  
3 governing depositions, things of that nature?

4 A. Yes.

5 Q. All right, great.

6 We've been tendered your CV which has been  
7 marked as Levin Deposition Exhibit No. 1. Is that  
8 relatively current and up-to-date?

9 A. Yes, it is.

10 Q. All right. Are there any changes on it,  
11 or is it up-to-date?

12 A. It's up-to-date.

13 Q. All right. You are a ~~neurologist~~, is that  
14 correct?

15 A. Correct.

16 Q. All right. And you're currently  
17 ~~affiliated with Associated Neurology in~~

18 ~~Libertyville, Illinois?~~

19 A. Correct.

20 Q. And how long have you been affiliated with  
21 Associated Neurology?

22 A. It will be coming up on ~~20~~ years next  
23 ~~year.~~

24 Q. And within neurology do you have any

1 specialties?

2 A. Not anymore. I did a fellowship in  
3 electrophysiology and epilepsy, but that's 20 years  
4 ago. I've been practicing general neurology since

5 Q. And you have a couple of publications  
6 listed on your CV?

7 A. During fellowship, yes.

8 Q. Okay. Would either of those be applicable  
9 to this case, or is there any information that we  
10 can glean from those that would be useful in this  
11 case?

12 A. Only that they were related to EMG studies  
13 and he had an EMG but, other than that, not really.

14 Q. All right, great.

15 Are you board certified?

16 A. Yes.

17 Q. All right. And what does board  
18 certification mean?

19 A. In neurology there's two parts you have to  
20 pass, a written board and then an oral board, and  
21 then every ten years recertification.

22 Q. All right. Do you have any independent  
23 recollection of Paul Dulberg?

24 A. Some, but I still would need my notes

1 also.

2 Q. And you have your notes here. Is that  
3 your complete chart for Paul Dulberg?

4 A. Yes, it is.

5 Q. And would that be the complete chart for  
6 Associated Neurology then as well?

7 A. Correct.

8 Q. Now, it looks like Mr. Dulberg treated  
9 with Associated Neurology back in the early 2000s,  
10 is that correct?

11 A. Correct, with somebody else in the office,  
12 right.

13 Q. Than that was Dr. Grobman?

14 A. Correct.

15 Q. And that was all as a result of an  
16 automobile accident and involved the left side of  
17 Mr. Dulberg's body, is that correct?

18 A. Per the notes I have, yes.

19 Q. All right. Now I looked through those  
20 notes the best I could. Some of the writing I  
21 couldn't read; but in those notes related to the  
22 prior automobile accident, are there any complaints  
23 or anything related or anything that mentions any  
24 problems that Mr. Dulberg had with anything on the

1 right side of his body, in particular his right  
2 arm? I didn't see any.

3 A. I actually see there's a note on  
4 August 23rd of 2002. That's an exam that says  
5 pressure in the right supraclavicular fossa elicits  
6 pain, digits 3 and 4 of the right hand dorsally?

7 Q. And that's August 23rd --

8 A. Of 2002. And, again, I don't know if it  
9 was supposed to be left because that's the only  
10 time I see right. It's not my notes. I can't tell  
11 you.

12 Q. Okay.

13 A. Other than that, it looks like it's all  
14 saying left.

15 Q. Okay. Just going back to that August 23,  
16 2002, whether or not it's supposed to be left and  
17 says right, if it were, in fact, right sided, could  
18 you explain in laymen's terms what that part of  
19 that note means?

20 A. That when he gave pressure like right  
21 under the neck area he had some sensations in the  
22 pinky and the finger next to it.

23 Q. And, again, that's the only mention that  
24 you see of right sided?

1 A. Correct.

2 Q. And I know you're not the doctor that  
3 treated Mr. Dulberg at that time. I know it was  
4 Dr. Grobman; but if he were in the office for left-  
5 sided problems, would there be any particular  
6 reason that you would think of for the examination  
7 or for this pressure to be put on the right side?

8 A. You just would do a full exam. Again, I  
9 suspect with everything else looking in here that  
10 that was supposed to say left because it's the only  
11 mention anywhere of right.

12 Q. Okay. All right.

13 A. ~~And Mr. Dulberg, I think the first time I~~  
14 ~~saw him, had said he had never had any right-sided,~~  
15 ~~problems.~~

16 Q. Before the deposition today, did you  
17 review any other documents other than the records  
18 contained in your chart?

19 A. No.

20 Q. Okay. Now it looks like the first time  
21 that Mr. Dulberg came to see you was on ~~July 28th~~  
22 ~~of 2011,~~ is that right?

23 A. Correct.

24 Q. And why was it that he came to see you?

1 A. ~~He had had an injury while holding a~~  
2 ~~branch, and a chain saw cut his right forearm.~~

3 Q. And he filled out a health questionnaire  
4 at that time?

5 A. Correct.

6 Q. And under his medical history he indicated  
7 headaches. Do you have that, or no?

8 A. I will in a second.

9 Q. Okay. Under his health medical history,  
10 he indicated headaches, muscle weakness, numbness,  
11 and tingling sensations and neck pain, is that  
12 correct?

13 A. Correct.

14 Q. And he was 41 years old at the time?

15 A. Correct.

16 Q. And right handed?

17 A. Correct.

18 Q. Now jumping back a little bit to the prior  
19 treatment that was done for the left arm, what type  
20 of procedure was performed on Mr. Dulberg's left  
21 arm? He lists a left arm ulnar nerve trans?

22 A. Right. That would be an ulnar nerve  
23 transposition. Behind the elbow, the nerve kind of  
24 gets caught in an area called the ulnar groove, and

1 they sort of take it out, and it's basically the  
2 carpal tunnel of the elbow. So they just move the  
3 nerve over a little so you don't get the symptoms  
4 of pressure on the nerve.

5 Q. Okay. Going to the second page of the  
6 health questionnaire, I don't know if it's the  
7 second page necessarily but it's --

8 A. My examination sheet.

9 Q. Okay. That would be your examination  
10 sheet?

11 A. Yes.

12 Q. And is that two pages then?

13 A. Yes. It's a front and a back.

14 Q. Okay, all right. The first page under  
15 explanatory notes there's a little diagram of a  
16 hand. What does that show? What are the little  
17 hashmarks for?

18 A. It's where he had a cut mark.

19 Q. Okay. Under reflexes it looks like there  
20 are some marks. What do those indicate?

21 A. That his upper extremity reflexes were  
22 symmetric and what we call one. Reflexes are  
23 graded between one and four, and his were one.

24 Q. One being best?

1 A. No. It's just how strong they are, but  
2 it's just more of a symmetry thing. Four is an  
3 abnormally brisk reflex; but between one and three,  
4 you're more just looking to see if they're  
5 symmetric on both sides, and his were.

6 Q. And then going into the second page,  
7 there's a little diagram and some notes next to it.  
8 What does that say, and what does that indicate on  
9 that diagram?

10 A. In that area that I have the darkness  
11 which is in the distribution of the ulnar nerve, he  
12 had -- actually it can be the ulnar or C8 based on  
13 that diagram. He had decreased sensation to light  
14 sensation, pinprick sensation, and temperature  
15 sensation.

16 Q. All right. And how are those tests  
17 performed, the light touch, the pinprick, and the  
18 temperature?

19 A. It's comparing side to side parts of the  
20 arm using -- light touch is a tissue, pinprick is a  
21 safety pin, and temperature is a cold tuning fork.

22 Q. Would you consider those to be objective  
23 or subjective?

24 A. Subjective.

1 Q. And then there are some notes then  
2 underneath, underneath the diagram?

3 A. Sure.

4 Q. What do those say?

5 A. It says, likely branch sensory neuropathy,  
6 check an EMG, and may need to see a hand surgeon.

7 Q. And what is branch sensory neuropathy?

8 A. That is as opposed to cutting one of the  
9 main nerves that he had cut sensory nerves that are  
10 kind of on the ends, the tiny little branches that  
11 go to do the sensation peripherally in the hand.

12 Q. And it looks like then following your  
13 July 28th visit you wrote a letter to a Hans Mast,  
14 who is Mr. Dulberg's attorney?

15 A. I'm glad you knew who it was because  
16 that's what I was looking through a little bit  
17 before just now when I was here, trying to figure  
18 out who Mr. Mast was, yes.

19 Q. The mysterious Mr. Mast. All right, yes,  
20 and that was prepared following your examination of  
21 July 28th?

22 A. Correct.

23 Q. Is there any indication as to how it was  
24 that Mr. Dulberg came to see you? Was it on the

1 basis of a referral, another physician?

2 A. I looked at his patient information sheet  
3 and referred by is empty, so I don't know.

4 Probably because he had been here before would be  
5 my guess.

6 Q. Okay, all right. And in that letter -- I  
7 know you already mentioned that Mr. Dulberg told  
8 you that he had never had any difficulties with his  
9 right arm?

10 A. Correct.

11 Q. All right. And other than the one  
12 sentence that talks about holding a branch for a  
13 neighbor when a chain saw came up and cut his right  
14 forearm, did Mr. Dulberg give you any other details  
15 about how the accident happened?

16 A. No, he did not.

17 Q. Does your chart contain any of the  
18 emergency room records? It would be from Northern  
19 Illinois Medical Center?

20 A. No.

21 Q. And in that letter, he indicates that he  
22 had originally very significant pain but as the  
23 pain was getting better he started noticing that he  
24 had numbness in his fifth digit and the inner

1 aspect of the forearm, is that correct?

2 A. Correct.

3 Q. Is there any indication in your notes as  
4 to how long this significant pain lasted or when it  
5 was that it started to get better and he noticed  
6 this numbness and tingling as far as time goes?

7 A. No.

8 Q. And the fifth digit, which one is that?

9 A. Pinky.

10 Q. It also indicates that he had not been  
11 dropping things. Is that significant to you?

12 A. The weakness. First signs people have a  
13 weakness is they can't grasp things or they're  
14 dropping them.

15 Q. Needless to say, that would be a good  
16 thing that he was not dropping things?

17 A. Correct.

18 Q. And he indicated that it was just mostly a  
19 tingling and a numb feeling?

20 A. Correct.

21 Q. And he talked about him undergoing the  
22 nerve conductions. Is that the EMG that is talked  
23 about in the note?

24 A. Correct.

1 Q. All right. And when was that done? When  
2 was that performed?

3 A. On August 11th -- or actually August 10th  
4 of 2011, which I know is interesting that it's  
5 prior to the date on this letter, and I don't know.  
6 They must have just dated the letter the date of  
7 his evaluation as opposed to when I actually  
8 dictated it.

9 Q. All right. You anticipated my next  
10 question.

11 And what is an EMG?

12 A. There's two parts to it. An EMG actually  
13 is -- the first part is called nerve conduction  
14 velocities, which check how your nerves conduct the  
15 impulse, stimulated at one point and recorded in  
16 another, and see how fast the response is, the  
17 size, shape, and speed of the response, comparing  
18 it to normal.

19 The second part is a part where you  
20 actually put a pin into muscles. He did not have  
21 that part because what I was looking for was to see  
22 how the nerve conduction were working.

23 So we kind of group it altogether and call  
24 it an EMG even though in reality when all he had

1 was the nerve conduction part.

2 Q. And what were the results of the nerve  
3 conduction?

4 A. That it showed that all the big branch  
5 nerves were conducting the electricity the way they  
6 should, the medial nerve and the ulnar nerve, which  
7 are your two big nerves in your arm.

8 Q. And when you say "the big branch nerves,"  
9 is that as sensitive as the nerve conduction gets,  
10 or would it go into any other smaller nerves?

11 A. No, that's as sensitive as it gets is  
12 looking at the big nerves. It doesn't pinpoint  
13 down to the nerve endings themselves.

14 Q. Okay. Is there any type of test that can  
15 figure out or tell you what's going on with the  
16 nerve endings or the smaller nerves?

17 A. After you get from the median nerve or the  
18 ulnar nerve, no, you can't really differentiate  
19 into the little branches that come off of it, so  
20 no.

21 Q. And then following that EMG which would  
22 have been on 8-10-11 -- or, I'm sorry, the nerve  
23 conduction study. I guess it's better to call it  
24 that. You indicated that you recommended that he

1 see a hand surgeon?

2 A. Correct.

3 Q. Okay. And why was it that you wanted him  
4 to see a hand surgeon?

5 A. Just to make sure that they didn't feel  
6 that there was anything else that needed to be  
7 explored or anything that they thought could be  
8 done with the scar that was there, anything else  
9 like that.

10 Q. Do you have any idea as to whether or not  
11 Mr. Dulberg ever went to see a hand surgeon?

12 A. Yes, he did.

13 Q. And who was it that he went to see?

14 A. The first person he saw in December on  
15 December 2nd of 2011 was at Mid-American Hand and  
16 Shoulder, Dr. Marcus Talerico, T-a-l-e-r-i-c-o.

17 Q. And do you have a report back from  
18 Dr. Talerico?

19 A. Yes, I do.

20 Q. And what did that indicate?

21 A. It says there is no evidence of complete  
22 injury to his ulnar nerve on physical exam. His  
23 complaints are likely muscular in origin. He may  
24 have some superficial sensory complaints as well.

1 They did not think he needed surgery.

2 Q. And was there another doctor or another  
3 hand surgeon that he went to see?

4 A. On February 29th of 2012, he saw  
5 Dr. Sagerman, Scott Sagerman, S-a-g-e-r-m-a-n.

6 Q. And do you have a report back from  
7 Dr. Sagerman?

8 A. Yes.

9 Q. What kind of doctor is Dr. Sagerman?

10 A. He's a hand surgeon.

11 Q. Okay. And what did Dr. Sagerman tell you  
12 in his report back to you?

13 A. Well, actually it was Dr. Sek, S-e-k, who  
14 had sent him there, so I was just getting a copy of  
15 it.

16 Q. Do you know who Dr. Sek is?

17 A. No, I don't. His note said that there was  
18 the scar in his forearm, tenderness and sensitivity  
19 over the scar, and sensitivity in the -- that area  
20 we were talking behind the elbow, what's called the  
21 cubital tunnel. He thought that there was partial  
22 ulnar nerve injury, and he referred him for an EMG.

23 Q. Do you have any idea -- or did you get a  
24 report back on that second EMG?

1 A. Actually that's why I had that note  
2 because he came here on March 13th of 2012.

3 Q. And that was on the recommendation of  
4 Dr. Sagerman?

5 A. Correct.

6 Q. All right. And what were the results of  
7 that 3-13-12 EMG?

8 A. It was normal, and this time both the  
9 needle part and the nerve conductions were done.

10 Q. Okay. Was there any more follow-up that  
11 your chart shows with Dr. Sagerman or any other  
12 communication between the offices?

13 A. I spoke to Dr. Sagerman on that March --  
14 ~~May 16th of 2012~~. Is that the EMG date? Now I've  
15 got to look back. That was March. Okay, so a  
16 couple months later I have a note here on May 16th  
17 I spoke to Dr. Sagerman, and Dr. Sagerman would  
18 like the patient on neuropathic pain medications.

19 I was just trying to figure out why the  
20 patient was here, so he was in to be put on what we  
21 call neuropathic pain medicine, gabapentin, Lyrica.  
22 There's other ones, too, but those are the two  
23 common that help with unusual sensations.

24 And I believe I spoke with Dr. Sagerman

1    sometime this year also. I'm not seeing if it's in  
2    my notes or I just vaguely remember speaking to him  
3    sometime this year about Dr. Sagerman wanted to get  
4    another opinion from another neurologist. I don't  
5    see my note on it, but that's one of my independent  
6    recollections.

7           Q.   And do you recall as to why Dr. Sagerman  
8    wanted to get another opinion from another  
9    neurologist?

10          A.   Well, when Mr. Dulberg had come back in  
11    August complaining of a new symptom of contractures  
12    in his hands.

13          Q.   And contractures meaning what?

14          A.   Well, something that's called a dystonia-  
15    like symptom where his hand was cramping up.

16          Q.   And that was something new as of --

17          A.   Well, the first time I had seen it was in  
18    August, August 14th of 2013, but Mr. -- let me look  
19    through my notes here.

20                Yes, Mr. Dulberg said he had been having  
21    those spells since his original injury and they had  
22    only been rarely and now they were several times a  
23    day.

24          Q.   Now when was the last time that

1 Mr. Dulberg came to your office?

2 A. August 14th of 2013.

3 Q. And before that when did he come?

4 A. February 4th of 2013.

5 Q. And before that?

6 A. May 16th of 2012.

7 Q. I don't think I have the records from

8 February 4th or August 14th of 2013. Would we be

9 able to get copies of those?

10 A. Sure. So February 13th of '12 is the last  
11 note you have?

12 Q. The last I have is -- yes, I think I have  
13 5-16-12.

14 A. You do have that, okay.

15 MR. BARCH: Here is where the notes ended,  
16 right there, so you can see your page has some --

17 THE WITNESS: Okay.

18 MR. BARCH: The very top page has some entries  
19 after that.

20 (Discussion had off the record.)

21 BY MR. ACCARDO:

22 Q. Now backing up a little bit -- I think I'm  
23 getting a little ahead; but backing up, are there  
24 any handwritten notes other than the notes for your

1 examination that we talked about from the July 28,  
2 2011 initial visit?

3 A. Yes. Anytime that Mr. Dulberg would call  
4 in and talk to my assistant there would be a note  
5 that says mostly PC for phone call.

6 Q. Okay.

7 A. Or if records were released, they will be  
8 saying per subpoena records released.

9 Q. Okay. Could I see the handwritten notes  
10 from 7-28-11 because I don't think I have that  
11 either. That would have been his initial visit.

12 A. Oh, yes, that there wouldn't have been.  
13 It would have just been the sheet you had here and  
14 then I dictated out, so that there's no -- there's  
15 isn't anything.

16 Q. All right. So then he comes back. His  
17 second visit was August 10, 2011. We talked about  
18 that a little bit, and do you suspect then that  
19 this letter of July 28, 2011 was prepared after the  
20 August 10, 2011 visit?

21 A. Correct, it would have been put together  
22 on that August 10th.

23 Q. Now in that August 10, 2011 note, you  
24 indicate that he likely will improve somewhat over

1 the next several months?

2 A. Correct.

3 Q. Why is it that you believed at that time  
4 that he would improve somewhat over the next  
5 several months?

6 A. The typical pattern of this type of an  
7 injury?

8 Q. And by several months, what are we talking  
9 about?

10 A. Well, it used to be said that between six  
11 months and a year would be the most for recovery.  
12 ~~Now we say even up to maybe two years you can have~~  
13 ~~a little recovery back, but certainly the majority~~  
14 ~~of it is going to be between six months and a year.~~

15 Q. And in your letter you indicate sort of  
16 the same thing, that that may improve or you  
17 indicate that it may result in permanent numbness  
18 in the distribution that he was showing numbness.

19 How often or in what percentage of cases  
20 that you've dealt with would you say that this type  
21 of injury has resulted in permanent numbness?

22 A. ~~Cutting of a nerve can result in permanent~~  
23 ~~numbness often; but, again, it's just usually a~~  
24 ~~numb sensation in the distribution of that little~~

1 peripheral nerve?

2 Q. And just to be clear, when he came to see  
3 you both on July 28, 2011 and August 10 of 2011,  
4 his complaints were of the numbness and the  
5 tingling, not pain, is that a fair statement?

6 A. Correct. He had mentioned as the pain was  
7 getting better he started noticing the numbness and  
8 tingling.

9 Q. And in your notes there's no specific  
10 complaints of him having trouble with pain in the  
11 right forearm?

12 A. Correct.

13 Q. Okay. Did he ever mention to you any  
14 problems or anything associated with the area where  
15 the scar was or the scar itself?

16 A. At that point in time, no.

17 Q. Now after August 10th of 2011, he came  
18 back to the office on January 30th of 2012?

19 A. Correct.

20 Q. And why was it that he came in at that  
21 time?

22 A. His therapist asked him to be  
23 re-evaluated.

24 Q. And by "therapist," are we talking about a

1 physical therapist, I presume?

2 A. Correct.

3 Q. Do you know where he was undergoing  
4 physical therapy or anything like that?

5 A. No, I don't.

6 Q. Do you have any idea who recommended or  
7 who ordered him to undergo any physical therapy?

8 A. No, I don't.

9 Q. Given the symptoms that he was complaining  
10 of back in August of 2011, would any type of  
11 physical therapy have been something that would  
12 have been your recommendation?

13 A. No. We had asked him to see the hand  
14 surgeon, so it's very likely they recommended it.

15 Q. As far as making a decision regarding  
16 therapy for the symptoms that he was complaining of  
17 back in August of 2011, would you defer to a hand  
18 surgeon for a decision regarding physical therapy  
19 or the need for it?

20 A. Yes.

21 Q. Did you ever get any records from any  
22 physical therapists? I'm guessing not since you  
23 didn't know where he got it but...

24 A. That was the hand surgeon's notes I was

1 just going back to look; and actually, yes, it does  
2 look like in the hand surgeon's notes that they  
3 sent over there was some therapy notes, Dynamic  
4 Hand Therapy. That would have been February 6th of  
5 '12, so it would have been after. So after we saw  
6 him we must have asked for some notes from the  
7 therapist.

8 Q. Now going to the January 30, 2012 visit,  
9 what were his complaints when he came back in for  
10 this re-evaluation?

11 A. He was complaining of numbness and  
12 tingling and burning on the ulnar side, kind of the  
13 inner side of his arm and hand, and if he bent his  
14 little finger, it made the pain worse.

15 He had been filing for disability for disk  
16 disease and wanted to make sure that the symptoms  
17 he was having weren't related to the disk disease.

18 Q. Do you know what he's talking about as far  
19 as this disk disease, what part or parts of his  
20 body he's talking about?

21 A. No, I don't. If he was worrying about  
22 being from his arm, though, usually that would be  
23 cervical disk, not lumbar; but I don't know what he  
24 was applying for. I certainly was not the one

1 giving him disability.

2 Q. All right. Now I know that in his initial  
3 intake with you he had indicated a history of neck  
4 pain?

5 A. Correct.

6 Q. Did he give you any more details about  
7 that?

8 A. No, but it also was on his health  
9 questionnaire of 2002.

10 Q. Okay. And I think going back to the  
11 little diagram of the person back from July 28th of  
12 2011 you had mentioned, I think, there being a C8  
13 involvement or ulnar nerve involvement in that  
14 particular area --

15 A. Correct.

16 Q. -- that he was complaining of?

17 A. The distribution that he had, it could be  
18 C8 or ulnar. The EMG kind of excluded both of  
19 those.

20 Q. Okay. C8, however, that would be the  
21 cervical spine?

22 A. Correct, the cervical nerve root lesion,  
23 but his EMG was normal.

24 Q. This indication of burning on January 30th

1 of 2012, was that something new?

2 A. Well, when I had seen him July 28th, he  
3 was complaining of tingling and numbness, no  
4 burning at that time.

5 Q. Okay.

6 A. That kind of all goes together. It's what  
7 we call paresthesias, so they kind of all do run  
8 with each other.

9 Q. It's not significant to you at all that  
10 he's coming and complaining now of burning feeling  
11 in January of 2012? It's just pretty much all  
12 lumped together?

13 A. Correct.

14 Q. Okay. And the area in which he's  
15 complaining of symptoms, was it the same in  
16 January, on January 30th of 2012, or had it  
17 expanded or contracted at all?

18 A. Same area.

19 Q. How about the bending of his little fingers  
20 aggravating the pain and I think it also said sets  
21 it off all day, does that have any significance to  
22 you?

23 A. Not really explainable why that should be  
24 doing it.

1 Q. And did you perform an examination of him  
2 then on January 30th of 2012?

3 A. Yes.

4 Q. And what were the results of that  
5 examination?

6 A. He had shown decreased strength in moving  
7 this little finger out but not in. Abduction is out  
8 but --

9 Q. Out being away from --

10 A. Away from the middle. If your hand is  
11 together, pulling your fingers apart but not  
12 pulling it in.

13 Q. And would that be an objective or a  
14 subjective finding?

15 A. You ask somebody to give you their full  
16 strength. Obviously they don't have to be giving  
17 you their full strength, but you would like to  
18 presume they are.

19 Q. Any other abnormal findings in that  
20 examination?

21 A. ~~When he flexed his fifth digit, he~~  
22 ~~complained of this pain up his arm. So bending~~  
23 ~~your pinky is what flexing your fifth digit means.~~

24 Q. And, again, would that be subjective or

1 objective?

2 A. Subjective.

3 Q. And can you think of any reason or if --  
4 there's no explanation for why that would be the  
5 case?

6 A. Right. I was trying to come up with maybe  
7 there was some type of a neuroma, which is a bundle  
8 of nerve endings somewhere on the nerve that he's  
9 irritating, somewhere on the tendon. So that's why  
10 I recommended that he get the MRI scan of his  
11 forearm.

12 Q. Underneath in your handwritten note -- and  
13 I apologize for not being able to read some of it,  
14 but under the flexion of the fifth digit,  
15 there's --

16 A. Scar is raised, question, bump on it.

17 Q. Okay.

18 A. So that's the bump could be a neuroma, so  
19 that's why I decided to do the MRI.

20 Q. Okay. And so the area where he had the  
21 scar, it was raised?

22 A. Yes, so it wasn't a flat scar. It was  
23 raised off, still in the healing stage likely also.  
24 Scars takes years to change.

1 Q. And the bump, was that something that was  
2 visible, or is it something that you found upon  
3 examination?

4 A. To feel and that's why I even have it as  
5 question, so was there a bump or wasn't there. So,  
6 again, I wanted to get that MRI just to make sure.

7 Q. And did he have that MRI then?

8 A. Yes, he did.

9 Q. And what did that MRI show?

10 A. No neuromas, normal tendons.

11 Q. And when was that MRI done?

12 A. On February 3rd of 2012.

13 Q. And he came back to see you for follow-up  
14 on that MRI on February 13th of 2012?

15 A. Correct.

16 Q. And I presume that you gave him the  
17 results of the MRI?

18 A. Correct.

19 Q. And in your handwritten notes, what does  
20 that say under here for results of MRI?

21 A. MRI negative, I do not know why patient  
22 has continued symptoms, not sure why when he bends  
23 his little finger things get worse with pain in  
24 entire arm. I suggested he get a third opinion

1 with Dr. Scott Sagerman.

2 Q. And it looks like that was a relatively  
3 short visit?

4 A. Ten minutes. That's -- our follow-ups are  
5 usually between ten and fifteen minutes.

6 Q. And then we already talked about he went  
7 to see Dr. Sagerman and Dr. Sagerman then sent him  
8 back to your office for this second EMG that took  
9 place on May 13th of 2012?

10 A. Correct.

11 Q. Okay. I'm just trying to get the time  
12 frame --

13 A. Actually it's March 13th of 2012.

14 Q. Oh, March 13th, I'm sorry. All right.

15 And the next contact with your office then  
16 was on May 4th of 2012?

17 A. It looks like somebody asked for records.  
18 Record release to Thomas somebody.

19 MS. FREEMAN: Popovich.

20 THE WITNESS: There we go.

21 BY MR. ACCARDO:

22 Q. Okay. So no office visit, no contact with  
23 Mr. Dulberg?

24 A. Correct.

1 Q. Just a records release?

2 A. My office manager sent out some records.

3 Q. Okay. He came into your office then on  
4 May 16th of 2012?

5 A. Correct.

6 Q. All right. And why was he there on  
7 May 16th of 2012?

8 A. Dr. Sagerman wanted him to be on  
9 neuropathic pain medicines.

10 Q. And we had already talked about that, or  
11 you had mentioned some of those earlier?

12 A. Correct.

13 Q. Did you put him on some pain meds at that  
14 time?

15 A. Yes. We started gabapentin, 300  
16 milligrams, and then to increase that to twice a  
17 day within a week.

18 Q. And what is that for?

19 A. It -- originally actually gabapentin was  
20 an antiseizure medicine. It's a lousy antiseizure  
21 medicine. It works better on the nerves that fire  
22 wrong.

23 Someone years ago thought, oh, if seizures  
24 are nerves that fire wrong, why can't it work for

1 peripheral nerves, and it does. Basically no one  
2 knows why.

3           Probably what happens when it's an  
4 irritated nerve, instead of -- like if you think of  
5 an electrical cord, instead of your impulses going  
6 down each little cord, they jump from cord to cord  
7 and then they -- or jump from nerve to nerve in  
8 this case, and the gabapentin stops that jumping.  
9 It's all theory, though, but it works.

10       Q.    Are there any side effects for that  
11 medication?

12       A.    Generally that one is very well tolerated.  
13 That's why it's the first we like to use.

14       Q.    And the dosage that you put him on, was  
15 that a standard --

16       A.    Still very small. Some people -- even  
17 getting him up after that week, he would be on a  
18 total of 600 milligrams. Some people need as much  
19 as 3 grams. So we just build it up to, (a),  
20 symptoms are gone, (b), you tolerate, or, (c),  
21 about 3 grams. After that, it really won't do much  
22 more good.

23       Q.    And what were his complaints then, or what  
24 did he tell you during the ~~May 16, 2012~~ visit?

1           A.   He thought his strength was bad. He  
2   thought the pain was still there. (He wasn't sure  
3   if it was as bad as it was but only lasting a few  
4   seconds. Doing physical therapy or small things,  
5   small work with the hand -- that's why it's small  
6   caliber is small things with the hand -- brings the  
7   pain on at the scar. He wears his splints at  
8   night.

9           Q.   Do you know who it was that put him in a  
10   splint?

11          A.   I guess it would be Dr. Sagerman, but I  
12   would have to go and look at the records from him  
13   to see.

14          Q.   And then you talk about adding the drug  
15   then?

16          A.   Correct. And then he's going to call in  
17   two weeks or if he had anything that he thought was  
18   unusual, any side effects, to call sooner.

19          Q.   Did you perform an examination of him at  
20   that time, or was it pretty much just him telling  
21   you these things?

22          A.   Just telling me.

23          Q.   Your next contact with Mr. Dulberg was on  
24   June 1st of 2012?

1           A.    No.  He spoke with Melissa, my clinical  
2  assistant, on June 1st that said he had done some  
3  gardening two days ago and his symptoms were  
4  increasing.  So we increased the medication to 600  
5  milligrams twice a day.

6           Q.    And that was just a telephone call?

7           A.    Correct.

8           Q.    And it looks like there was another call  
9  on June 11th of 2012?

10          A.    Correct.

11          Q.    And what was he complaining of at that  
12  time?

13          A.    Still been noticing frequent twinges of  
14  pain, discomfort from the nerve when he uses the  
15  arm.  So we increased him now to 900 milligrams  
16  twice a day.

17          Q.    Now I noticed during the subsequent visits  
18  and certainly after Mr. Dulberg was seeing  
19  Dr. Sagerman and undergoing the physical therapy  
20  that he talks a little bit more in the records or  
21  there's more mention in the records of there being  
22  pain with use of the arm where there didn't seem to  
23  be that initially.  Can you offer any explanation,  
24  or is that significant to you at all?

1 A. I can't offer a good explanation for it,  
2 no.

3 Q. Okay. That is not something that you  
4 would normally expect to see given the nature of  
5 Mr. Dulberg's injury that there being a later onset  
6 of pain with use --

7 A. Correct.

8 Q. -- is that a fair statement?

9 A. Correct, unless something like a neuroma  
10 had developed which we looked and hadn't. That's  
11 what the MRI was for.

12 Q. Okay. Now it looks like it gets a little  
13 bit cut off here down at the bottom. Is that  
14 July 16th of 2012?

15 A. Yes. Again, it looks like my office  
16 manager faxed records this time to SSA, which  
17 should be Social Security Administration, I'm  
18 assuming, so he must have been applying for some  
19 kind of disability.

20 Q. And then it looks like in July of 2012,  
21 September of 2012, and November of 2012 that's all  
22 dealing with records and releases and things like  
23 that?

24 A. Correct.

1 Q. And there was a telephone call. Then the  
2 next contact was July 23rd of 2013?

3 A. Phone call from January.

4 Q. Sorry, January 23rd of 2013.

5 A. Correct.

6 Q. And what did he indicate during that  
7 telephone conversation?

8 A. He's -- again, he spoke with my clinical  
9 assistant, said there was an overwhelming flash  
10 that comes over him, confused, hard to breathe,  
11 responsive driving, and no loss of consciousness,  
12 because we always want to make sure if somebody is  
13 talking about that that they're okay driving, and  
14 not sure if it's a panic attack. He wasn't sure  
15 where to go with this.

16 She talked to my associate who was on  
17 call. I was probably not in town at that point in  
18 time, and my associate said he should make an  
19 appointment to see me.

20 Q. Okay.

21 MR. BARCH: That's good advice.

22 BY MR. ACCARDO:

23 Q. Good, solid advice.

24 All right. And did he then come into the

1 office?

2 A. Yes.

3 Q. And that was on February 4th of 2013?

4 A. Correct.

5 Q. All right. And what were his complaints  
6 at that time?

7 A. He had been on a medication called  
8 fluoxetine. He abruptly stopped it, and then for  
9 two weeks he was getting those spells like were  
10 described above.

11 Q. What is fluoxetine --

12 A. I'm sorry, I say it the other way. He  
13 stopped it for two weeks, and the spells got  
14 better. Then it says none since back on medicine,  
15 so somebody put him back on.

16 It's usually used as an antidepressant,  
17 but I don't know what he was on it for.

18 Q. Okay.

19 A. Then it said he had surgery with  
20 Dr. Sagerman to remove scar tissue. Since then he  
21 had been feeling a lot better, but the strength  
22 hasn't come back; and also when he uses his hand,  
23 the burning comes back.

24 Q. Okay.

1           A.    He was also now complaining of symptoms on  
2 the left side and headaches and went into some  
3 things about his headaches.

4                    He uses hydrocodone for his headaches. He  
5 had never been on Triptans, which are headache  
6 medications; and his examination was normal at that  
7 point in time, and we recommended some headache  
8 medications for him and then to continue on his  
9 gabapentin for the arm.

10          Q.    As far as a physical examination of the  
11 right arm and the area involved, that was normal?

12          A.    Right. We had been looking at strength,  
13 and in this exam I probably didn't go into a  
14 detailed sensory exam in a follow-up. That was  
15 mostly more now for his headaches.

16          Q.    Can you think of any reason why headaches  
17 would be associated with any injury that he may  
18 have suffered to his right forearm?

19          A.    No, there's no connection.

20          Q.    Did you get any surgical notes from  
21 Dr. Sagerman as far as what procedure was  
22 performed?

23          A.    No.

24          Q.    Safe to say then that you would defer to

1 Dr. Sagerman regarding any procedure that was  
2 performed by him and relating it back to the  
3 accident or the need for it related to any injuries  
4 that Mr. Dulberg is claiming?

5 A. Correct.

6 Q. Was there any examination or anything  
7 undertaken regarding his left arm since he was then  
8 complaining of left, quote, unquote, tennis elbow?

9 A. No.

10 Q. Tennis elbow, is that essentially the same  
11 thing that he had been complaining about related  
12 back to that prior care following the 2002  
13 accident?

14 A. Correct.

15 Q. And I guess in not laymen's terms what is  
16 tennis elbow?

17 A. Pain behind your elbow that affects that  
18 nerve that goes to the groove back there and can  
19 cause trouble down your arm.

20 Q. And given the procedure that Mr. Dulberg  
21 underwent for his left arm back in 2002, is that a  
22 condition that can come back or --

23 A. Yes, it can.

24 Q. Okay. And under what circumstances or for

1 what reasons would something like tennis elbow come  
2 back or show itself?

3 A. Continued repetitive use of that area,  
4 same thing as why do people who have carpal tunnel  
5 get carpal tunnel again, continuing the same things  
6 that can cause it.

7 And I have not reviewed his records from  
8 2002, whether his was traumatic back then; but once  
9 you have it, repetitive use of the elbow can  
10 certainly do it.

11 Q. And then it looks like on -- is it  
12 May 29th of 2013 there was a telephone call?

13 A. Correct.

14 Q. And what were his complaints at that time?

15 A. A migraine, unrelated to his injury.

16 Q. Any complaints at all regarding the right  
17 forearm or the left arm at that time?

18 A. No.

19 Q. Then another telephone call on August 12th  
20 of 2013?

21 A. Correct.

22 Q. And what was that in regards to?

23 A. It says he had been taking his gabapentin  
24 until July and then he stopped it back because he

1 didn't think it was doing anything for him, but now  
2 he was realizing it was helping him, and the  
3 physical therapist recommended he restart it. So  
4 we recommended he come back to be seen if he wanted  
5 to restart the medicine.

6 Q. The medication that he was on, the  
7 gabapentin, is that something that you would  
8 recommend somebody stop on their own accord?

9 A. No.

10 Q. Okay. Why not?

11 A. Well, for one reason because it is an  
12 antiseizure medicine. If you abruptly start it,  
13 you can cause a seizure, so you want to taper those  
14 kind of medications.

15 Q. Abruptly stop it?

16 A. I'm sorry, abruptly stop it, yes. So  
17 those are the kind of medicines you like to taper,  
18 not just stop.

19 Q. Not just stop cold turkey?

20 A. Correct.

21 Q. All right.

22 A. Pretty much a good idea on any medicine to  
23 check with your doctor first.

24 Q. More useful advice, thank you.

1 He came in on August 14th of 2013?

2 A. Correct.

3 Q. All right. And that's the last time he  
4 has physically been in the office?

5 A. Correct.

6 Q. Okay. Why did he come in on August 14th  
7 of 2013?

8 A. Again, he stopped his medication. He was  
9 now noticing spells of tingling and burning in the  
10 scar area and contraction in the scar area, and his  
11 whole hand including the wrist contracts and curls  
12 up.

13 Q. And he indicated that that condition would  
14 stay for a few seconds?

15 A. Correct. He said at other times he thinks  
16 the strength is bad. He said that Dr. Sagerman had  
17 told him there was scar tissue. He had told me  
18 that these spells of the hand contracting had  
19 actually been there since his original injury, they  
20 had been rare, and now were happening several times  
21 a day.

22 Q. And that was the first mention to you of  
23 the spells of contraction?

24 A. Or my seeing any contractions in his hand

1 in his exam.

2 Q. And was there an examination performed?

3 A. Yes.

4 Q. And what were the results of the  
5 examination?

6 A. Strength looked normal. There was no  
7 atrophy, which is shrinkage in the muscles which  
8 you would see from continued contractures or  
9 continued disuse of the hand, and his reflexes were  
10 equal.

11 MS. FREEMAN: I'm sorry. Court Reporter, can  
12 you repeat her answer?

13 (Record read as requested.)

14 BY MR. ACCARDO:

15 Q. During that office visit of August 14th of  
16 2013, were there any complaints regarding the left  
17 arm?

18 A. Not that I have written down.

19 Q. And what was your impression then on  
20 August 14th of 2013?

21 A. Confusion. Not knowing why he was still  
22 having these -- why he was having these dystonia  
23 symptoms, I recommended he go back and see the hand  
24 surgeon and put him back on the gabapentin since he

1 thought it was helping.

2 Q. And by, I guess, saying confusion, safe to  
3 say then that there were no -- or there was no  
4 clinical correlation that you could find between  
5 your findings upon examination and the complaints  
6 that Mr. Dulberg was complaining of at that time?

7 A. Correct.

8 Q. Is that a better way to that?

9 A. Yes. And, like I say, over the course of  
10 seeing him all these times, I had never seen any of  
11 these things he was now complaining of that he said  
12 he had continually from the beginning, which is a  
13 bit unusual.

14 Q. And it looks like the last -- well, no.  
15 There was a telephone call on September 25th of  
16 2013?

17 A. Correct.

18 Q. Okay. What did he say during that  
19 telephone call?

20 A. He said he had seen another neurologist,  
21 Dr. Kujawa, and he said that Dr. Kujawa had told to  
22 call us about his gabapentin. None of this was  
23 making sense to me since Dr. Kujawa is a  
24 neurologist. So we got some of her records, and

1 actually she's going to give him Botox for his  
2 dystonia, and she's going to be managing his  
3 Neurontin.

4 Q. Botox for his dystonia?

5 A. Yes.

6 Q. Could you explain that to me a little bit?

7 A. Well, if someone has continued  
8 contractures, Botox is a treatment for it. I'm  
9 just a little concerned in that I see in  
10 Dr. Kujawa's notes again he said that he had this  
11 curling continually for 18 months. I'm not sure  
12 that it actually has been there for those 18  
13 months, so I'm not sure that I would use Botox on  
14 this gentleman.

15 I don't do Botox anyhow, so I couldn't use  
16 it anyway, but he's not someone I recommend for  
17 Botox, let's put it that way.

18 Q. And the last contact with Mr. Dulberg was  
19 on September 30th of 2013?

20 A. Again, Melissa basically called him back  
21 to say we got Dr. Kujawa's notes and what she was  
22 saying is that she can manage his care, so she  
23 would be.

24 Q. Okay. And are you familiar with

1 Dr. Kujawa?

2 A. Yes.

3 Q. So as far as you're concerned, presently  
4 Mr. Dulberg is under the care of Dr. Kujawa for the  
5 problems that he had been seeing your office for?

6 A. Correct.

7 Q. Do you have an opinion within a reasonable  
8 degree of medical and neurological certainty as to  
9 what, if any, injury Mr. Dulberg suffered as a  
10 result of the June 28, 2011 incident with the chain  
11 saw?

12 A. Yes, I do have an opinion.

13 Q. And what is that opinion?

14 A. He had a branch nerve disturbance that  
15 would cause some sensory changes in his forearm and  
16 hand.

17 Q. Which could possibly result in a permanent  
18 injury?

19 A. Permanent numbness and potentially even  
20 some -- what we call the paresthesias, the tingling  
21 numbness feeling in an isolated distribution.

22 Q. And as far as any continuing care or  
23 treatment for Mr. Dulberg, would it be limited to  
24 the medication that you had put him on?

1 A. That's what I would feel, correct.

2 Q. The injury that you believe that  
3 Mr. Dulberg suffered as a result of the accident,  
4 would that result in any loss of use of the right  
5 arm or hand, or are we just talking about the  
6 numbness and the tingling sensation?

7 A. Numbness and tingling sensation.

8 Q. Okay. So he should be able to use his  
9 right hand and his right arm normally?

10 A. Correct.

11 Q. I don't think I have anything else. Thank  
12 you, Doctor.

13 EXAMINATION

14 BY MR. BARCH:

15 Q. Dr. Levin, my name is Ron Barch. I'm here  
16 on behalf of a couple of the defendants in the case  
17 as well. Mr. Accardo did a good job covering  
18 everything, but I do have a couple follow-ups.

19 Just as a layperson -- I don't play a  
20 doctor on TV or anything -- from an anatomy  
21 standpoint we've been talking about the ulnar nerve  
22 and the median nerve. Do those emanate somewhere  
23 in the neck? I think you mentioned something about  
24 C8 nerve roots?

1           A.    All nerves start as the nerve roots that  
2    come out from the neck.  They then kind of get  
3    together under your arm into an area called the  
4    brachial plexus, which then distributes out to  
5    nerves down the hand, down the arm and hand.

6            The two final branches in your arm, in  
7    your forearm, and going into your hands and fingers  
8    are called the median and ulnar nerves.  They run  
9    deep.  They weren't disturbed in this case.

10          Q.    That was one of the questions.  Now you  
11    mentioned something about the elbow.  Do those  
12    nerves come to the elbow before they get into the  
13    forearm?

14          A.    Correct.  The ulnar nerve wraps behind the  
15    elbow before it --

16          Q.    And when people hit their elbow and  
17    they're like, ow, they get the pins and needles,  
18    and they call it the funny bone, is that what we're  
19    talking about striking?

20          A.    Exactly.

21          Q.    And there's no question he had the  
22    laceration on the forearm.  You saw the evidence of  
23    the scar, correct?

24          A.    Correct.

1 Q. And I take it it's your opinion then that  
2 laceration on the forearm did not go deep enough to  
3 actually hit either the ulnar or the median nerve?

4 A. Correct.

5 Q. But from those nerves there's little  
6 branches of nerves that come out which innervate  
7 the forearm muscles and things?

8 A. Well, some do the muscles; some do  
9 sensation.

10 Q. Okay.

11 A. His ones for sensation in that forearm and  
12 down even some that may have went down to the  
13 finger were disrupted.

14 Q. And that's what you talked about in  
15 response to Mr. Accardo's questions. You do  
16 believe that he did suffer an injury to those nerve  
17 branches that emanate from the ulnar and median  
18 nerve, the sensation part of it?

19 A. Correct, absolutely. The branch nerves  
20 for sensation were disturbed.

21 Q. If you get an injury to the nerve branches  
22 that come out into the forearm and then down into  
23 the hand, would you expect it to cause any problems  
24 up in the elbow area?

1 A. No.

2 Q. And I don't want to get too rudimentary,  
3 but you would maybe see some symptoms downstream  
4 with the nerve but not upstream?

5 A. Correct.

6 Q. So if he ended up having a surgery on the  
7 elbow to address thickening and scarring associated  
8 with the ligament and the ulnar nerve floor and the  
9 cubital tunnel, that would not be associated with  
10 the laceration to the forearm?

11 A. Correct.

12 Q. And I think I caught your comment about  
13 this, and we just talked about a moment ago that  
14 the C8 level in the cervical spine is where those  
15 nerves come out from the neck and then make their  
16 way down the arms?

17 A. Correct.

18 Q. And that EMG that was done, I think -- was  
19 it in March of 2012? I can't recall.

20 A. Correct, March 13th of 2012.

21 Q. Did that for you confirm that the problems  
22 he was having with respect to the branch neuropathy  
23 were unrelated to any injury to his cervical spine?

24 A. Correct.

1 Q. If somebody had problems as Mr. Dulberg  
2 had, branch neuropathy after this laceration, would  
3 you expect that to somehow evolve into a tennis  
4 elbow situation?

5 A. No.

6 Q. And the tennis elbow that you mentioned  
7 earlier, laypeople call that -- that's carpal  
8 tunnel in the elbow?

9 A. That's the best way to look at it, yes.  
10 It's called an ulnar entrapment but, yes, cubital  
11 tunnel syndrome; but the cubital tunnel is the  
12 equivalent of the carpal tunnel in the wrist in the  
13 elbow.

14 Q. And to get the tennis elbow, I take it  
15 it's going to be some type of repetitive engagement  
16 in that elbow or maybe an actual injury right to  
17 that location?

18 A. Correct. Or if you lean on your elbows a  
19 lot, that's a real common one; and nowadays with  
20 people using computers, you'll be leaning on your  
21 elbows. Keeping your elbow bent out of your car  
22 window is a common one, left sided usually, but,  
23 yes, anything that traps that area there.

24 Q. What if somebody decided because of the

1 branch neuropathy they were going to favor their  
2 left arm as opposed to their right arm, would that  
3 result in -- the non-use of the arm create carpal  
4 tunnel or tennis elbow in that elbow?

5 A. On that side, no. If you're overusing  
6 your other side, it might on the other side, but it  
7 wouldn't cause it in the unused side.

8 Q. I think that's all I have. Thank you.

9 EXAMINATION

10 BY MS. FREEMAN:

11 Q. Like two, three questions, Doctor.

12 You had just said that if he gave you a  
13 description or a scenario where if somebody is not  
14 using their right arm or mobilizing that elbow and  
15 they're using their left arm to do things because  
16 of pain or problems in that, that could result in  
17 tennis elbow of the left arm, correct?

18 A. If you're overusing the left arm, yes.

19 Q. Okay. One other thing I had to ask you  
20 about. You talked about that your recommendation  
21 or what you would recommend for continuing  
22 treatment is the medicine that you discussed  
23 before, correct?

24 A. Correct, if that one is working or one of

1 the other nerve medications.

2 Q. Do you think Mr. Dulberg will need these  
3 medications for the rest of his life?

4 A. There's a potential of that. You need to  
5 be on some medication and see a neurologist about  
6 once a year for the treatment of that, for the  
7 prescription of that.

8 Q. And do you have any other opinions  
9 regarding any other care that he may need?

10 A. In regard to this accident, I don't  
11 believe he should need any other care besides that.

12 Q. Besides the medicine and seeing a  
13 neurologist once a year?

14 A. Correct.

15 Q. Okay. That's all.

16 FURTHER EXAMINATION

17 BY MR. BARCH:

18 Q. That just prompted a couple more follow-  
19 ups, sorry.

20 Now with respect to the right arm and  
21 whether he was using the left arm, if I understood  
22 your earlier comment, there was nothing about this  
23 branch neuropathy that prevents him from using his  
24 right arm?

1 A. Correct.

2 Q. All right. And is there anything in your  
3 contact with him relative to this right arm branch  
4 neuropathy that renders him in your opinion either  
5 partially or totally disabled?

6 A. No, there is nothing there.

7 Q. If he was pursuing disability and somebody  
8 did declare him disabled, I take it it would be  
9 from your vantage point something other the branch  
10 neuropathy?

11 A. Absolutely.

12 Q. Thank you.

13 MR. ACCARDO: I don't have anything else.

14 MS. FREEMAN: Doctor, how do you want to do  
15 signature?

16 THE WITNESS: Waived.

17 MR. ACCARDO: All right. Thank you, Doctor.

18 FURTHER DEPONENT SAITH NOT

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1 STATE OF ILLINOIS )  
2 COUNTY OF COOK ) SS:

3 I, ANGELA M. INGHAM, a Notary Public  
4 within and for the County of Cook, State of  
5 Illinois, and a Certified Shorthand Reporter of  
6 said state, do hereby certify that heretofore,  
7 to-wit, on the 1st day of October, 2013, KAREN  
8 LEVIN, M.D., personally appeared before me at  
9 1900 Hollister Drive, Suite 250, in the City of  
10 Libertyville, in the County of Lake and State of  
11 Illinois, a witness in a certain cause now pending  
12 and undetermined in the Circuit Court of McHenry  
13 County, Illinois, wherein Paul Dulberg is the  
14 plaintiff and David Gagnon, et al., are the  
15 defendants.

16 I further certify that the said witness  
17 was first duly sworn to testify the truth, the  
18 whole and nothing but the truth in the cause  
19 aforesaid; that the testimony then given by said  
20 witness was reported stenographically by me, in the  
21 presence of said witness, and afterwards reduced to  
22 typewriting by Computer-Aided Transcription, and  
23 the foregoing is a true and correct transcript of  
24 the testimony so given by said witness as

1 aforesaid.

2 I further certify that the signature of  
3 the witness to the foregoing deposition was waived  
4 by agreement of counsel for the respective parties;  
5 and that I am not counsel for nor in any way  
6 related to any of the parties to this suit, nor am  
7 I any way interested in the outcome thereof.

8 In witness whereof, I have hereunto set my  
9 hand and affixed my notarial seal this day  
10 of , 2013.

11

12

13 Notary Public, Cook County, Illinois  
C.S.R. License No. 084-002984

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

5

6

PAUL DULBERG, )

7

Plaintiff, )

8

vs. )

9

DAVID GAGNON, ) Case No.

Individually, and as ) 12 LA 178

10

Agent of CAROLINE )

McGUIRE and BILL )

11

McGUIRE, and CAROLINE )

McGUIRE and BILL )

12

McGUIRE, Individually, )

13

Defendants. )

14

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The deposition of

16

17

DR. KATHY KUJAWA

18

July 23, 2014

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Reported by:

Jill S. Tiffany, CSR

22

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The deposition of DR. KATHY KUJAWA,

26

taken before Jill S. Tiffany, CSR, a notary

1 public within and for the County of Lake and  
2 State of Illinois, on July 23, 2014, at the  
3 hour of 1:34 p.m., at 2614 Patriot Boulevard,  
4 Glenview, Illinois.

5

6

7 APPEARANCES:

8

9 MR. ROBERT J. LUMBER, of the  
10 Law Offices of Thomas J. Popovich, P.C.  
11 3416 West Elm Street  
12 McHenry, Illinois 60050,

13 appeared on behalf of plaintiff;

12

13 MR. PERRY A. ACCARDO, of the  
14 Law Office of Steven A. Lihosit  
15 200 North LaSalle Street, Suite 2650  
16 Chicago, Illinois 60601,

17 appeared on behalf of defendants.

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I N D E X

WITNESS:

DR. KATHY KUJAWA

EXAMINED BY:	PAGE
MR. ACCARDO	4
MR. LUMBER	25

EXHIBITS:

(No exhibits marked.)

1 DR. KATHY KUJAWA,  
2 called as a witness and having been first  
3 duly sworn under oath, was examined and  
4 testified as follows:

5 EXAMINATION

6 BY MR. ACCARDO:

7 Q. Doctor, could you please state  
8 your name and spell it for the court  
9 reporter?

10 A. Kathy Kujawa; Kathy with a K, last  
11 name is K-U-J-A-W-A.

12 MR. ACCARDO: Let the record  
13 reflect this is the discovery deposition of  
14 Dr. Kathy Kujawa taken pursuant to notice,  
15 taken in accordance with the Rules of the  
16 Supreme Court of the State of Illinois, the  
17 Rules of the Circuit Court of McHenry County  
18 and any other applicable Local Court Rules.

19 Q. Good afternoon, Doctor. My name  
20 is Perry Accardo and I'm going to be asking  
21 you some questions today about a patient of  
22 yours by the name of Paul Dulberg, okay?

23 A. Okay.

24 Q. Have you ever given depositions

1 before?

2 A. Yes, I have.

3 Q. You're familiar with the ground  
4 rules then governing depositions? I don't  
5 have to go over them with you?

6 A. You don't have to.

7 Q. All right, great. What type of  
8 doctor are you?

9 A. A neurologist with a specialist in  
10 movement disorders which means two additional  
11 years of training beyond the standard  
12 neurology residency.

13 Q. And today we are located at your  
14 offices in Glenview; is that correct?

15 A. That's correct.

16 Q. And what practice are you  
17 affiliated with currently?

18 A. Let's see. I have two offices. I  
19 saw the -- Mr. Dulberg at my Alexian Brothers  
20 office. Here it's just more convenient. I'm  
21 in private practice here, renting space from  
22 a group. Though the door says Presence, I am  
23 not with Presence.

24 Q. But you are affiliated with

1 Alexian Brothers?

2 A. Correct, absolutely.

3 Q. Gotcha. And do you have at least  
4 some of your records here today regarding  
5 Mr. Dulberg?

6 A. That's right. I have the initial  
7 visit when I saw him in September 2013.

8 Q. And then it's my understanding  
9 that you saw him in February of 2014 for an  
10 injection as well as in May of 2014 for  
11 another injection; is that correct?

12 A. That's correct.

13 Q. Have you reviewed any other  
14 records prior to today's deposition for any  
15 other medical care or treatment that Mr.  
16 Dulberg has received?

17 A. If I did, it was back when I saw  
18 him in September. I do know his orthopedic  
19 doctor, Dr. Sagerman, referred him to me.  
20 But off the top of my head, I can't remember  
21 if I saw some records from Dr. Sagerman.

22 Q. Other than Dr. Sagerman, are you  
23 aware of any other medical care or treatment  
24 that Mr. Dulberg received as a result of this

1 incident?

2 A. No, but it looks like he told me  
3 he saw Dr. Levin. If I recall, I don't think  
4 I've seen any records from Dr. Levin.

5 Q. Do you know what kind of doctor  
6 Dr. Levin is?

7 A. My note said he was a neurologist,  
8 but I don't recognize his name.

9 Q. And I'm here today to ask you some  
10 questions regarding follow-up and injuries  
11 that Mr. Dulberg is claiming resulted from an  
12 incident that took place on June 28th of  
13 2011. Now, when Dr. Dulberg -- or when Mr.  
14 Dulberg first came to see you in September  
15 of 2013, you said he was referred to you by  
16 Dr. Sagerman?

17 A. That's correct.

18 Q. And why did Dr. Sagerman refer him  
19 to you, if you know?

20 A. Dr. Sagerman knows I'm movement  
21 disorders, so the patient had some -- I don't  
22 know if it's correct to say -- some spasms, I  
23 think we were calling them spasms, in his  
24 right arm which occurred after the injury.

1 Q. And when you first saw Mr.

2 Dulberg, did you take a history from him?

3 A. Yes, I did.

4 Q. And what did that history consist  
5 of?

6 A. It looks like he had two  
7 complaints, which was pain in the arm that  
8 had the trauma, but also an abnormal posture  
9 of the right hand.

10 Q. And so we're talking about the  
11 right arm and the right hand?

12 A. That's right.

13 Q. I see in the history that there's  
14 a mention of a right arm dystonia. What is  
15 that?

16 A. It's abnormal muscle spasms. So  
17 dystonia is a fancy word for involuntary  
18 muscle contractions.

19 Q. Did Mr. Dulberg give you a history  
20 of how the incident occurred that led him to  
21 come to see you?

22 A. Yes, he did. He told me two years  
23 prior to seeing him he was in a chain saw  
24 accident.

1 Q. And what if anything did he say  
2 about that chain saw accident?

3 A. He told me he was helping a  
4 neighbor who was using the chain saw.

5 Q. And he suffered some kind of  
6 trauma to his right forearm; is that correct?

7 A. Correct.

8 Q. And I see in the history that he  
9 talks about his arm was nearly severed; is  
10 that correct?

11 A. Correct.

12 Q. And that would have been something  
13 that he would have told you?

14 A. Yes, that's correct.

15 Q. And his primary complaint was when  
16 he talked about a burning pain in his right  
17 forearm?

18 A. Correct. First complaint is pain.

19 Q. And there's I think a mention  
20 there of a medication that he was on,  
21 gabapentin, G-A-B-A-P-E-N-T-I-N?

22 A. That's correct.

23 Q. What type of medication is that?

24 A. It was initially developed as a

1 seizure medication. But neurologists, we  
2 have discovered it's very helpful in other  
3 disorders, primarily pain, but also  
4 psychiatrists can use it for mood  
5 stabilization.

6 Q. And as far as this involuntary  
7 spasm where I think you used, in quotations,  
8 a curling of the right hand?

9 A. That's correct.

10 Q. He indicated that that started  
11 approximately 18 months before seeing you; is  
12 that correct?

13 A. That's right.

14 Q. And he also reports a constant  
15 numbness in the medial aspect of the right  
16 forearm?

17 A. That's correct.

18 Q. As well as an intermittent  
19 tingling?

20 A. Yes, that's right.

21 Q. What part of the forearm are we  
22 talking about when we're talking about the  
23 medial aspect?

24 A. The anatomical position is thumbs

1 out, so that would be the, if the thumbs are  
2 held out, the surface closest to the body.

3 Q. So sort of basically what would be  
4 like the inside of the right forearm?

5 A. Yes, that's right.

6 Q. And did you perform a physical  
7 examination of him back in September of 2013?

8 A. Yes, I did.

9 Q. And what were the results of that  
10 physical examination insofar as anything that  
11 was significant to you?

12 A. Let's see. He was slightly weak  
13 in his right hand. But he had observable  
14 spasms in his -- it was actually wrist and  
15 hand also.

16 Q. When you say observable, could you  
17 sort of explain to me what it was that you  
18 were able to observe?

19 A. Let's see. So his wrist came in,  
20 and his third, fourth and fifth, so the last  
21 three fingers curled into his palm.

22 Q. And was that the result of you  
23 asking him to do some types of certain  
24 movements or something like that?

1           A.    I was trying to provoke the  
2 involuntary movement, so I asked him to  
3 voluntary make a fist.  And then the abnormal  
4 -- after making a fist, asking him to relax  
5 and he couldn't.  The hand continued in that  
6 posture.

7           Q.    Would you consider that to be an  
8 objective or subjective finding?

9           A.    Objective.

10          Q.    Is there any subjective component  
11 to that whatsoever as far as you're  
12 concerned?

13          A.    Subjective on my part or the  
14 patient's part.

15          Q.    On the patient's part.

16          A.    No, these are my observations.

17          Q.    After your taking a history of him  
18 and doing your physical examination, did you  
19 come to an assessment or a diagnosis?

20          A.    Yes, I did.

21          Q.    And what was that?

22          A.    That he had post-traumatic  
23 dystonia, which is involuntary muscle  
24 contractures of his right hand.  And also by

1 history, he's got a resultant pain syndrome  
2 also.

3 Q. And what was your plan of  
4 treatment?

5 A. To continue the gabapentin since  
6 he felt it did help his pain. But also to  
7 help the spasms, the treatment of choice --  
8 or the gold standard of treatment for  
9 dystonia is actually botulinum toxin  
10 injections.

11 Q. Commonly known as Botox?

12 A. Botox, that's correct. The brand  
13 name is Botox.

14 Q. I also note under assessment and  
15 plan there's numbers 1 and 2; 1 being other,  
16 acquired torsion dystonia. What is that?

17 A. Our EMR, electronic medical  
18 record, has a search to find out billable  
19 diagnoses. So torsion is an old, old term  
20 but dystonia is not so old. But acquired  
21 means it wasn't congenital; he wasn't born  
22 with it. So the dystonia happened later in  
23 life. But actually, dystonia can affect many  
24 parts of the body, so the second diagnosis

1 was writer's cramp which is actually dystonia  
2 of the hand.

3 Q. And I think as we said before  
4 then, Mr. Dulberg came back to see you in  
5 February of 2014?

6 A. That's correct.

7 Q. Was there any contact between  
8 Mr. Dulberg and your office between the  
9 September 25th visit and coming in in  
10 February of 2014?

11 A. Actually, I believe there were  
12 several phone calls because I -- I don't --  
13 the recommended therapy was Botox which is  
14 very expensive. So there were phone calls  
15 back and forth to see if he would qualify  
16 from a Patient Assistance Program through  
17 Allergan which owns -- essentially owns the  
18 drug, the Botox.

19 Q. And by very expensive, what are we  
20 talking about?

21 A. \$500 a vial. I know I gave him at  
22 least one vial. That's for the drug itself.  
23 But the injection and the doctor visits are  
24 on top of that.

1 Q. And can you give me a ball park as  
2 far as about total how much that would be?

3 A. I would guess maybe \$2,000.

4 Q. And that would just be for one  
5 injection?

6 A. Correct.

7 Q. And as far as you know, were there  
8 any complications with that initial injection  
9 in February of 2014?

10 A. Complication, no.

11 Q. Now, as far as getting any type of  
12 relief from any of the symptoms that Mr.  
13 Dulberg was complaining of, how immediate is  
14 -- would be the onset of any relief after a  
15 Botox injection?

16 A. It would have to be at least a  
17 week and a half.

18 Q. And so what would the plan then be  
19 after that first injection in February of  
20 2014? What would be the follow-up  
21 recommendation?

22 A. The initial visit is just to see  
23 if there's some sort of response. And  
24 actually, like any medication, you start at

1 the lowest dose possible and titrate up. So  
2 that's kind of an exploratory visit. He did  
3 come back in May. I can't quite -- there had  
4 to be some sort of positive response;  
5 otherwise we wouldn't have invited him back  
6 three months later. But the first one was  
7 just kind of a -- essentially exploratory.

8 Q. And sitting here today, we don't  
9 have the records from that May 2014 visit,  
10 correct?

11 A. That's correct.

12 Q. As far as what you recall, you  
13 believe that there would have been some type  
14 of positive reaction to the initial  
15 injection?

16 A. That's correct.

17 Q. And the second injection, would  
18 that have been at a higher dose?

19 A. Either different muscles or  
20 varying the dose I gave to certain muscles.

21 Q. Are you aware of Mr. Dulberg's  
22 reaction, either positive or negative, or if  
23 there was any improvement in symptoms  
24 following that May 2014 injection?

1           A.    I don't know.  The injections have  
2 to be spaced out every three months for  
3 insurance as well as to avoid immunity.  So I  
4 haven't seen him since then.  And I'm not --  
5 I don't know if he's got a follow-up  
6 appointment in August.  If he made the  
7 appointment I would assume then there was a  
8 positive response.  But I don't know.

9           Q.    Doctor, I'm going to ask you to  
10 give some opinions.  I would just ask that  
11 the opinions you give today be within a  
12 reasonable degree of medical and neurological  
13 certainty, okay?

14          A.    (Nodding.)

15          Q.    Do you have an opinion as to what  
16 if any injury Mr. Dulberg suffered as a  
17 result of the incident with the chain saw  
18 that took place on June 28th of 2011?

19          A.    Well, I believe due to the  
20 severing of muscles and nerves in his  
21 forearm, he's left with pain and involuntary  
22 muscle spasms.

23          Q.    What would cause the involuntary  
24 muscle spasms given the trauma that Mr.

1 Dulberg suffered to his right forearm?

2 (Brief interruption.)

3 THE WITNESS: I'm sorry, could you  
4 repeat that question?

5 MR. ACCARDO: Could you read it  
6 back.

7 (The last question was  
8 read by the reporter.)

9 A. The brain is trying to rewire  
10 itself. Not only is the brain trying to  
11 rewire itself, the nerves are trying to  
12 regrow. And nerves can regrow, but very  
13 slowly. And unfortunately, a lot of times  
14 it's -- the connections made are incorrect,  
15 to the wrong muscles, to the wrong place. So  
16 the man may say voluntary I want to squeeze  
17 my hand and the wrong muscles contract, if  
18 they can contract at all.

19 Q. Does it make a difference as far  
20 as any symptoms that Mr. Dulberg would have  
21 been experiencing if you relate it back to  
22 how deep or how severe the cut was to his  
23 right forearm?

24 A. Well, I believe I asked, do you

1 have any pins in your forearm. He says no,  
2 no, the bone was not injured, so it was  
3 completely a soft tissue injury. But from  
4 what I -- I didn't describe the scar so I  
5 can't remember how extensive the scar was.  
6 But from what I could tell, it was quite the  
7 severe injury. It was very deep, at least an  
8 inch deep, through most of his soft tissue in  
9 his arm.

10 Q. And would that have been based on  
11 what he would have told you as far as your  
12 approximation of the depth or the severity?

13 A. Well, and also who he had been to  
14 see. Dr. Sagerman is a hand surgeon. He's  
15 not a general orthopedic doc. I mean, he  
16 takes the worst of the hand injuries. So  
17 where he came from, too, sort of tells me the  
18 extent of his injury.

19 Q. And as you sit here today, do you  
20 have an opinion as to whether any injury that  
21 Mr. Dulberg may have suffered as a result of  
22 the incident of June 28th of 2011 is  
23 permanent in nature?

24 A. Since he came to me 18 months

1 after the initial injury, it's going to be  
2 pretty chronic at that point. He's come to  
3 me late enough where the damage is done.

4 Q. So you would consider it to be a  
5 permanent injury?

6 A. Correct. I would consider it to  
7 be a permanent injury.

8 Q. What was your prognosis as of the  
9 last time that Mr. Dulberg came to see you?

10 A. That his -- I was trying my best  
11 to relieve some of the spasms which were  
12 contributing to the pain. Completely  
13 resolving his symptoms, it wasn't going to  
14 happen, and I was very honest with him. But  
15 to try to give him some relief and improve  
16 his quality of life, that was my intent.

17 Q. At any point did Mr. Dulberg tell  
18 you that he was having difficulties  
19 performing certain activities or anything  
20 like that?

21 A. That I can't recall, but since we  
22 had to help him with the Patient Assistance  
23 Program, I assumed he didn't have insurance  
24 and he certainly didn't have the means to pay

1 for his medical treatment.

2 Q. But at least as far as your  
3 records and as you sit here today, your  
4 recollection of treating Mr. Dulberg, can you  
5 give me any specific examples of any  
6 limitations in activities or anything that  
7 Mr. Dulberg complained of?

8 A. I can guess what he can't do, but  
9 I didn't write down what he couldn't do.

10 Q. Yeah, I don't want you to guess.  
11 It would just be based on your memory or  
12 anything that would be contained in the  
13 records.

14 A. Based on my memory of the records,  
15 no, I can't recall what he exactly couldn't  
16 do.

17 Q. You said that one of the main  
18 goals was to try to alleviate the spasms that  
19 you believed was contributing to the pain.  
20 Would those be basically intermingled or  
21 would there be a separate and independent  
22 pain component that would be going along with  
23 it? If you know what I mean.

24 A. I think there was both. I mean,

1 not -- with the injury to the nerves, he was  
2 left with a baseline pain syndrome. But  
3 every time he had the spasms, the pain  
4 intensified. And with the spasms his pain  
5 was so bad it would wake him up at night.

6 Q. Did he give you any frame of  
7 reference or any indication regarding what  
8 his baseline level of pain was?

9 A. No. It looks like we did a pain  
10 scale and at that time it was zero.

11 Q. At which time? Would that have  
12 been --

13 A. It looks like the initial visit,  
14 pain scale is zero, 9/25 at 10:00 a.m.

15 Q. And getting back to some opinion  
16 testimony, as you sit here today do you have  
17 an opinion as to any medical care or  
18 treatment that Mr. Dulberg is going to  
19 require in the future to treat any injuries  
20 that you believe he sustained as a result of  
21 that incident?

22 A. I believe he'll need medications  
23 to treat his neuropathic pain probably  
24 indefinitely. At least periodic visits to

1 physical therapy, at least once a year. My  
2 preference would be several times a year.  
3 We're working with him on the dose to each  
4 muscles and the beneficial muscles to inject.  
5 And it really takes about a year to find a  
6 pattern that each of us is happy with. So at  
7 least for the next -- if I started in  
8 February, until next February to really  
9 decide is the Botox helpful for him.

10           And if we decide the Botox isn't  
11 helpful, then there's oral medications that  
12 sometimes can help with the spasms, but  
13 they're poorly tolerated due to sleepiness,  
14 dry mouth. If he fails Botox and we have to  
15 do those, there would be visits back and  
16 forth to see if he responds to them and see  
17 if the side effects are tolerable.

18           Q. Could you give me the names of  
19 some of those oral medications?

20           A. Oh, Baclofen, the tranquilizers,  
21 Klonopin. I don't like to use Ativan. It  
22 would be Klonopin. Flexeril, tizanidine. I  
23 can't remember the other name of tizanidine.  
24 So it's muscle relaxants and then the

1 tranquilizers.

2 Q. And as far as the Botox  
3 injections, you said that those would be  
4 scheduled every three months as long as  
5 there's some indication that the patient was  
6 experiencing some positive outcome from it?

7 A. Correct. It's not permanent.  
8 Unfortunately, the effects wear off so the  
9 patient has to return on a regular basis.  
10 And we have to space them out every three  
11 months so they don't become resistant to the  
12 therapy, develop antibodies against the  
13 Botox.

14 Q. And then if after a year he is  
15 still showing some temporary improvement,  
16 would you then continue --

17 A. Oh, they could be continued  
18 indefinitely.

19 Q. Okay. And would those then also  
20 be every three months --

21 A. Correct.

22 Q. -- or at some point --

23 A. We'd continue at three-month  
24 intervals.

1 Q. At any point does that three-month  
2 interval ever get stretched out?

3 A. In my experience, when I inject  
4 other body parts, like the face, sometimes we  
5 can go six to eight months because those  
6 muscles are very sensitive. But larger  
7 muscle groups, they're desperate at three  
8 months to come in.

9 MR. ACCARDO: All right. I don't  
10 think I have anything else. Thank you,  
11 Doctor.

12

13 E X A M I N A T I O N

14 BY MR. LUMBER:

15 Q. Doctor, I just have one quick  
16 question. My name is Robert Lumber and we  
17 represent Mr. Dulberg in this matter.

18 The spasms that you had referred  
19 to, is there generally any rhyme or reason as  
20 to what may trigger them? I know in your  
21 visit you indicated that you were  
22 intentionally trying to trigger them by  
23 having him make a fist. But is there any  
24 other rhyme or reason? Or is this something

1 that just sitting anywhere at any time may  
2 flare up on him?

3 A. They can -- they can occur  
4 spontaneously, but a lot of times with  
5 voluntary movement they can be triggered.  
6 And we're very active with our hands so we're  
7 always using our hands, so I can imagine  
8 they're always being set off.

9 Q. One last question. You had  
10 indicated earlier, I believe, when describing  
11 the spasms or the dystonia that it was an  
12 acquired dystonia. Can that be acquired --  
13 meaning trauma induced? Can that be a  
14 possible reason for that?

15 A. Correct. Within our coding I  
16 don't think -- at that time I don't think  
17 there was a code for trauma. So acquired  
18 means trauma. It's trauma as opposed to  
19 congenital, born with it.

20 MR. LUMBER: I have nothing  
21 further.

22 MR. ACCARDO: I don't have  
23 anything else. Doctor, signature reserved,  
24 waived?

1 THE WITNESS: Waived. So I don't  
2 have to see anything, right?

3 MR. ACCARDO: Correct. Show  
4 signature waived then.

5 (DEPOSITION CONCLUDED AT 2:00 P.M.)

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2 STATE OF ILLINOIS )  
3 COUNTY OF L A K E ) SS:

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5

6 I, Jill S. Tiffany, CSR,  
7 Certified Shorthand Reporter, and a notary  
8 public in and for the County of Lake and  
9 State of Illinois, do hereby certify that  
10 DR. KATHY KUJAWA on July 23, 2014 was by me  
11 first duly sworn to testify to the truth,  
12 the whole truth, and nothing but the truth,  
13 and that the above deposition was recorded  
14 stenographically by me and transcribed by  
15 me.

16

17 I FURTHER CERTIFY that the  
18 foregoing transcript of said deposition is  
19 a true, correct, and complete transcript of  
20 the testimony given by the said witness at  
21 the time and place specified.

22

23

24

1           I FURTHER CERTIFY that I am not a  
2 relative or employee or attorney or  
3 employee of such attorney or counsel, or  
4 financially interested directly or  
5 indirectly in this action.

6           IN WITNESS WHEREOF, I have set my  
7 hand.

8

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13 Jill S. Tiffany  
14 Certified Shorthand Reporter  
15 Certificate No. 084-002807

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**AUTHORIZATION FOR RELEASE OF PATIENT HEALTH INFORMATION**

Name: Paed Dulberg

DOB: 3/19/70 Or SSN: \_\_\_\_\_

I authorize Dr. Kupina / Neuroscience Institute release health information to: THE LAW OFFICES OF BAUDIN & BAUDIN. I authorize the use or disclosure of the named individual's health information as described below for the purpose of consulting with my attorney.

**Information To Be Released:**

Entire medical record (to include ER records, admission and discharge summaries, dictated reports and consults, operative and procedure reports, intraoperative and procedure flow sheets, informed consents, physician orders, progress notes, nurses notes, flow sheets, medication and transfusion records, test results, labs, pictures, pathology reports, EKGs, fetal monitoring strips, office records, immunization records, growth charts, telemetry strips, radiology and other diagnostic reports, patient instructions ).

Any and all records for dates of service between 7/23/14 -> present

Last 5 years

Other (specify) \_\_\_\_\_

Record abstract (History and physical, progress notes, lab, radiology, operative report, pathology report, consultation report and diagnostic tests).

Any and all records for dates of service between \_\_\_\_\_

Last 5 years

Other (specify) \_\_\_\_\_

Radiology and other diagnostic imaging films, pictures and/or CD rom (x-rays, CT scans, MRI, ultrasound, angiogram, diagnostic procedure, etc), unless otherwise specified.

Any and all records for dates of service between \_\_\_\_\_

Last 5 years

Other (specify) \_\_\_\_\_

Pathology slides.

Describe: \_\_\_\_\_

All medical and related bills related to the above requested information. 7/23/14 -> present

- Itemized Statements Page 1 of 2
- EOBs
- HICFs

*The Law Offices of Baudin & Baudin*

I authorize the use or disclosure of the above named individual's health information as described below for the purpose of consulting with my attorney. **The following items must be checked and initialed to be included in the use and/or disclosure of other health information:**

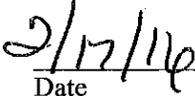
- \_\_\_\_\_ Diagnosis, Evaluation and/or treatment for alcohol and/or drug abuse
- \_\_\_\_\_ Records of HTLV-LLL or HIV testing (AIDS test) result, diagnosis and/or treatment
- \_\_\_\_\_ Psychiatric, psychological records or evaluation and/or treatment for mental, physical and/or emotional illness, including narrative summary, tests, social work assessment, medication, psychiatric examination, progress notes, consultations, treatment plans and/or evaluation.

I understand that I may revoke this authorization in writing at any time, provided that I do so in writing to the medical record contact person at this site of care except to the extent that action has already been taken to release this information. This Authorization shall remain valid unless revoked but **will expire in one (1) year after signing.**

I have a right to inspect a copy of the health information to be released and if I do not sign this Authorization, the institution named above will not release my health information. I understand authorizing the disclosure of health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment, enrollment, or eligibility for benefits.

**REDISCLASURE:** Notice is hereby given to the patient or legal representative signing this Authorization that the person or entity releasing this protected health information cannot guarantee that the Recipient receiving the requested health information will not re-disclose any or all of it to others. Notice is hereby given to the recipient of the protected health information that law prohibits the re-disclosure of any health information regarding drug and/or alcohol abuse, HIV and mental health treatment.

  
\_\_\_\_\_  
Signature of Patient or Patient's Legal Representative

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Name (Please print)

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Patient's Legal Representative (Please print)

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Relationship to Patient

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

PAUL DULBERG,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
DAVID GAGNON,	)	Case No.
Individually, and as	)	12 LA 178
Agent of CAROLINE	)	
McGUIRE and BILL	)	
McGUIRE, and CAROLINE	)	
McGUIRE and BILL	)	
McGUIRE, Individually,	)	
	)	
Defendants.	)	

The deposition of

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~~DR. KATHY KUJAWA~~

~~July 23, 2014~~

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Reported by:  
Jill S. Tiffany, CSR  
VAHL REPORTING SERVICE, LTD.  
Court Reporters  
(847) 244-4117  
11 N. Skokie Highway, Suite 301  
Lake Bluff, Illinois 60044

The deposition of DR. KATHY KUJAWA,  
taken before Jill S. Tiffany, CSR, a notary

1 public within and for the County of Lake and  
2 State of Illinois, on July 23, 2014, at the  
3 hour of 1:34 p.m., at 2614 Patriot Boulevard,  
4 Glenview, Illinois.

5

6

7 APPEARANCES:

8

9 MR. ROBERT J. LUMBER, of the  
10 Law Offices of Thomas J. Popovich, P.C.  
11 3416 West Elm Street  
12 McHenry, Illinois 60050,

13 appeared on behalf of plaintiff;

12

13 MR. PERRY A. ACCARDO, of the  
14 Law Office of Steven A. Lihosit  
15 200 North LaSalle Street, Suite 2650  
16 Chicago, Illinois 60601,

17 appeared on behalf of defendants.

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I N D E X

WITNESS:

DR. KATHY KUJAWA

EXAMINED BY: PAGE

MR. ACCARDO 4

MR. LUMBER 25

EXHIBITS:

(No exhibits marked.)

1 DR. KATHY KUJAWA,  
2 called as a witness and having been first  
3 duly sworn under oath, was examined and  
4 testified as follows:

5 EXAMINATION

6 BY MR. ACCARDO:

7 Q. Doctor, could you please state  
8 your name and spell it for the court  
9 reporter?

10 A. Kathy Kujawa; Kathy with a K, last  
11 name is K-U-J-A-W-A.

12 MR. ACCARDO: Let the record  
13 reflect this is the discovery deposition of  
14 Dr. Kathy Kujawa taken pursuant to notice,  
15 taken in accordance with the Rules of the  
16 Supreme Court of the State of Illinois, the  
17 Rules of the Circuit Court of McHenry County  
18 and any other applicable Local Court Rules.

19 Q. Good afternoon, Doctor. My name  
20 is Perry Accardo and I'm going to be asking  
21 you some questions today about a patient of  
22 yours by the name of Paul Dulberg, okay?

23 A. Okay.

24 Q. Have you ever given depositions

1 before?

2 A. Yes, I have.

3 Q. You're familiar with the ground  
4 rules then governing depositions? I don't  
5 have to go over them with you?

6 A. You don't have to.

7 Q. All right, great. What type of  
8 doctor are you?

9 A. ~~A neurologist with a specialist in~~  
10 ~~movement disorders; which means two additional~~  
11 ~~years of training beyond the standard~~  
12 ~~neurology residency.~~

13 Q. And today we are located at your  
14 offices in Glenview; is that correct?

15 A. That's correct.

16 Q. And what practice are you  
17 affiliated with currently?

18 A. Let's see. I have two offices. I  
19 saw the -- Mr. Dulberg at my Alexian Brothers  
20 office. Here it's just more convenient. I'm  
21 in private practice here, renting space from  
22 a group. Though the door says Presence, I am  
23 not with Presence.

24 Q. But you are affiliated with

1 Alexian Brothers?

2 A. Correct, absolutely.

3 Q. Gotcha. And do you have at least  
4 some of your records here today regarding  
5 Mr. Dulberg?

6 A. That's right. I have the initial  
7 visit when I saw him in ~~September 2013~~.

1st saw Sept '13  
2nd visit Feb '14  
Injection May '14

8 Q. And then it's my understanding  
9 that you saw him in ~~February of 2014~~ for an  
10 injection as well as in ~~May of 2014~~ for  
11 another injection; is that correct?

12 A. That's correct.

13 Q. Have you reviewed any other  
14 records prior to today's deposition for any  
15 other medical care or treatment that Mr.  
16 Dulberg has received?

17 A. If I did, it was back when I saw  
18 him in September. I do know ~~his orthopedic~~  
19 ~~doctor, Dr. Sagerman, referred him to me.~~

referred by Sagerman

20 But off the top of my head, I can't remember  
21 if I saw some records from Dr. Sagerman.

22 Q. Other than Dr. Sagerman, are you  
23 aware of any other medical care or treatment  
24 that Mr. Dulberg received as a result of this

1 incident?

2 A. No, but it looks like he told me  
3 he saw Dr. Levin. If I recall, I don't think  
4 I've seen any records from Dr. Levin.

5 Q. Do you know what kind of doctor  
6 Dr. Levin is?

7 A. My note said he was a neurologist,  
8 but I don't recognize his name.

9 Q. And I'm here today to ask you some  
10 questions regarding follow-up and injuries  
11 that Mr. Dulberg is claiming resulted from an  
12 incident that took place on June 28th of  
13 2011. Now, when Dr. Dulberg -- or when Mr.  
14 Dulberg first came to see you in September  
15 of 2013, you said he was referred to you by  
16 Dr. Sagerman?

17 A. That's correct.

18 Q. And why did Dr. Sagerman refer him  
19 to you, if you know?

20 A. Dr. Sagerman knows I'm movement  
21 disorders, so ~~the patient had some~~ -- I don't  
22 know if it's correct to say -- ~~some spasms, I~~  
23 ~~think we were calling them spasms, in his~~  
24 ~~right arm which occurred after the injury.~~

had <sup>(R)</sup> arm spasms

1 Q. And when you first saw Mr.  
2 Dulberg, did you take a history from him?

3 A. Yes, I did.

4 Q. And what did that history consist  
5 of?

6 A. It looks like he had two  
7 complaints, which was ~~pain in the arm that~~  
8 ~~had the trauma, but also an abnormal posture~~  
9 ~~of the right hand.~~

pain in arm  
abnormal posture @ arm

10 Q. And so we're talking about the  
11 right arm and the right hand?

12 A. That's right.

13 Q. I see in the history that there's  
14 a mention of a ~~right arm dystonia~~. What is  
15 that?

@ arm dystonia

16 A. It's ~~abnormal muscle spasms~~. So  
17 dystonia is a fancy word for involuntary  
18 muscle contractions.

abnormal muscle spasms

19 Q. Did Mr. Dulberg give you a history  
20 of how the incident occurred that led him to  
21 come to see you?

22 A. Yes, he did. ~~He told me two years~~  
23 ~~prior to seeing him he was in a chain saw~~  
24 ~~accident.~~

1 Q. And what if anything did he say  
2 about that chain saw accident?

3 A. He told me he was helping a  
4 neighbor who was using the chain saw.

5 Q. And he suffered some kind of  
6 trauma to his right forearm; is that correct?

7 A. Correct.

8 Q. ~~And I see in the history that he~~  
9 ~~talks about his arm was nearly severed~~ is  
10 that correct?

*"arm was  
nearly severed"*

11 A. Correct.

12 Q. And that would have been something  
13 that he would have told you?

14 A. Yes, that's correct.

15 Q. And his primary complaint was when  
16 ~~he talked about a burning pain in his right~~  
17 ~~forearm?~~

18 A. Correct. First complaint is pain.

19 Q. And there's I think a mention  
20 there of a medication that he was on,  
21 gabapentin, G-A-B-A-P-E-N-T-I-N?

22 A. That's correct.

23 Q. What type of medication is that?

24 A. It was initially developed as a

1 seizure medication. But neurologists, we  
2 have discovered it's very helpful in other  
3 disorders, primarily pain, but also  
4 psychiatrists can use it for mood  
5 stabilization.

6 Q. And as far as this ~~involuntary~~  
7 ~~spasm~~ where I think you used, in quotations,  
8 ~~a curling of the right hand?~~

9 A. That's correct.

10 Q. He indicated that that ~~started~~  
11 ~~approximately 18 months before seeing you;~~ is  
12 that correct?

13 A. That's right.

14 Q. And he also reports a ~~constant~~  
15 ~~numbness in the medial aspect of the right~~  
16 ~~forearm?~~

17 A. That's correct.

18 Q. As well as an ~~intermittent~~  
19 ~~tingling?~~

20 A. Yes, that's right.

21 Q. What part of the forearm are we  
22 talking about when we're talking about the  
23 medial aspect?

24 A. The anatomical position is thumbs

1 out, so that would be the, if the thumbs are  
2 held out, the surface closest to the body.

3 Q. So sort of basically what would be  
4 like the ~~inside of the right forearm?~~

5 A. Yes, that's right.

6 Q. And did you perform a physical  
7 examination of him back in September of 2013?

8 A. Yes, I did.

9 Q. And what were the results of that  
10 physical examination insofar as anything that  
11 was significant to you?

12 A. Let's see. ~~He was slightly weak~~  
13 ~~in his right hand.~~ But he had ~~observable~~  
14 ~~spasms~~ in his -- ~~it was actually wrist and~~  
15 ~~hand also.~~

16 Q. When you say observable, could you  
17 sort of explain to me what it was that you  
18 were able to observe?

19 A. Let's see. ~~So his wrist came in,~~  
20 ~~and his third, fourth and fifth, so the last~~  
21 ~~three fingers curled into his palm.~~

22 Q. And was that the result of you  
23 asking him to do some types of certain  
24 movements or something like that?

1           A.    I was trying to provoke the  
2 involuntary movement, so I asked him to  
3 voluntary make a fist. And then the abnormal  
4 -- ~~after making a fist, asking him to relax~~  
5 ~~and he couldn't~~ The hand continued in that  
6 posture.

7           Q.    Would you consider that to be an  
8 objective or subjective finding?

9           A.    Objective.

10          Q.    Is there any subjective component  
11 to that whatsoever as far as you're  
12 concerned?

13          A.    Subjective on my part or the  
14 patient's part.

15          Q.    On the patient's part.

16          A.    No, these are my observations.

17          Q.    After your taking a history of him  
18 and doing your physical examination, did you  
19 come to an assessment or a diagnosis?

20          A.    Yes, I did.

21          Q.    And what was that?

22          A.    That he ~~had post-traumatic~~  
23 ~~dystonia, which is involuntary muscle~~  
24 ~~contractures of his right hand.~~ And also by

1 history, he's got a ~~resultant pain syndrome~~

2 ~~W. also~~

3 Q. And what was your plan of

4 treatment?

5 A. To ~~continue the gabapentin since~~

6 ~~he felt it did help his pain~~. But also to

7 help the spasms, the treatment of choice --

8 or the ~~gold standard of treatment for~~

9 ~~dystonia is actually botulinum toxin~~

10 ~~injections~~

11 Q. Commonly known as Botox?

12 A. Botox, that's correct. The brand

13 name is Botox.

14 Q. I also note under assessment and

15 plan there's numbers 1 and 2; 1 being other,

16 ~~acquired torsion dystonia~~. What is that?

17 A. Our EMR, electronic medical

18 record, has a search to find out billable

19 diagnoses. So torsion is an old, old term

20 but dystonia is not so old. But acquired

21 means it wasn't congenital; he wasn't born

22 with it. So the dystonia happened later in

23 life. But actually, dystonia can affect many

24 parts of the body, so the second diagnosis

1 was ~~Walter's cramp~~ which is actually dystonia  
2 of the hand.

3 Q. And I think as we said before  
4 then, Mr. Dulberg came back to see you in  
5 ~~February of 2014?~~

6 A. That's correct.

7 Q. Was there any ~~contact between~~  
8 ~~Mr. Dulberg and your office between the~~  
9 ~~September 25th visit and coming in in~~  
10 ~~February of 2014?~~

11 A. Actually, I believe ~~there were~~  
12 ~~several phone calls~~ because I -- I don't --  
13 ~~the recommended therapy was Botox which is~~  
14 ~~very expensive. So there were phone calls~~  
15 ~~back and forth to see if he would qualify~~  
16 ~~from a Patient Assistance Program through~~  
17 ~~Allergan which owns -- essentially owns the~~  
18 ~~drug, the Botox.~~

19 Q. And by very expensive, what are we  
20 talking about?

21 A. ~~\$500 a vial.~~ I know I gave him at  
22 least one vial. That's for the drug itself.  
23 ~~But the injection and the doctor visits are~~  
24 ~~on top of that.~~

1 Q. And can you give me a ball park as  
2 far as about total how much that would be?

3 A. I would guess maybe ~~(\$2,000.)~~

4 Q. And that would just be for one  
5 injection?

6 A. Correct.

7 Q. And as far as you know, were there  
8 any complications with that initial injection  
9 in February of 2014?

10 A. ~~Complication, no.~~

11 Q. Now, as far as getting any type of  
12 relief from any of the symptoms that Mr.  
13 Dulberg was complaining of, ~~how immediate is~~  
14 ~~-- would be the onset of any relief after a~~  
15 ~~Botex injection?~~

16 A. ~~It would have to be at least a~~  
17 ~~week and a half.~~

18 Q. And so what would the plan then be  
19 after that first injection in February of  
20 2014? What would be the follow-up  
21 recommendation?

22 A. ~~The initial visit is just to see~~  
23 ~~if there's some sort of response.~~ And  
24 actually, like any medication, you start at

1 the lowest dose possible and titrate up. So  
2 that's kind of an exploratory visit. He did  
3 come back in May. I can't quite -- ~~(there had~~  
4 ~~to be some sort of positive response)~~  
5 ~~otherwise we wouldn't have invited him back~~  
6 ~~three months later. But the first one was~~  
7 just kind of a -- ~~essentially exploratory.~~

8 Q. And sitting here today, we don't  
9 have the records from that ~~May 2014~~ visit,  
10 correct?

11 A. That's correct.

12 Q. As far as what you recall, you  
13 believe that there ~~would have been some type~~  
14 ~~of positive reaction to the initial~~  
15 ~~injection?~~

16 A. ~~That's correct.~~

17 Q. ~~And the second injection, would~~  
18 ~~that have been at a higher dose?~~

19 A. ~~Either different muscles or~~  
20 ~~varying the dose I gave to certain muscles.~~

21 Q. Are you aware of Mr. Dulberg's  
22 reaction, either positive or negative, or if  
23 there was any improvement in symptoms  
24 following that May 2014 injection?

1 A. I don't know. The injections have,  
 2 to be spaced out every three months for,  
 3 insurance as well as to avoid immunity. So I  
 4 haven't seen him since then. And I'm not --  
 5 I don't know if he's got a follow-up  
 6 appointment in August. If he made the  
 7 appointment I would assume then there was a  
 8 positive response. But I don't know.

9 Q. Doctor, I'm going to ask you to  
 10 give some opinions. I would just ask that  
 11 the opinions you give today be within a  
 12 reasonable degree of medical and neurological  
 13 certainty, okay?

14 A. (Nodding.)

15 Q. Do you have an opinion as to what  
 16 if any injury Mr. Dulberg suffered as a  
 17 result of the incident with the chain saw  
 18 that took place on June 28th of 2011?

19 A. Well, I believe due to the  
 20 severing of muscles and nerves in his  
 21 forearm, he's left with pain and involuntary  
 22 muscle spasms.

23 Q. What would cause the involuntary  
 24 muscle spasms given the trauma that Mr.

INJ AS A RESULT OF ACCIDENT

\* d/t severing of muscles  
& nerves in his forearm,  
IT'S left w/ pain & involuntary  
muscle spasms

1 Dulberg suffered to his right forearm?

2 (Brief interruption.)

3 THE WITNESS: I'm sorry, could you  
4 repeat that question?

5 MR. ACCARDO: Could you read it  
6 back.

7 (The last question was  
8 read by the reporter.)

9 A. The brain is trying to rewire  
10 itself. ~~Not only is the brain trying to~~  
11 ~~rewire itself, the nerves are trying to~~  
12 ~~regrow. And nerves can regrow, but very~~  
13 ~~slowly. And unfortunately, a lot of times~~  
14 ~~it's -- the connections made are incorrect,~~  
15 ~~to the wrong muscles, to the wrong place.~~  
16 the man may say voluntary I want to squeeze  
17 my hand and the wrong muscles contract, if  
18 they can contract at all.

19 Q. Does it make a difference as far  
20 as any symptoms that Mr. Dulberg would have  
21 been experiencing if you relate it back to  
22 how deep or how severe the cut was to his  
23 right forearm?

24 A. Well, I believe I asked, do you

CAUSE OF INVOLUNTARY  
MUSCLE SPASMS

\* Brain trying to rewire  
itself  
\* Nerves trying to regrow  
& a lot of times the  
connections made are  
incorrect to wrong  
muscles

1 have any pins in your forearm. He says no,  
 2 no, the bone was not injured, so ~~it was~~  
 3 ~~completely a soft tissue injury.~~ But from  
 4 what I -- ~~I didn't describe the scar so I~~  
 5 ~~can't remember how extensive the scar was.~~  
 6 ~~But from what I could tell, it was quite the~~  
 7 ~~severe injury. It was very deep, at least an~~  
 8 ~~inch deep, through most of his soft tissue in~~  
 9 ~~his arm.)~~

• Severe inj  
 • Very deep  
 • @ least 1 in. deep  
 • thru most of his soft  
 tissue in his arm

10 Q. And would that have been based on  
 11 what he would have told you as far as your  
 12 approximation of the depth or the severity?

13 A. Well, and also who he had been to  
 14 see. Dr. Sagerman is a hand surgeon. He's  
 15 not a general orthopedic doc. I mean, he  
 16 takes the worst of the hand injuries. So  
 17 where he came from, too, sort of tells me the  
 18 extent of his injury.

19 Q. And as you sit here today, do you  
 20 have an opinion as to whether any injury that  
 21 Mr. Dulberg may have suffered as a result of  
 22 the incident of June 28th of 2011 is  
 23 permanent in nature?

24 A. Since he came to me 18 months

1 after the initial injury, it's going to be  
2 pretty chronic at that point. He's come to  
3 me late enough where the damage is done.

4 Q. So you would consider it to be a  
5 permanent injury?

6 A. Correct. ~~I would consider it to~~  
7 ~~be a permanent injury.~~

PERMANENT

8 Q. What was your prognosis as of the  
9 last time that Mr. Dulberg came to see you?

10 A. That his -- ~~was trying my best~~  
11 ~~to relieve some of the spasms which were~~  
12 ~~contributing to the pain. Completely~~  
13 ~~resolving his symptoms, it wasn't going to~~  
14 ~~happen, and I was very honest with him. But~~  
15 ~~to try to give him some relief and improve~~  
16 ~~his quality of life, that was my intent.~~

17 Q. At any point did Mr. Dulberg tell  
18 you that he was having difficulties  
19 performing certain activities or anything  
20 like that?

21 A. That I can't recall, but since we  
22 had to help him with the Patient Assistance  
23 Program, I assumed he didn't have insurance  
24 and he certainly didn't have the means to pay

1 for his medical treatment.

2 Q. But at least as far as your  
3 records and as you sit here today, your  
4 recollection of treating Mr. Dulberg, can you  
5 give me any specific examples of any  
6 limitations in activities or anything that  
7 Mr. Dulberg complained of?

8 A. I can guess what he can't do, but  
9 I didn't write down what he couldn't do.

10 Q. Yeah, I don't want you to guess.  
11 It would just be based on your memory or  
12 anything that would be contained in the  
13 records.

14 A. Based on my memory of the records,  
15 no, ~~my can't recall what he exactly couldn't~~ ? what he couldn't do  
16 ~~do~~.

17 Q. You said that one of the main  
18 goals was to try to alleviate the spasms that  
19 you believed was contributing to the pain.  
20 Would those be basically intermingled or  
21 would there be a separate and independent  
22 pain component that would be going along with  
23 it? If you know what I mean.

24 A. I think there was both. I mean,

1 not -- with the injury to the nerves, he was  
2 left with a baseline pain syndrome. But  
3 every time he had the spasms, the pain  
4 intensified. And with the spasms his pain  
5 was so bad it would wake him up at night.

baseline pain syndrome,  
but pain intensified  
w/ ea. spasm

6 Q. Did he give you any frame of  
7 reference or any indication regarding what  
8 his baseline level of pain was?

9 A. No. It looks like we did a pain  
10 scale and at that time it was zero.

11 Q. At which time? Would that have  
12 been --

13 A. It looks like the initial visit,  
14 pain scale is zero, 9/25 at 10:00 a.m.

15 Q. And getting back to some opinion  
16 testimony, as you sit here today do you have  
17 an opinion as to any medical care or  
18 treatment that Mr. Dulberg is going to  
19 require in the future to treat any injuries  
20 that you believe he sustained as a result of  
21 that incident?

OP RE FUTURE TX

- meds to tx neuropathic pain indefinitely
- PT @ least 1x/yr  
↳ wd prefer several times per yr
- need until Feb '15 to determine if Botox helpful
- if no Botox, oral meds can help & wd need trials to see if he responds  
↳ muscle relaxers & tranquilizers

22 A. I believe he will need medications  
23 to treat his neuropathic pain probably  
24 indefinitely. At least periodic visits to

1 (physical) therapy, at least once a year. My  
2 preference would be several times a year.  
3 We're working with him on the dose to each  
4 muscles and the beneficial muscles to inject.  
5 And it really takes about a year to find a  
6 pattern that each of us is happy with. So at  
7 least for the next -- If I started in  
8 February, until next February to really  
9 decide is the Botox helpful for him.

10 And if we decide the Botox isn't  
11 helpful, then there's oral medications that  
12 sometimes can help with the spasms, but  
13 they're poorly tolerated due to sleepiness,  
14 dry mouth. If he fails Botox and we have to  
15 do those, there would be visits back and  
16 forth to see if he responds to them and see  
17 if the side effects are tolerable.

18 Q. Could you give me the names of  
19 some of those oral medications?

20 A. Oh, Baclofen, the tranquilizers,  
21 Klonopin. I don't like to use Ativan. It  
22 would be Klonopin. Flexeril, tizanidine. I  
23 can't remember the other name of tizanidine.  
24 So it's muscle relaxants and then the

1 tranquilizers.

2 Q. And as far as the Botox,  
3 injections, you said that those would be  
4 scheduled every three months as long as  
5 there's some indication that the patient was  
6 experiencing some positive outcome from it?

Botox every 3 mos.  
ble not permanent  
& effects wear off  
& don't want them  
to be resistant

7 A. Correct. It's not permanent.  
8 Unfortunately, the effects wear off so the  
9 patient has to return on a regular basis.  
10 And we have to space them out every three  
11 months so they don't become resistant to the  
12 therapy, develop antibodies against the  
13 Botox.

14 Q. And then if after a year he is  
15 still showing some temporary improvement,  
16 would you then continue --

17 A. Oh, they could be continued  
18 indefinitely.

19 Q. Okay. And would those then also  
20 be every three months --

21 A. Correct.

22 Q. -- or at some point --

23 A. We'd continue at three-month  
24 intervals.

→ If he responds,  
every 3 mos.  
wd have Botox  
indefinitely

1 Q. At any point does that three-month  
2 interval ever get stretched out?

3 A. In my experience, when I inject  
4 other body parts, like the face, sometimes we  
5 can go six to eight months because those  
6 muscles are very sensitive. But larger  
7 muscle groups, they're desperate at three  
8 months to come in.

9 MR. ACCARDO: All right. I don't  
10 think I have anything else. Thank you,  
11 Doctor.

12

13 E X A M I N A T I O N

14 BY MR. LUMBER:

15 Q. Doctor, I just have one quick  
16 question. My name is Robert Lumber and we  
17 represent Mr. Dulberg in this matter.

18 The spasms that you had referred  
19 to, is there generally any rhyme or reason as  
20 to what may trigger them? I know in your  
21 visit you indicated that you were  
22 intentionally trying to trigger them by  
23 having him make a fist. But is there any  
24 other rhyme or reason? Or is this something

1 that just sitting anywhere at any time may  
2 flare up on him?

3 A. They can -- ~~they can occur~~  
4 ~~spontaneously, but a lot of times with~~  
5 ~~voluntary movement they can be triggered.~~  
6 ~~And we're very active with our hands so we're~~  
7 ~~always using our hands, so I can imagine~~  
8 ~~they're always being set off.~~

• Spasms can be  
spontaneous &  
triggered w/  
voluntary movement

9 Q. One last question. You had  
10 indicated earlier, I believe, when describing  
11 the spasms or the dystonia that it was an  
12 acquired dystonia. Can that be acquired --  
13 meaning trauma induced? Can that be a  
14 possible reason for that?

15 A. Correct. Within our coding I  
16 don't think -- at that time I don't think  
17 there was a code for trauma. ~~So acquired~~  
18 ~~means trauma. It's trauma as opposed to~~  
19 ~~congenital, born with it.~~

20 MR. LUMBER: I have nothing  
21 further.

22 MR. ACCARDO: I don't have  
23 anything else. Doctor, signature reserved,  
24 waived?

1 THE WITNESS: Waived. So I don't  
2 have to see anything, right?

3 MR. ACCARDO: Correct. Show  
4 signature waived then.

5 (DEPOSITION CONCLUDED AT 2:00 P.M.)

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1           I FURTHER CERTIFY that I am not a  
2 relative or employee or attorney or  
3 employee of such attorney or counsel, or  
4 financially interested directly or  
5 indirectly in this action.

6           IN WITNESS WHEREOF, I have set my  
7 hand.

8

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13 Jill S. Tiffany  
14 Certified Shorthand Reporter  
15 Certificate No. 084-002807

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ORIGINAL

Discovery Deposition  
of **MICHAEL McARTOR**

**Date:** March 20, 2013

**Case:** Dulberg v. Gagnon

**Urbanski**  
Reporting Company

**Phone: 312-977-1777**

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

1 APPEARANCES:

2  
3 MR. HANS MAST  
4 LAW OFFICES OF THOMAS J. POPOVICH  
5 3416 W. Elm Street  
6 McHenry, Illinois 60050  
7 (815) 344-3797

8 Appeared on behalf of the Plaintiff.

9  
10 MR. RONALD A. BARCH  
11 CICERO, FRANCE, BARCH & ALEXANDER, PC  
12 6323 East Riverside Boulevard  
13 Rockford, Illinois 61114  
14 (815) 226-7700

15 Appeared on behalf of the Defendants, Carolyn  
16 and Bill McGuire.

17  
18 MR. PERRY A. ACCARDO  
19 LAW OFFICE OF M. GERARD GREGOIRE  
20 200 North LaSalle Street  
21 Suite 2650  
22 Chicago, Illinois 60601  
23 (312) 558-9821

24 Appeared on behalf of the Defendant, David  
Gagnon.

\* \* \* \*

I N D E X

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WITNESS

PAGE

MICHAEL McARTOR

BY MR. MAST..... 4

BY MR. BARCH.....41

E X H I B I T S

(NO EXHIBITS MARKED)

1 THE REPORTER: Sir, can you raise your right  
2 hand, please?

3 MICHAEL McARTOR,  
4 after being first duly sworn, deposeth and saith as  
5 follows:

6 EXAMINATION

7 BY MR. MAST:

8 Q. All right. Would you please state your name?

9 A. Michael McArtor.

10 Q. How do you spell the last name?

11 A. M-C capital A-R-T-O-R.

12 Q. Okay. All right.

13 MR. MAST: This is the discovery deposition of  
14 Michael McArtor, taken pursuant to subpoena with  
15 notice. Mr. McArtor, I am going to ask you some  
16 questions regarding what you may or may not know about  
17 a chain saw incident that involved my client Paul  
18 Dulberg and the other parties in this case. Let's see  
19 if I have a date of accident I can reference. Anybody  
20 have the date of accident?

21 MR. BARCH: I think it's June 28th of 2011 was  
22 the date.

23 BY MR. MAST:

24 Q. Okay. Do you recall that date as being the

1 approximate time of Paul's accident?

2 A. Yes. Summer of '11.

3 MR. MAST: Okay. What I am going to do and maybe  
4 the other attorneys are going to ask you some  
5 questions regarding just some matters regarding Paul,  
6 my client, and just the incident and things that arose  
7 from the incident. Please let me finish the question  
8 and I will let you answer it. Let's try not to talk  
9 over each other and we will go from there, okay?

10 THE WITNESS: Okay.

11 BY MR. MAST:

12 Q. You have probably never given a deposition  
13 before I take it?

14 A. No.

15 Q. Okay.

16 A. Never been in a lawyer's office really.

17 Q. Well, that's actually good. So let's start  
18 with your address.

19 A. 4606 Hayden Court, McHenry, Illinois 60051.

20 Q. Hayden, H-A-Y-D-E-N?

21 A. Correct.

22 Q. All right. And who do you live with?

23 A. Paul and his mom.

24 Q. What's his mother's name?

1 A. Barb.

2 Q. And is this a single family residence?

3 A. Yes. There is two. It's like two floors. I  
4 live on the bottom.

5 Q. Do you like live in an apartment?

6 A. No. It's one house. We share a kitchen.  
7 Everything else I have is my own. You know, I have my  
8 own bathroom and everything.

9 Q. So it's kind of --

10 A. It's kind of like a duplex.

11 Q. This is the problem we are going to have is  
12 when I start talking and when you start talking. You  
13 got to let me finish my question and then I will let  
14 you say whatever you want to say, okay? All right?

15 A. Yep.

16 Q. So although it's a single family house, you  
17 use it in kind of sections where you have a place that  
18 you use and then the second floor they use?

19 A. Yes.

20 Q. Okay. So does Paul live in the area where  
21 his mother lives?

22 A. Yes.

23 Q. And then you live alone in the area of the  
24 first floor?

1 A. Yes.

2 Q. Okay. See, that's better. That makes it a  
3 little bit easier. All right. What's your date of  
4 birth?

5 A. 9/3/70.

6 Q. Okay. And what do you do for a living?

7 A. I am unemployed right now.

8 Q. How long have you been unemployed?

9 A. About five years.

10 Q. Is that by choice or for some reason?

11 A. I was fired.

12 Q. Well, that was five years ago, though. Are  
13 you staying -- Hold on. Are you staying unemployed by  
14 choice or for some season?

15 A. Oh, no. Not by choice. It's just hard to  
16 find a job.

17 Q. So you haven't been able to find a job?

18 A. Right.

19 Q. What is it that you do that you are looking  
20 to find work in?

21 A. I do printing.

22 Q. Okay. How long have you lived at that  
23 address with Paul and his mother?

24 A. About seven years.

1 Q. How long have you known Paul and his mother?

2 A. My whole life. Since I was like three.

3 Q. So you grew up with Paul?

4 A. Yes.

5 Q. Did you go to school with him as well?

6 A. Yes.

7 Q. What -- Did you go to grade school with him?

8 A. Yes.

9 Q. What grade school?

10 A. All of them, Johnsbury, Ringwood.

11 Q. What high school did you go?

12 A. Johnsbury.

13 Q. Same with Paul?

14 A. Yes.

15 Q. So is it fair to say since maybe 3 or 4 years  
16 old you and Paul have been friends?

17 A. We have known each other.

18 Q. Okay. How long would you say you and Paul  
19 have been friends?

20 A. Probably since '80.

21 Q. Okay. What started that friendship?

22 A. Just we live two roads away from each other.

23 Q. Okay. How is it that you began to live with  
24 Paul?

1 A. We originally had a business together.

2 Q. What kind of business?

3 A. T-shirt business.

4 Q. A what?

5 A. T-shirt printing.

6 Q. How did that carry on to living together?

7 A. We pretty much needed somebody there all the  
8 time and he was working at Intermatic and I wasn't  
9 really working at the time.

10 Q. Is it out of the home?

11 A. Yes.

12 Q. Okay. Is that something you are still doing  
13 with Paul?

14 A. No. We are not doing that anymore.

15 Q. So do you do anything to earn any income  
16 right now?

17 A. No.

18 Q. Okay. When did the T-shirt business stop,  
19 end?

20 A. Roughly about 2011.

21 Q. Okay. And was it -- Was it run out of the  
22 home?

23 A. Yes.

24 Q. Do you pay rent?

1 A. No.

2 Q. Or do you do anything in exchange for living  
3 there?

4 A. I clean. I cook.

5 Q. Okay. For everyone?

6 A. Yes.

7 Q. Oh. Are you a good cook?

8 A. Yes.

9 Q. Good.

10 A. I think so.

11 Q. Do you have anything beyond high school? Any  
12 type of college?

13 A. No.

14 Q. Okay. How about David Gagnon, do you know  
15 him?

16 A. Yes.

17 Q. How long have you known Dave?

18 A. Since probably 1984.

19 Q. Has he been a friend since then?

20 A. He was an acquaintance at that time.  
21 Probably about 1986 we probably became friends.

22 Q. Okay. So almost as long as with Paul but not  
23 quite?

24 A. Yes. Right.

1 Q. Okay. What began your friendship with Dave?

2 A. Once again, we lived in the same  
3 neighborhood. We knew each other.

4 Q. Okay. And up until Paul's incident in 2011  
5 with the chain saw -- You are familiar with that  
6 incident, right?

7 A. Yes.

8 Q. Up until then, were you -- from '86 until  
9 then, were you friends with Dave?

10 A. Yes.

11 Q. Okay. And friends can mean a lot of  
12 different things. Some friends are very close and  
13 they see each other every day and go out and socialize  
14 and stuff. Other people can be friends. They see  
15 each other once a year, so how would you describe  
16 before Paul's accident your friendship with Dave?

17 A. I'd say I saw him probably four times a week  
18 at least.

19 Q. Any type of social activities together?

20 A. No. We just go to his house and play like  
21 hacky sack.

22 Q. Did Dave live alone?

23 A. No. He lived with his mom and Bill.

24 Q. Mom and who?

1 A. Bill.

2 Q. Who is Bill?

3 A. McGuire.

4 Q. I'm sorry?

5 A. Carol and Bill.

6 Q. His parents you are saying?

7 A. It wasn't his parents at the time. Bill was  
8 not his dad. They weren't married at the time.

9 Q. So Bill is like his stepfather?

10 A. Bill would be his stepfather, yes.

11 Q. Does Dave still live with them?

12 A. No.

13 Q. Is he married now?

14 A. Yes.

15 Q. Does he have children?

16 A. No.

17 Q. How long has Dave lived -- I imagine Dave  
18 lives with his wife now?

19 A. Correct.

20 Q. How long have they lived together, if you  
21 know?

22 A. Oh, probably it was at least probably six  
23 years.

24 Q. Okay. Up until then -- up until he got

1 married and started living with his now wife, he lived  
2 with his mother and Bill?

3 A. Yes.

4 Q. Okay. And is that the same address where she  
5 lives today?

6 A. Yes.

7 Q. What street is that?

8 A. Oakleaf I think.

9 Q. Is that in McHenry?

10 A. They have a McHenry mailing address, yes.

11 Q. And so the time that you would see Dave four  
12 times a week at his mom's house on Oakleaf that would  
13 be before Dave got married and moved out obviously?

14 A. Correct.

15 Q. Okay. So for six years -- for the past six  
16 years, have you had a friendship with Dave?

17 A. I would see him every now and then. I  
18 wouldn't see him as much, no.

19 Q. And the reason you saw him it looks like  
20 significantly less is because he got married and moved  
21 in with his wife and moved?

22 A. They moved away. They moved to Wisconsin.

23 Q. Is that where they are living now?

24 A. Yes.

1 Q. So once Dave got married and moved up to  
2 Wisconsin to live with his wife, that's when your  
3 connection with him got a little bit less?

4 A. Yes.

5 Q. But you still had a friendship with him?

6 A. Yes.

7 Q. Okay. Okay. And then if you would, you  
8 described now your relationship friendship with Dave  
9 over the years. How about now with Paul? You have  
10 lived with him for the past six years. I am assuming  
11 you socialize with him from time to time?

12 A. Sure.

13 Q. Is that on a frequent everyday basis or what?

14 A. Yeah.

15 Q. Okay. So you still have a close relationship  
16 with Paul then?

17 A. Yes.

18 Q. All right. Are you -- Do you have a close  
19 relationship with his mother then as well?

20 A. Yes.

21 Q. What's his mother's name?

22 A. Barbara.

23 Q. Anybody else that lives in the house?

24 A. No.

1 Q. Do you know Dave's mother and stepfather?

2 A. Yes.

3 Q. Okay. Does he have a -- Is his natural  
4 father still living?

5 A. No.

6 Q. Okay. What's his mother's name?

7 A. Carol.

8 Q. Carol. Since Dave moved out of their house  
9 like six years ago, have you maintained any type of  
10 contact with Carol and Bill?

11 A. I have talked to them a couple times, not  
12 much.

13 Q. Okay. With regard to Paul's accident, the  
14 chain saw that we are here about today, June, 2011,  
15 other than -- and we will get to your communications  
16 or what you have overheard with regard to Dave and  
17 Paul, but other than Dave and Paul, have you had  
18 communications with anyone else regarding that  
19 incident?

20 A. No.

21 Q. Okay. So all of the information you know  
22 about the chain saw accident with Paul has all come  
23 from either Paul or Dave?

24 A. Well, and Carol. Carol. Carol is the one

1 who called me the day it happened.

2 Q. That's what I was trying to find out.

3 A. Yes.

4 Q. So it's just three people then you have  
5 learned about the chain saw accident, Carol, Dave and  
6 Paul?

7 A. Yes.

8 Q. Okay. You have never talked to Bill about it  
9 then?

10 A. No.

11 Q. Okay. Before the -- Before the accident  
12 occurred with Paul -- You know it happened over at the  
13 McGuire's house, right?

14 A. Yes.

15 Q. Before it happened, did you know what Paul  
16 was doing that day?

17 A. No.

18 Q. Did you know he was going to be using a chain  
19 saw or working around a chain saw?

20 A. No. No.

21 Q. Okay. Did you know what Dave was going to be  
22 doing that day?

23 A. I had no idea what any of them were doing.

24 Q. Okay. Okay. Obviously they don't have to

1 report to you what they decide to do, right?

2 A. Right.

3 Q. And you don't know every day what they're  
4 doing?

5 A. No.

6 Q. All right. So your first notification of  
7 what happened in Paul's chain saw accident was when  
8 Carol called you?

9 A. Yes.

10 Q. Okay. Was it the day of the incident?

11 A. Yes.

12 Q. What time did she call you?

13 A. Probably five, six hours after it happened.

14 Q. Okay. So Paul had already been to the  
15 hospital I am assuming?

16 A. Yes. He was at the hospital when she called.

17 Q. Okay. All right. So let's start with that  
18 telephone call then. What did Carol say to the best  
19 you can paraphrase for us?

20 A. Carol called and told me why she didn't want  
21 to call earlier. She didn't want to talk to Barb  
22 because she was afraid what she would say because Dave  
23 cut Paul's arm with the chain saw.

24 Q. Were those her words?

1 A. Those were her words.

2 Q. She didn't want to call earlier because she  
3 didn't want to talk to Barb?

4 A. She didn't want to put Barb in stress until  
5 she found out what was going on.

6 Q. About the injury?

7 A. Yes.

8 Q. Okay. And she described it as Dave cut  
9 Paul's --

10 A. Paul with the chain saw.

11 Q. With the chain saw. Okay. All right. What  
12 else did Carol say?

13 A. Come get your dog.

14 Q. Why was your dog over there?

15 A. Paul had the dog over there.

16 Q. Okay. And what kind of dog was that?

17 A. A German Shepherd.

18 Q. So apparently when Paul was going over to the  
19 house to help Dave, he brought your dog with?

20 A. Well, it's both of our dog.

21 Q. He brought the dog with?

22 A. Yes.

23 Q. And I guess that's something he does from  
24 time to time, right?

1 A. Yes.

2 Q. So not unusual?

3 A. No.

4 Q. Did she say anything else in the phone call?

5 A. No.

6 Q. So it was about a minute or two phone call?

7 A. Yes.

8 Q. What did you do -- So I imagine she said Paul  
9 was in the hospital?

10 A. Yes.

11 Q. Okay. Did she tell you what type of injury  
12 or how severe it was?

13 A. No. No. She just said it was a chain saw  
14 cut.

15 Q. On the arm?

16 A. Yes.

17 Q. Okay. So what did you do after hanging up  
18 with Carol?

19 A. Walked over to their house and got the dog.

20 Q. How far away did they live?

21 A. A couple blocks.

22 Q. And that is from the place where you are  
23 living today --

24 A. Yes.

1 Q. -- when you were living with Paul at the  
2 time?

3 A. Yes.

4 Q. And you went and got the dog, brought him  
5 home and what did you do next?

6 A. Waited to find out about Paul.

7 Q. So you were waiting for someone to call you?

8 A. Waiting to find out what was going on. You  
9 know, Dave was with him at the hospital.

10 Q. So you were assuming one of them was going to  
11 call you?

12 A. Well, I was assuming that he was going to  
13 show back up after he was done with the hospital.

14 Q. Right. So either they were going to call you  
15 or somehow show up at the house and then you were  
16 going to find out what happened?

17 A. Yes.

18 Q. Okay. So you weren't going to do anything  
19 yourself until somebody contacted you?

20 A. Yes.

21 Q. Okay. So you just waited at home?

22 A. Yep.

23 Q. Okay. What's the next thing that happened  
24 then?

1 A. A couple hours later Paul came home.

2 Q. Do you remember what time that was?

3 A. No.

4 Q. Can you give me an estimate, like after 7:00,  
5 before 7:00, something like that?

6 A. Oh, it was before that.

7 Q. Before 5:00, somewhere around there?

8 A. Maybe around there.

9 Q. So around 5:00 p.m.?

10 A. I suppose. I am not really sure on the time.

11 Q. Okay. It wasn't late evening, though?

12 A. No. It was not pitch dark out, no.

13 Q. Was it still light out?

14 A. Yes. It was still light out.

15 Q. And who -- So your first -- the next thing  
16 that happened then is Paul arrived home?

17 A. Yes.

18 Q. Did he arrive home with anyone?

19 A. Well, Dave brought him home.

20 Q. Okay. Did Dave just drop him off and drive  
21 away or did he come into the house?

22 A. Dave did not come into the house.

23 Q. Did you speak to Dave?

24 A. No.

1 Q. Did you see Dave?

2 A. No.

3 Q. Okay. You just know he got dropped off  
4 because somebody had to drop him off?

5 A. Well, because they took him to the hospital  
6 so they brought him home.

7 Q. Where was Paul's truck at the time then?

8 A. Dave drove Paul's truck to the hospital.

9 Q. Okay. And then Dave drove Paul home?

10 A. Yes.

11 Q. And then Dave took Paul's truck away to his  
12 house?

13 A. I don't think so.

14 Q. What -- How did Dave get home?

15 A. He could have walked. It's only two blocks  
16 away.

17 Q. I am just trying to find out.

18 A. I have no idea.

19 Q. So as far as you know, Dave probably left  
20 Paul's truck there and just walked home? That's  
21 probably what happened?

22 A. Yeah.

23 Q. Okay. Okay. So Paul came in the house and  
24 did you have a conversation with him?

1           A.    Well, no, not really.  He was on pills.  You  
2 really can't have much of a conversation at that point.

3           Q.    What was his demeanor or how was he acting at  
4 the time?

5           A.    Sore.

6           Q.    In his arm?

7           A.    Yes.

8           Q.    Okay.  Was his arm bandaged?

9           A.    Yes.

10          Q.    Do you remember which arm?

11          A.    It was the -- I believe it was the right arm.

12          Q.    Okay.

13          A.    Or left arm.

14          Q.    Left arm.  No words exchanged or just hi, how  
15 are you doing?  That type of thing and you went to  
16 bed?

17          A.    Just, oh, my God.  I can't believe that  
18 happened.

19          Q.    All right.  Did Paul at this point -- and,  
20 again, we are going to go step by step -- but did Paul  
21 describe to you what had happened?

22          A.    Not at the time, no.  He was -- Like I said  
23 he was on pills, so there wasn't much talking.  I mean,  
24 he pretty much wanted to sleep.

1 Q. Okay. So after the hi and, oh, my God, what  
2 happened, then he just went to bed?

3 A. Yeah.

4 Q. Okay. Okay. Did you see Paul the next  
5 morning then?

6 A. I saw him the next day, yes.

7 Q. Did you have a conversation with him more now  
8 about the incident and what happened?

9 A. Yes.

10 Q. How did Paul describe what happened?

11 A. He said he was holding the branch for Dave  
12 and the next thing he knows Dave came up and -- too  
13 high and cut him in the arm.

14 Q. Those are his words?

15 A. Yeah.

16 Q. Okay. Did he say anything else? And, again,  
17 I know this has been some time but I need to go  
18 through everything and make sure you said everything  
19 you recall so did he say anything else regarding how  
20 it happened?

21 A. No. He was just there helping Dave hold some  
22 branches while he cut them.

23 Q. Okay. Anything else discussed that you  
24 recall the next morning?

1 A. No.

2 Q. Okay. Are you the kind of -- Again, I don't  
3 know. You guys live together. Did you know when Paul  
4 was receiving medical treatment and all that or did  
5 you not kind of stay up on that?

6 A. I try not to. I don't want to get into too  
7 much stuff with him so no. I didn't really pay much  
8 attention to it.

9 Q. He obviously had some issues with the arm  
10 later on, right?

11 A. Yes. I have to help him do a lot of things.

12 Q. I am not going to go and belabor it. If they  
13 want to, they can but what did you notice over the  
14 next we are going on two years so let's say over the  
15 next few months after the incident, what did you  
16 notice about -- if anything, about his injury and how  
17 that affected his day-to-day activities?

18 A. Well, he couldn't do a lot of things. He  
19 can't open a jar. He can't do lots of things. He  
20 can't, you know, type on a keyboard for more than maybe  
21 20 minutes. He lost a lot of movement basically in his  
22 arm. The grip and everything.

23 Q. And when you notice from day to day it was  
24 causing him pain, so you would notice some visual

1 issues in his face that would show that he is having  
2 some problems or not?

3 A. Well, when you see him work with his hands,  
4 yes. You can see him -- stress in his face.

5 Q. Okay. And was that something that you would  
6 see on a day-to-day basis because you saw him every  
7 day or would it be more once a week, once a month?  
8 How often would you notice these things about him?

9 A. If he uses his hands, it happens all the  
10 time.

11 Q. So it depends on how active he is trying to  
12 be?

13 A. Yes.

14 Q. How about outside of the house? Were there  
15 things he was having difficulties doing because of his  
16 left hand/left arm issues?

17 A. Like mowing the lawn, things like that?

18 Q. Yes. Yes. Whatever he does outside.

19 A. Yes. Yes.

20 Q. Before this accident, was he kind of an  
21 outdoors guy or indoor guy?

22 A. Outdoors.

23 Q. What did he like to do outdoors?

24 A. Camping. We used to cut wood, gardening.

1 Q. Was he able to do any of that after the  
2 accident that you noticed?

3 A. No, not really. He would plant a few seeds  
4 in the garden but, you know, that's not really doing  
5 anything.

6 Q. Okay. Okay. All right. Have you -- I will  
7 just make this all kind of in one question and if they  
8 want to go into more particulars, they can but since  
9 the accident, have you noticed over now we are a year  
10 and a half to two years, have you noticed any  
11 improvement or him being able to be more active such  
12 as he is getting better over the years or has he  
13 gotten worse or has he pretty much stayed the same?

14 A. It definitely hasn't gotten better.

15 Q. Okay. His limitations if you compare them  
16 today versus in the months after the accident, are  
17 they about the same or have they improved or gotten  
18 worse?

19 A. Probably the same.

20 Q. Okay. So you haven't really noticed any  
21 significant changes since the months after the  
22 accident until today? It's about the same?

23 A. On the cut arm?

24 Q. On his arm, yes.

1 A. No. It's about the same.

2 Q. Have you noticed something on the other parts  
3 of his body?

4 A. Well, he had an accident on the other arm a  
5 few years before that and now he has to use that arm a  
6 little bit more and it's taken a toll on that arm.

7 Q. What was that accident?

8 A. A car accident.

9 Q. And he hurt his right arm?

10 A. Yes.

11 Q. Now that he has to use his right arm because  
12 he can't use his left arm, that's making difficulties  
13 using the right arm?

14 A. Yes. He had to have the ulnar nerve moved  
15 from --

16 Q. From his right arm?

17 A. Yes.

18 Q. Because of that auto accident?

19 A. Yes.

20 Q. Did he have any prior problems with the left  
21 arm where he had the saw accident?

22 A. No.

23 Q. Okay. Since you see Paul frequently, I don't  
24 want to go into every time you see him, but this is

1 what I am trying to get at: Since the day after the  
2 accident when you had the conversation a little bit  
3 more particular about what happened, have you had  
4 additional conversations with Paul over the years  
5 about more specifically how it happened or has it  
6 always been him saying pretty much what you already  
7 told me?

8 A. On how it happen? That's pretty much what  
9 it's always been.

10 Q. Yes. So although he said it a few times over  
11 the years, he has pretty much said the same thing?

12 A. Yes.

13 Q. Had there been any other versions you heard  
14 from Paul other than what you described for us about  
15 how the incident occurred?

16 A. No.

17 Q. Okay. All right. Have you told us then  
18 everything that Paul has told you since the accident  
19 and again over the years about how the accident  
20 occurred?

21 A. Yes.

22 Q. Is there anything else about the accident  
23 that he has told you that you have not told us?

24 A. About him?

1 Q. About the accident. About how it happened.

2 A. No. That's how it happened.

3 Q. Okay. You were not -- obviously not a  
4 witness to the accident?

5 A. No.

6 Q. Okay. Other than Dave and Paul, are you  
7 aware of any other witnesses to the accident?

8 A. No.

9 Q. The chain saw accident.

10 A. No.

11 Q. Okay. Do you know if Carol or her husband  
12 were present at the time the incident occurred?

13 A. They told me they were inside.

14 Q. Okay. And when did they tell you they were  
15 inside?

16 A. When I went to pick up the dog.

17 Q. All right. And so I didn't talk to you about  
18 that conversation, so let's go back to that. That's  
19 with Carol?

20 A. Yes. Carol.

21 Q. Okay. So let's go back then because I want  
22 to cover as much as I can. When you went to pick up  
23 the dog after Carol called you the day of Paul's  
24 accident and said pick up the dog, you went to pick it

1 up. You walked over there?

2 A. Yes.

3 Q. And did you have to go inside?

4 A. No. It was outside.

5 Q. Okay. You picked up the dog. Did you talk  
6 to Carol?

7 A. Carol came out.

8 Q. Did you only talk to Carol?

9 A. Carol and Bill came out.

10 Q. Did you talk to Bill and Carol?

11 A. Yeah.

12 Q. All right. What was said between you?

13 A. Pretty much that what happened. Dave cut  
14 Paul with the chain saw and they were waiting to hear  
15 back.

16 Q. Okay. That was it then?

17 A. Yeah.

18 Q. Have you ever talked to Carol or her husband  
19 since that time up until today any more about this  
20 incident?

21 A. No.

22 Q. Okay. All right. All right. How about  
23 Dave? Now let's talk about Dave. After the accident,  
24 how long, how many days was it when you first spoke

1 with Dave or heard Dave talk about the incident?

2 A. Dave didn't really want to talk about the  
3 incident.

4 Q. Okay. Well, when is the first time -- how  
5 long after the accident was the first time you even  
6 were around him where you noticed he didn't want to  
7 talk about it?

8 A. When we went up to try to get his insurance  
9 policy number.

10 Q. How many days, though, later?

11 A. Oh, I don't know.

12 Q. Was it a week?

13 A. Maybe a month.

14 Q. Okay. I just need to get a timeframe so I  
15 know what we are talking about. So approximately one  
16 month after Paul's chain saw accident, you and Paul  
17 went over to Dave's house?

18 A. Yes.

19 Q. Okay. And, again, that's when he is with his  
20 wife up in Wisconsin?

21 A. Yes. In Powers Lake.

22 Q. Do you remember his wife's name? I don't  
23 know if I asked you.

24 A. Pam.

1 Q. Pam. Okay. And why did you go up with Paul?

2 A. Because he wanted me to drive him.

3 Q. Because he is not able to drive with his  
4 injury?

5 A. Well, he can drive. I mean, it's just too  
6 much turning, you know, and his hand gets sore.

7 Q. Okay. So the only reason you accompanied  
8 Paul up to Dave's house a month after his accident is  
9 because he needed you to help him drive?

10 A. I told him I would drive, yes.

11 Q. Okay. All right. And how long were you at  
12 Dave's house that day?

13 A. Half hour, maybe an hour.

14 Q. And was it a sit-down meeting or is it just  
15 kind of walking around talking a little bit?

16 A. Went into his garage, he showed us his cars,  
17 things he is working on.

18 Q. What does Dave do for a living, do you  
19 recall?

20 A. Auto body.

21 Q. Okay. Does he do it out of his house?

22 A. Yeah.

23 Q. Okay. Do you know if he has any other work  
24 other than auto body out of his house?

1 A. That's all that I know of.

2 Q. In the entire time that you were at Dave's  
3 house the month after the accident was Paul and Dave  
4 and all three of you together?

5 A. Yes. We were in the garage.

6 Q. Okay. So whatever was said all three of you  
7 would overhear presumably?

8 A. Yes.

9 Q. It's not like Paul or Dave went off somewhere  
10 and talked to somebody else. You all three were there  
11 together for that half hour to an hour?

12 A. Yes.

13 Q. So let me just to your knowledge, if Paul or  
14 Dave said something during that half hour or hour  
15 visit, you would have heard what they had to say  
16 because you all three were together, right?

17 A. Yes.

18 Q. Okay. There was never a time during that  
19 visit that Paul and Dave were alone without you  
20 around?

21 A. No.

22 Q. Okay. Can you attempt to describe what was  
23 talked about during that half hour to an hour visit up  
24 at Dave's house one month after the accident with you

1 and Paul present?

2 A. Well, he first wanted to start to talk about  
3 the cars he is working on and Paul wanted to know about  
4 the insurance policy.

5 Q. How did Paul say it?

6 A. He asked if he can get his insurance policy  
7 number.

8 Q. His home insurance?

9 A. Yes. Homeowner's insurance.

10 Q. And what did Dave respond?

11 A. He didn't.

12 Q. He didn't even talk?

13 A. He didn't say yes or no.

14 Q. Okay. Did he say anything else in response?

15 A. About that, no.

16 Q. Okay. Anything else discussed about the  
17 incident?

18 A. Yes. He wanted to know what he was going to  
19 get out of it, Dave did.

20 Q. Okay. Was that brought up out of the blue or  
21 was that brought up in response to what Paul asked of  
22 him?

23 A. After Paul asked about the insurance policy,  
24 Dave wouldn't answer him and Dave wanted to know what

1 he was going to get out of it if he did.

2 Q. And, again, I know you don't have it recorded  
3 or know the exact words but can you give me kind of a  
4 paraphrasing of his response?

5 A. What am I going to get out of this?

6 Q. Okay. Did he define what he meant by that  
7 statement?

8 A. Not really.

9 Q. All right. What did Paul say in response to  
10 that?

11 A. What's there to get out of this?

12 Q. And, again, give me the back and forth. What  
13 was said then?

14 A. Basically, he wanted to know -- you know,  
15 Paul wanted the insurance policy, Dave -- like I said  
16 Dave didn't give us an answer. He wanted to know what  
17 he was going to get out of it and Paul said there is  
18 nothing to get out of this. It's insurance. I want my  
19 arm fixed and Dave is like, well, if my insurance goes  
20 up a penny, the chain saw cut is going to be the least  
21 of your worries. You haven't seen me mad yet. Exact  
22 words.

23 Q. Okay. Anything else discussed?

24 A. At that point I said let's go.

1 Q. And you left?

2 A. Yes.

3 Q. Okay. So, again, I got to say this then:  
4 Have you told me now, and if you have to add anything,  
5 now is the time to add it, have you told me now pretty  
6 much as you can remember it everything that was said  
7 during that half an hour to an hour meeting regarding  
8 the chain saw incident, the injuries, anything related  
9 to that incident?

10 A. Yeah. That was it.

11 Q. Okay. So you suggested, hey, Paul, let's go?

12 A. Yeah. I saw this was going nowhere.

13 Q. Okay. Was the whole trip -- What was the  
14 whole point of the trip up to Dave's house?

15 A. To get his homeowner's insurance policy  
16 number.

17 Q. Why couldn't you have called him?

18 A. We tried.

19 Q. Okay. I didn't know that. So Paul had  
20 tried?

21 A. Paul tried.

22 Q. Paul said I can't get ahold of him or I can't  
23 get the info so let's just drive up there?

24 A. He wouldn't give it to him so we just drove

1 up there.

2 Q. Got you. Did Dave ever describe -- Let me  
3 strike that.

4 That was your first meeting with Dave  
5 since Paul's accident, right?

6 A. Yes.

7 Q. Did Dave ever talk about how the incident  
8 occurred?

9 A. No.

10 Q. Okay. Have you been with Dave or overheard  
11 Dave in any way say anything else more about how the  
12 incident occurred or anything more about these -- the  
13 conversation we just heard from you?

14 A. No. No.

15 Q. Have you ever been around Dave since that  
16 first meeting?

17 A. I have seen him once since then.

18 Q. How long ago was that?

19 A. Probably six months after that last meeting  
20 there.

21 Q. And under what circumstances?

22 A. He stopped over at the house.

23 Q. At Paul's house?

24 A. Yes.

1 Q. Do you know why?

2 A. To visit I suppose.

3 Q. Okay. Was that -- and maybe you don't know  
4 this. Was that before this suit in this case was  
5 filed to your knowledge?

6 A. I have no idea.

7 Q. Okay. So it would approximately have been  
8 sometime at the end of 2011 or early 2012?

9 A. It was wintertime, so.

10 Q. So sometime in the winter of 2011, 2012?

11 A. Yes.

12 Q. Okay. And how long was Dave over?

13 A. 15 minutes.

14 Q. And, again, we are going to go through the  
15 same exercise. Can you tell me what was said during  
16 that conversation?

17 A. He came in and wanted to talk about him.

18 Q. What do you mean?

19 A. Just talk about what Dave is doing, you know.

20 Q. Oh, he wanted to tell you guys what he is  
21 doing?

22 A. Yeah. Nothing about this accident, no. It  
23 had nothing to do with the accident. As a matter of  
24 fact, Dave said he didn't want to hear anything about

1 it; and he said this is done with. You are fine, there  
2 is no big deal and that was it.

3 Q. Do you know what he meant by you are fine?

4 A. He said there is nothing wrong with you.

5 Q. I see. Okay. To Paul?

6 A. Yes.

7 Q. Okay. And obviously in your view and Paul's  
8 view that wasn't accurate?

9 A. I don't see how nothing is wrong with you  
10 when you get cut by a chain saw.

11 Q. All right. Now, you have been seeing Paul,  
12 what, every day since the accident pretty much?

13 A. Yeah. I live with him, so.

14 Q. Have you ever heard Paul say anything about  
15 trying to get rich from this claim?

16 A. No.

17 Q. Or that he may not have to work the rest of  
18 his life?

19 A. No.

20 Q. Did you ever hear Paul suggest that either  
21 Dave or somebody else needs to testify to help him win  
22 big in this claim?

23 A. No.

24 Q. Other than from Paul, have you heard anybody

1 else's version of how this incident occurred?

2 A. No. Besides what Carol told me about Dave  
3 cutting him with the chain saw on the phone, that was  
4 it.

5 Q. Very good. And you have only seen Dave twice  
6 since Paul's accident, right?

7 A. Yes.

8 MR. MAST: Okay. That's all I have.

9 MR. ACCARDO: I don't have anything.

10 EXAMINATION

11 BY MR. BARCH:

12 Q. So just to backtrack a little bit, my name is  
13 Ron Barch. I am here for Carol and Bill McGuire.  
14 With respect to the living arrangements over at 4606  
15 Hayden Court, you have been I guess a housemate with  
16 Barbara and Paul for six years?

17 A. Yes. Six or seven years, yes.

18 Q. And you have known them your whole life  
19 essentially?

20 A. Yes.

21 Q. Both of them?

22 A. Yes.

23 Q. And this is a sensitive question, please  
24 don't take offense, but are you and Paul, are you a

1 couple?

2 A. No.

3 Q. Okay. You are just friends?

4 A. Yes.

5 Q. And in terms of people that work in the  
6 house, Paul was not working when this accident  
7 happened, correct?

8 A. Well, he was doing part work -- consulting  
9 work for Intermatic.

10 Q. Okay.

11 A. And at Juskie's Printing he was doing some  
12 work.

13 Q. That was prior to the accident?

14 A. Yes.

15 Q. And since the accident has he ever had  
16 another job since?

17 A. No. Just partially working for Juskie's  
18 trying to see if he can do things and obviously he  
19 couldn't too well.

20 Q. And Barb, is she retired or does she work?

21 A. She is retired.

22 Q. She retired when Paul was injured?

23 A. No. She was retired.

24 Q. She was already retired?

1 A. Yes.

2 Q. And your last job was years before this  
3 happened?

4 A. Yes.

5 Q. And how does everybody coexist there with  
6 nobody working?

7 A. Well, Barb pays the bills.

8 Q. Barb does?

9 A. Yes.

10 Q. And when you say you were in printing, what  
11 does that mean? What were you doing?

12 A. T-shirt screening. Printing T-shirts.

13 Q. Okay. There is a lot of different printing.  
14 In fact Paul testified he did a different type of  
15 printing, correct?

16 A. Yes. He did paper printing.

17 Q. Okay. But you were actually --

18 A. I did like this stuff, printing on T-shirts.  
19 (Indicating.)

20 Q. Silk screening?

21 A. Silk screening, yes.

22 Q. Got you. And have you tried to go get  
23 another job for someone else?

24 A. Have I?

1 Q. We got to stop talking over each other. Let  
2 me get the whole question out.

3 A. Sorry.

4 Q. In the last five years, have you gone  
5 anywhere else that does silk screening or printing on  
6 shirts and things?

7 A. Yes, I have tried.

8 Q. Nothing locally?

9 A. No.

10 Q. You mentioned that there is a dog of some  
11 sort that stays at the house with you?

12 A. Yes.

13 Q. Do you still have the dog?

14 A. Yes.

15 Q. And it's a -- what's the dog's name?

16 A. Duke.

17 Q. Duke. And that's co-owned by you and Paul?

18 A. Well, it's his -- Technically it's in his  
19 mom's name.

20 Q. Is that a dog -- Is it a pure breed or  
21 something?

22 A. Yes.

23 Q. So there is some papers associated with the  
24 dog?

1 A. We don't have papers.

2 Q. But it's actually if there was -- somebody  
3 was to look up the ownership of this dog, there is  
4 some paper declaring her the owner?

5 A. Yes.

6 Q. But the three of you guys treat it as your  
7 own?

8 A. Yes.

9 Q. Is there anything else that you guys consider  
10 joint or is that pretty much it?

11 A. That's pretty much it.

12 Q. All right. Now the conversation -- Strike  
13 that.

14 Going back to your first notice that  
15 something had happened to Paul, that was the phone  
16 call from Carol McGuire, correct?

17 A. Yes.

18 Q. And what she described to you was that she  
19 was -- she wanted to call later and not speak to Barb?

20 A. Yes.

21 Q. Did she explain why she didn't want to speak  
22 to Barb?

23 A. She didn't want to get Barb all worried until  
24 she found out what was wrong with Paul.

1 Q. And at that point she was unclear as far as  
2 she told you as to what the situation was with Paul?

3 A. As far as to what the extent of the injury  
4 was?

5 Q. Yes.

6 A. Yes.

7 Q. The only thing that she was able to report to  
8 you is that he was still at the hospital?

9 A. Yes.

10 Q. And that he had an injury with the chain saw?

11 A. That Dave cut him with the chain saw.

12 Q. She reported to you that he was injured by a  
13 chain saw?

14 A. She reported that Dave cut Paul with a chain  
15 saw.

16 Q. So you knew that he was injured or believed  
17 based on that that he was injured by a chain saw?

18 A. Yes.

19 Q. All right. So now with respect to what she  
20 said about how, the only thing you can recall right  
21 now is that Dave cut Paul with a chain saw?

22 A. Yes.

23 Q. Any other detail at all that you can  
24 remember?

1 A. That's all that she said.

2 Q. There was no discussion as to what they were  
3 doing, how they were doing, anything like that?

4 A. No.

5 Q. And then when you did go back to get the dog,  
6 you said you walked over there and got the dog?

7 A. Yes.

8 Q. When you did meet up with Bill and Carolyn to  
9 retrieve the dog, did -- was there any additional  
10 description offered to you as to how Paul was injured?

11 A. No.

12 Q. That same comment roughly?

13 A. Yes. That -- She didn't even make the  
14 comment at that point. I came to pick up the dog and  
15 that was about it. I mean, they were inside when it  
16 happened is what they told me.

17 Q. There was no further discussion about how  
18 Paul got injured or what happened to him when you got  
19 the dog?

20 A. No.

21 Q. There was a comment, though, that neither one  
22 of them claimed to have been outside when it happened?

23 A. They were inside, yes.

24 Q. Did they talk about anything else that had

1 happened on the premises that day leading up to when  
2 Paul was hurt?

3 A. No.

4 Q. It was a pretty short conversation then?

5 A. Yes. I was there to get the dog and leave.

6 Q. All right. And Paul had not returned at that  
7 point yet, correct?

8 A. No.

9 Q. Did you at any time over the last several  
10 weeks talk to Paul about his deposition in this case?

11 A. No.

12 Q. No conversation at all?

13 A. None.

14 Q. Did you even know he gave a deposition?

15 A. I thought it was a few months ago.

16 Q. Okay. However long it has been --

17 A. We did not discuss any of it.

18 Q. And you see him every day and didn't talk  
19 about it?

20 A. Yes.

21 Q. And in terms of that description that Paul  
22 gave you the morning after, and I am paraphrasing what  
23 you said, but generally he was holding a branch and  
24 the next thing he knows is Dave came up with the saw

1 and cut him?

2 A. Yes.

3 Q. All right. Does that capture what you recall  
4 telling us a few minutes ago?

5 A. Yes.

6 Q. All right. Has Dave -- I'm sorry. Has Paul  
7 ever given you any more background on what they  
8 were -- the tasks they were doing and how long they  
9 had been, any detail around what happened?

10 A. They were just cutting a tree down.

11 Q. Okay. So as best you can recall in terms of  
12 the details of who was doing what, where they were  
13 positioned, how Paul was positioned when he was  
14 injured, no details on that from Paul?

15 A. No. All I know is he was holding a branch.

16 Q. Okay. Whether he was holding a branch with  
17 the stump on the ground, holding it straight up and  
18 down, whether he was holding the stump if the branch  
19 was horizontal to the ground, no discussion about  
20 that?

21 A. No.

22 Q. And specifically how many branches they may  
23 have cut or how or what technique they were using to  
24 cut those branches, no detail?

1           A.    Well, they were cutting for quite awhile.  
2    That's all I know.

3           Q.    So it had been going on for awhile?

4           A.    Yes.

5           Q.    Did Paul ever share with you that he was  
6    concerned about the approach that David Gagnon was  
7    using to cut the branches up?

8           A.    No.

9           Q.    Did he share with you any concerns he had  
10   right up until the very point where he was cut?

11          A.    No.

12          Q.    Nothing.  And when you -- And you and David  
13   have never talked about what happened?

14          A.    No.

15          Q.    You said prior to the injury Mr. Dulberg was  
16   an outdoors guy.  He would do gardening.  He would cut  
17   wood.  He would also go camping.

18          A.    Yeah.  Canoeing.  Pretty much any outdoor  
19   activity.

20          Q.    And since this accident June of 2011, has he  
21   gone out camping or canoeing?

22          A.    We have gone camping.

23          Q.    Okay.  And how is he different now when he is  
24   out camping versus what he was like before?

1           A.    He doesn't do anything.  He sits in his chair  
2 and that's about it.  He can't really go do anything.

3           Q.    So he still goes but his activities are more  
4 limited?

5           A.    Very.  He basically just sits in the chair.

6           Q.    Where do you guys typically camp?

7           A.    Up in Wisconsin.  Boulder Junction.

8           Q.    Now you said one of the things he used to do  
9 before this is cut wood.  What do you mean by that?

10          A.    We have a fireplace so we got to split wood.

11          Q.    And when you cut wood and split wood, do you  
12 use a chain saw?

13          A.    Log splitter.

14          Q.    A log splitter?

15          A.    Yes.

16          Q.    Have you ever used a chain saw?

17          A.    We use a log splitter.  Yes.  He has used  
18 chain saws.

19          Q.    Have you seen him use chain saws?

20          A.    I have seen him use a chain saw, yes.

21          Q.    And this was before he was ever injured?

22          A.    Yes.

23          Q.    Do either you or Paul or Barbara own a chain  
24 saw?

1 A. Paul does, yes.

2 Q. And did you ever observe Paul using a chain  
3 saw in a way where you were concerned about him  
4 possibly getting injured?

5 A. No.

6 Q. Had you ever helped Paul cut up the wood?

7 A. Yes.

8 Q. Did you ever hold any branches for him while  
9 he was cutting?

10 A. We never cut branches. We cut the big  
11 stumps. The main tree, the main trunk.

12 Q. Where -- How would you get to the point of  
13 having I guess a log to split?

14 A. How do we get it?

15 Q. How did you get to the log before it was a  
16 branch I guess?

17 A. Well, you cut the tree down and let it fall  
18 down.

19 Q. So you and Paul I guess you guys would cut  
20 down an entire tree?

21 A. Yes.

22 Q. And then you would trim off the branches off  
23 the logs?

24 A. He would.

1 Q. He would?

2 A. I wouldn't.

3 Q. All right. And then those -- the logs would  
4 get cut into small sections where they could then be  
5 split?

6 A. Well, like I said for the most part we only  
7 wanted the main branch.

8 Q. What happened with all the little branches,  
9 though, I guess?

10 A. They got left behind.

11 Q. You didn't even take them with you?

12 A. No. Too small to burn.

13 Q. Okay. Did you ever see Paul -- Well,  
14 sometimes the limbs can be big enough to burn as well.

15 A. Yes, but we were going -- we were going to  
16 like farm fields and taking -- we have a buddy that has  
17 farm fields and they remove trees so we go and take  
18 trees that they knock down or cut down.

19 Q. Did you ever see Paul removing branches off  
20 of a limb?

21 A. Yes.

22 Q. Okay. And then you would -- obviously you  
23 would see him. You seen it yourself where he cut up  
24 the trunk into logs where they could be split?

1 A. Yes.

2 Q. And some of the larger pieces of limbs those  
3 would be cut then and split as well?

4 A. Yes.

5 Q. And in a situation where there was a limb,  
6 sometimes the limbs don't have branches for quite a  
7 ways. Sometimes there is branches throughout the  
8 limb; would you agree?

9 A. Yes.

10 Q. As a general proposition?

11 A. Sure.

12 Q. Did you ever see him working on a limb that  
13 was sizable that could be a log where he was cutting  
14 branches off those, off the limbs?

15 A. Yeah.

16 Q. Did you ever help him do that?

17 A. No.

18 Q. How did he go about -- When you did see him  
19 doing it, how did he go about getting all those  
20 branches off the limbs before he was able to chop the  
21 limb into some series of --

22 A. The tree would be on the ground and he would  
23 walk up and just hack at it. Just cut them right off  
24 right where the stump is and the branch.

1 Q. So the times where you saw Paul doing it he  
2 would do it while the limb was on the ground?

3 A. Yes.

4 Q. Did you ever see anybody help him by standing  
5 the limb upright or holding the limb off the ground so  
6 he could get at those?

7 A. No. There is nobody there to help.

8 Q. You were just watching?

9 A. Yeah. I would move the logs once he cut  
10 them.

11 Q. All right. So when he did it --

12 A. I'd load them on the trailer.

13 Q. When you saw Paul doing this trimming  
14 branches off of a limb, he would do that solo?

15 A. Yes, because we were the only two there.

16 Q. So if I'm understanding your testimony, as  
17 you sit here today, there was never an occasion where  
18 you would hold the limb off the ground so that Paul  
19 could have an easier time cutting the branches off the  
20 limb?

21 A. I didn't, no.

22 Q. Okay. Did you ever see anybody else help him  
23 in that position?

24 A. No, because we were the only ones that went.

1 Q. Okay. Did you and Paul ever do anything with  
2 the cut wood other than use it yourself? For  
3 instance, did you ever sell it?

4 A. No. We burned it in our fireplace.

5 Q. Okay. And then the source of the wood would  
6 be a friend of yours that has a farm?

7 A. Or we'd find people who chopped a tree down  
8 and it's laying down in the yard and we'd go and pick  
9 up the pieces that they had cut already.

10 Q. Who is the fellow that you know that has the  
11 farm and might let you take some --

12 A. His name is Jason.

13 Q. Jason, last name?

14 A. Madeus.

15 Q. How do you spell that, sir?

16 A. M-A-D-E-U-S I think.

17 Q. And where does he reside?

18 A. Out by Woodstock. I don't know the little  
19 town name.

20 Q. Is he an acquaintance of yours?

21 A. He used to live across the street. We all  
22 lived in the same neighborhood.

23 Q. All right. Would he be somebody that you  
24 would have a cell phone number for him?

1           A.    I don't have the number.  He is not really my  
2 friend.  He was one of Paul's friends.

3           Q.    All right.  Just in followup to some  
4 questions that Mr. Mast had, you never -- you did not  
5 go to the hospital with David and Paul, correct?

6           A.    Correct.

7           Q.    You didn't go up there anytime?

8           A.    No.

9           Q.    So the conversation -- You would not have  
10 direct personal knowledge of any conversations that  
11 occurred between Mr. Gagnon and Mr. Dulberg at the  
12 hospital or in the parking lot of the hospital?

13          A.    No.

14          Q.    And with respect to -- Strike that.

15                    If someone was to claim that you were  
16 present for a conversation during which Mr. Dulberg  
17 said this could be the best thing that ever happened  
18 to me, I might not have to work again, you would deny  
19 hearing a comment like that?

20          A.    Yes.  That never happened.

21          Q.    And there was a conversation when you went to  
22 get the insurance information from Mr. Gagnon and if I  
23 heard your testimony correctly, Dave had asked what  
24 would be in it for him if he gave the insurance

1 information; is that how you recall it?

2 A. Yes. Yes.

3 Q. So if Mr. Gagnon was claiming actually the  
4 reverse was the situation, that Mr. Dulberg posited to  
5 him that it could be to his advantage that if he  
6 helped him, that's not your recall as to that  
7 conversation?

8 A. No. What I recall is Dave saying what am I  
9 going to get out of this? I can go the easy way or the  
10 hard way.

11 Q. So to answer the question then, your recall  
12 of that conversation you didn't take away from it that  
13 Mr. Dulberg was implying that he would -- that  
14 Mr. Gagnon could get money out of this, too?

15 A. No.

16 Q. Do you know anything about the training that  
17 Mr. Dulberg may have received as to how to use a chain  
18 saw?

19 A. I have no idea.

20 Q. Had you ever seen David Gagnon using a chain  
21 saw at any time prior to this?

22 A. Have I? No.

23 MR. BARCH: I think that's all I have.

24 MR. MAST: I don't have anything.

1 MR. ACCARDO: I don't have anything else.

2 MR. MAST: As a witness, you have a right to  
3 review the transcript if it's transcribed of this and  
4 review it and sign off on it or you can waive that  
5 right and just rely on the accuracy of the court  
6 reporter taking this down.

7 Most people just waive it and rely on  
8 the court reporter but you do have a right to see it  
9 if you want to see it.

10 THE WITNESS: She seems like a good typer.

11 MR. MAST: So you are going to waive?

12 THE WITNESS: I am good.

13 MR. MAST: Very good. You are done.

14 (FURTHER DEPONENT SAITH NOT.)

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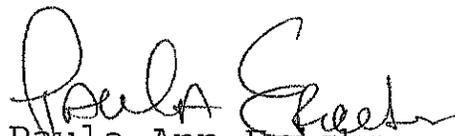
I, Paula Ann Erickson, Certified Shorthand Reporter, Registered Professional Reporter and Notary Public, do hereby certify:

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.

1 I further certify that I am neither counsel for  
2 nor related to or employed by any of the parties to  
3 this action and that I am not a relative or employee  
4 of any counsel employed by the parties hereto or  
5 financially interested in the action.  
6

7  
8   
9 Paula Ann Erickson

10 Certified Shorthand Reporter  
11 Registered Professional Reporter  
12 License No. 084-003899  
13 Notary Public  
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STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

PAUL DULBERG, )  
 Plaintiff, ) No. 12 LA 178  
 vs. ) DISCOVERY  
 DAVID GAGNON, Individually, ) DEPOSITION OF  
 and as Agent of CAROLINE ) PAUL R. DULBERG  
 McGUIRE and BILL McGUIRE, ) 1-24-13  
 and CAROLINE McGUIRE and )  
 BILL McGUIRE, Individually, )  
 Defendants. )

COPY

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.

1       **APPEARANCES:**    **ATTORNEY THERESA M. FREEMAN**  
2                            **Law Offices of Thomas J. Popovich**  
3                            **3416 West Elm Street**  
                              **McHenry, Illinois**  
                              **Appeared on behalf of the plaintiff.**

4                            **ATTORNEY RONALD A. BARCH**  
5                            **Cicero, France, Barch & Alexander**  
6                            **6323 East Riverside Boulevard**  
                              **Rockford, Illinois**  
                              **Appeared on behalf of the**  
                              **defendants, Caroline McGuire and**  
7                            **Bill McGuire.**

8                            **ATTORNEY PERRY A. ACCARDO**  
9                            **Law Office of M. Gerard Gregoire**  
10                           **200 North LaSalle Street**  
                              **Chicago, Illinois**  
                              **Appeared on behalf of the defendant,**  
11                            **David Gagnon.**

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EXHIBITS

EXHIBIT

MARKED

Exhibit No. 1....	(previously marked)....	
Exhibit No. 2....	(previously marked)....	
Exhibit No. 3.....		160
Certificate of Shorthand Reporter.....		176

4

1 PAUL R. DULBERG,  
 2 being first duly sworn, was examined and testified as  
 3 follows:  
 4 EXAMINATION BY MR. ACCARDO:  
 5 Q. Sir, would you please state and spell your name  
 6 for the record?  
 7 A. Paul Dulberg, D-u-l-b-e-r-g.  
 8 MR. ACCARDO: Let the record reflect  
 9 this is the discovery deposition of Paul  
 10 Dulberg taken pursuant to notice and continued  
 11 from time to time, taken in accordance with  
 12 the Rules of Civil Procedure of McHenry  
 13 County and the Rules of the Supreme Court  
 14 of the State of Illinois and any other  
 15 applicable local court rules.  
 16 Good afternoon, Mr. Dulberg. My name  
 17 is Perry Accardo. I'm going to be asking  
 18 you some questions today.  
 19 MR. BARCH: Is this your notice?  
 20 MR. ACCARDO: Did you issue the notice?  
 21 I thought I did. If you want to do it,  
 22 that's fine.  
 23 MR. BARCH: Well, I mean, if you issued  
 24 one --

5

1 MR. ACCARDO: (Interrupting) I'm not  
 2 sure whose notice it is.  
 3 MR. BARCH: I thought it was mine.  
 4 MR. ACCARDO: I'm sorry, I assumed it  
 5 was mine, but if you want to do it.  
 6 MR. BARCH: I mean, sooner or later we  
 7 both need to ask the questions.  
 8 MR. ACCARDO: If you want to do it,  
 9 that's fine.  
 10 MR. BARCH: Let's go forward.  
 11 MR. ACCARDO: All right.  
 12 MR. BARCH: We'll pick up where  
 13 Mr. Accardo left off. We're taking this  
 14 deposition pursuant to an agreement of the  
 15 parties, a notice and in accordance with  
 16 the Illinois Code of Civil Procedure.  
 17 We're going to do what is a called  
 18 discovery deposition. I'm sure your attorney  
 19 talked to you about it. It's a fancy word  
 20 for a question-and-answer session. Hopefully  
 21 we will ask questions that you hear and  
 22 understand. And then if you do hear and  
 23 understand the question, it's our expectation  
 24 you answer truthfully. All right?

6

1 THE WITNESS: Yes.  
 2 MR. BARCH: Couple of things to keep  
 3 in mind as we go along. There is a lady over  
 4 there to your left taking everything down  
 5 that we're saying, so it will be important  
 6 when we do have a conversation that we use  
 7 words. Here in Midwest we use a lot of  
 8 uh-huhs, uh-uhs and shoulder shrugs. During  
 9 conversation it's easier to interpret face  
 10 to face, but it doesn't translate well to a  
 11 record. Okay?  
 12 THE WITNESS: (Indicates affirmatively.)  
 13 MR. BARCH: So if you happen to do that,  
 14 one of us in the room may ask you to clarify  
 15 what you mean. All right?  
 16 THE WITNESS: Okay.  
 17 MR. BARCH: And the other thing to do  
 18 is some of the questions that come out may  
 19 be easy to interpret or anticipate, and  
 20 witnesses, for whatever reason, have a  
 21 tendency to want to get the answers out and  
 22 may start talking over the question. You may  
 23 not do that, but if you happen to start  
 24 talking or giving an answer before the whole

7

1 question is out, I may ask you to stop, okay,  
 2 so I can get the whole question out and then  
 3 we'll give you a chance to get your whole  
 4 answer out. All right?  
 5 THE WITNESS: (Indicates affirmatively.)  
 6 MR. BARCH: The same is true of me. If  
 7 I start a question before you finish your  
 8 answer, please tell me. I want to give you  
 9 a chance to get your whole answer out. Fair  
 10 enough?  
 11 THE WITNESS: Yes.  
 12 MR. BARCH: You might hear the word  
 13 objection at some point. That would come  
 14 from one of the attorneys not asking you  
 15 questions. If you hear the word objection,  
 16 you should stop your answer or don't even  
 17 begin one and then look to your attorney for  
 18 direction as to how to proceed. Okay?  
 19 THE WITNESS: Yes.  
 20 MR. BARCH: This is not an endurance  
 21 test. If you need to use the restroom, get  
 22 a drink of coffee, whatever you need to do,  
 23 just let us know. Okay?  
 24 THE WITNESS: Yes.

8	<p>1 EXAMINATION BY MR. BARCH:</p> <p>2 Q. Could you please state your full name for the</p> <p>3 record?</p> <p>4 A. Paul Dulberg.</p> <p>5 Q. Middle name?</p> <p>6 A. Raymond.</p> <p>7 Q. Where do you reside?</p> <p>8 A. 4606 Hayden Court.</p> <p>9 Q. Did you say Hayden?</p> <p>10 A. Hayden.</p> <p>11 Q. How do you spell it?</p> <p>12 A. H-a-y-d-e-n.</p> <p>13 Q. And that's in McHenry?</p> <p>14 A. Yes.</p> <p>15 Q. The incident we're here to talk about did not</p> <p>16 take place on your property; is that true?</p> <p>17 A. True.</p> <p>18 Q. Where is 4606 Hayden Court in relation to</p> <p>19 1016 West Elder?</p> <p>20 A. They are in the same neighborhood.</p> <p>21 Q. Are they adjacent properties?</p> <p>22 A. No.</p> <p>23 Q. Are we talking like houses away? Blocks away?</p> <p>24 Miles?</p>	10
9	<p>1 A. Less than a minute and a half by car.</p> <p>2 Q. Can you see the 1016 West Elder property from</p> <p>3 your property?</p> <p>4 A. No.</p> <p>5 Q. Okay. And what is your date of birth?</p> <p>6 A. 3-19-70.</p> <p>7 Q. And the incident that we're here to talk about,</p> <p>8 do you recall it happening on June 28, 2011?</p> <p>9 A. I believe that's the date.</p> <p>10 Q. How old were you then?</p> <p>11 A. 41.</p> <p>12 Q. Are you married, sir?</p> <p>13 A. No.</p> <p>14 Q. Have you ever been married?</p> <p>15 A. No.</p> <p>16 Q. Back in June of 2011 did anybody reside with you</p> <p>17 at the Hayden Court property?</p> <p>18 A. Yes.</p> <p>19 Q. Who?</p> <p>20 A. My mother and a friend, Mike McArtor.</p> <p>21 Q. Mom's name?</p> <p>22 A. Barbara Dulberg.</p> <p>23 Q. And the friend that was living there?</p> <p>24 A. Mike McArtor.</p>	11
	<p>1 Q. How do you spell McArtor?</p> <p>2 A. M-c-A-r-t-o-r.</p> <p>3 Q. Does Mike still reside with you and your mom?</p> <p>4 A. Yes.</p> <p>5 Q. Tell me a little bit about your educational</p> <p>6 background. Did you finish high school?</p> <p>7 A. Yes.</p> <p>8 Q. Where?</p> <p>9 A. Johnsburg.</p> <p>10 Q. When did you finish?</p> <p>11 A. 1988.</p> <p>12 Q. Did you move on to college?</p> <p>13 A. Some college.</p> <p>14 Q. Tell me a little bit about that.</p> <p>15 A. I took a few years. I never finished.</p> <p>16 Q. Where did you enroll?</p> <p>17 A. MacMurray College.</p> <p>18 Q. Was that a community college or a four-year?</p> <p>19 A. Private college down in Springfield, Illinois.</p> <p>20 Q. You say you took a few years. Could you be more</p> <p>21 specific if you can? One? Two? Three?</p> <p>22 A. Two.</p> <p>23 Q. Did you acquire an associate's degree?</p> <p>24 A. No.</p>	

12	<p>1 <b>A. Before.</b></p> <p>2 <b>Q.</b> Since leaving MacMurray have you taken any 3 additional college level course work?</p> <p>4 <b>A. No.</b></p> <p>5 <b>Q.</b> Have you had any vocational training of any kind?</p> <p>6 <b>A. Yes.</b></p> <p>7 <b>Q.</b> What is the nature of that?</p> <p>8 <b>A. Heidelberg Academy.</b></p> <p>9 <b>Q.</b> What is that Heidelberg Academy?</p> <p>10 <b>A. It's to learn how to run printing presses.</b></p> <p>11 <b>Q.</b> Where is Heidelberg Academy located?</p> <p>12 <b>A. When I took it, it was in -- I don't know. It 13 was down in the city, a suburb.</b></p> <p>14 <b>Q.</b> Suburbs of Chicago?</p> <p>15 <b>A. Yes.</b></p> <p>16 <b>Q.</b> Tell me about that course. Is that just -- is 17 that pretty short? Long? Is it intensive? What 18 is it?</p> <p>19 <b>A. It's intensive, but it's short.</b></p> <p>20 <b>Q.</b> When you say short, is it a day? A month? A 21 year?</p> <p>22 <b>A. However long you want to pay to go until you're 23 comfortable running.</b></p> <p>24 <b>Q.</b> How long did you go?</p>	14
13	<p>1 <b>A. Two weeks. It was more of a certificate for me.</b></p> <p>2 <b>Q.</b> Did you take the vocational training in operating 3 printing presses for a particular employer?</p> <p>4 <b>A. Yes.</b></p> <p>5 <b>Q.</b> Who was that?</p> <p>6 <b>A. Intermatic, Incorporated.</b></p> <p>7 <b>Q.</b> Okay. And did you say you received a certificate 8 of some sort?</p> <p>9 <b>A. Yes.</b></p> <p>10 <b>Q.</b> How would you describe the certificate that you 11 received?</p> <p>12 <b>A. I'm trying to picture it in my head. It's a form 13 that says that I completed the work. I haven't 14 looked at it in years.</b></p> <p>15 <b>Q.</b> The training for a particular printing press?</p> <p>16 <b>A. Yes.</b></p> <p>17 <b>Q.</b> And what was the name of the printing press?</p> <p>18 <b>A. It was an SM 74.</b></p> <p>19 <b>Q.</b> All right. Besides the training certificate for 20 the SM 74 have you had any additional vocational 21 training of any sort?</p> <p>22 <b>A. Yes.</b></p> <p>23 <b>Q.</b> And why don't you tell me about that.</p> <p>24 <b>A. I had several courses in graphic design.</b></p>	15
	<p>1 <b>Q.</b> Rocket design?</p> <p>2 <b>A. Graphic design.</b></p> <p>3 <b>Q.</b> Okay. Where did you take those?</p> <p>4 <b>A. Various locations throughout the suburbs.</b></p> <p>5 <b>Q.</b> Are we talking like one-week seminar-type 6 programs, or is this a --</p> <p>7 <b>A. (Interrupting) Some were seminars. Some were 8 personal where a company hired a teacher to come 9 in and teach us the new aspects of the program.</b></p> <p>10 <b>Q.</b> If I'm hearing what you're saying, you were 11 trained on how to operate graphic design 12 software?</p> <p>13 <b>A. Yes.</b></p> <p>14 <b>Q.</b> Was that for a specific employer of any kind?</p> <p>15 <b>A. Intermatic, Incorporated.</b></p> <p>16 <b>Q.</b> So the graphic design software training and also 17 the printing program. What else? Anything else 18 that brings to mind?</p> <p>19 <b>A. That's it.</b></p> <p>20 <b>Q.</b> When did you have the -- I guess strike that 21 question. When were you employed at Intermatic?</p> <p>22 <b>A. I believe it was 1998 through 2008, 2009, 23 somewhere in there. I don't remember the exact</b></p> <p>24 <b>Q.</b> Are you employed today?</p>	

16	18
<p>1 <b>A. Yes.</b></p> <p>2 <b>Q. Was there any other employer in between those two</b></p> <p>3 <b>companies?</b></p> <p>4 <b>A. I had my -- I did a side business.</b></p> <p>5 <b>Q. Tell me about the side business.</b></p> <p>6 <b>A. Its name was Sharp Printing, Incorporated.</b></p> <p>7 <b>Q. Sharp?</b></p> <p>8 <b>A. Printing, Incorporated, or Inc.</b></p> <p>9 <b>Q. Okay. When were you running Sharp Printing?</b></p> <p>10 <b>A. Yes. I started that in 1999, and I ended it the</b></p> <p>11 <b>year this happened.</b></p> <p>12 <b>Q. So you ended it in 2011?</b></p> <p>13 <b>A. Yes.</b></p> <p>14 <b>Q. Did you end it before or after the incident on</b></p> <p>15 <b>June 28, 2011?</b></p> <p>16 <b>A. I ended it just before.</b></p> <p>17 <b>Q. So I take it then you're not blaming the demise</b></p> <p>18 <b>or the dissolution of the Sharp Printing, Inc.</b></p> <p>19 <b>company on this occurrence?</b></p> <p>20 <b>A. Correct.</b></p> <p>21 <b>Q. Okay. And then was there a period of time where</b></p> <p>22 <b>the Sharp Printing, Inc. business overlapped with</b></p> <p>23 <b>your work at Juskie Printing?</b></p> <p>24 <b>A. Yes.</b></p>	<p>1 <b>Q. So prior to 1998 to 2008/2009, whenever you</b></p> <p>2 <b>actually left, you were an employee?</b></p> <p>3 <b>A. Yes.</b></p> <p>4 <b>Q. And after that you still did work for them on an</b></p> <p>5 <b>independent contract basis?</b></p> <p>6 <b>A. Yes.</b></p> <p>7 <b>Q. Okay. Now, the work that you did at Intermatic,</b></p> <p>8 <b>what was the nature of your business, your work?</b></p> <p>9 <b>A. When I was running the printing presses or when</b></p> <p>10 <b>I was doing the graphic design?</b></p> <p>11 <b>Q. Whatever you want to tell me about first.</b></p> <p>12 <b>A. When I was running the printing presses, it's</b></p> <p>13 <b>exactly what it is. I ran a printing press.</b></p> <p>14 <b>Q. How long over that period of 1998 to roughly</b></p> <p>15 <b>2008/2009 were you running the printing press?</b></p> <p>16 <b>A. Until I think it was 2003 or 2004.</b></p> <p>17 <b>Q. And did you stop working the printing press</b></p> <p>18 <b>position to take on some other role?</b></p> <p>19 <b>A. I was a -- yes, in the office.</b></p> <p>20 <b>Q. And what was that role you took on?</b></p> <p>21 <b>A. Graphic designer.</b></p> <p>22 <b>Q. And that could encompass a lot of things for a</b></p> <p>23 <b>layperson. When you say you were a graphics</b></p> <p>24 <b>designer for Intermatic, what kind of work were</b></p>
<p>1 <b>Q. And as you sit here today can you get any closer</b></p> <p>2 <b>in terms of your period of employment at Juskie</b></p> <p>3 <b>other than sometime after 2008 or '9 and then May</b></p> <p>4 <b>of 2011?</b></p> <p>5 <b>A. I had -- it was a 1099, and I had done work for</b></p> <p>6 <b>Mark prior to me leaving Intermatic and after.</b></p> <p>7 <b>It was an ongoing-type thing.</b></p> <p>8 <b>Q. Okay. So you weren't actually employed then by</b></p> <p>9 <b>Juskie? You're not on their payroll, I take it?</b></p> <p>10 <b>A. I was 1099. So, no, I guess not.</b></p> <p>11 <b>Q. When you say 1099, are you saying that you were</b></p> <p>12 <b>an independent contractor?</b></p> <p>13 <b>A. Yes.</b></p> <p>14 <b>Q. So you would do work for them, and they would pay</b></p> <p>15 <b>you, and you would report the income based upon</b></p> <p>16 <b>the gross payment?</b></p> <p>17 <b>A. Correct.</b></p> <p>18 <b>Q. And did you record that income then and report it</b></p> <p>19 <b>through Sharp Printing?</b></p> <p>20 <b>A. No. That was a self-employment.</b></p> <p>21 <b>Q. Okay. The position you had at Intermatic, was</b></p> <p>22 <b>that the 1099 position, or were you actually</b></p> <p>23 <b>employed?</b></p> <p>24 <b>A. It was 1099. After I left Intermatic.</b></p>	<p>1 <b>you doing for them?</b></p> <p>2 <b>A. I did catalog design, package design, collateral,</b></p> <p>3 <b>signage, brochures. Everything from business --</b></p> <p>4 <b>everything their company needed.</b></p> <p>5 <b>Q. For Intermatic?</b></p> <p>6 <b>A. Yes.</b></p> <p>7 <b>Q. So you were in-house -- you were doing in-house</b></p> <p>8 <b>graphics design work for Intermatic?</b></p> <p>9 <b>A. Correct.</b></p> <p>10 <b>Q. You weren't in commercial graphic design or</b></p> <p>11 <b>anything where your sole business was to do that</b></p> <p>12 <b>for other companies?</b></p> <p>13 <b>A. No.</b></p> <p>14 <b>Q. And did you take -- did you hold -- did you have</b></p> <p>15 <b>a name for that position?</b></p> <p>16 <b>A. Graphic designer.</b></p> <p>17 <b>Q. Did you hold that position then with Intermatic</b></p> <p>18 <b>until you left?</b></p> <p>19 <b>A. Yes.</b></p> <p>20 <b>Q. And the graphic design work that you did, was it</b></p> <p>21 <b>all computer-assisted?</b></p> <p>22 <b>A. It was all computer graphics.</b></p> <p>23 <b>Q. Is it all mouse entry, or is it keyboard entry --</b></p> <p>24 <b>A. (Interrupting) Mouse and keyboard, yes.</b></p>

20	<p>1 Q. -- or a combination? And is that the software 2 training that you would get from time to time -- 3 <b>A. (Interrupting) Yes.</b> 4 Q. -- that you mentioned earlier? 5 <b>A. Yes.</b> 6 Q. If there was a new program that came on or new 7 version of the program, you would go get trained 8 on it? 9 <b>A. Yes.</b> 10 Q. I don't want to oversimplify this, but is that 11 what you're talking about? 12 <b>A. Yes.</b> 13 Q. And then there was a period of time where you 14 were doing 1099 work for Intermatic and also for 15 Juskie Printing? 16 <b>A. Yes.</b> 17 Q. Doing the same type of stuff? 18 <b>A. Yes.</b> 19 Q. When you worked at Juskie, was that also work for 20 Juskie itself, or was it for customers of Juskie? 21 <b>A. Juskie is a print broker, so it was for its 22 customers. I worked for him, but . . .</b> 23 Q. All right. And since June 28 of 2011 I take it 24 you have not done any graphic design work</p>	22	<p>1 Thomas, what did you attempt to do? 2 <b>A. I tried to do the graphic design for the scratch 3 cards.</b> 4 Q. Okay. And if you could elaborate on that more, 5 are you actually coming up with a concept or a 6 picture that is going to be printed on the card? 7 <b>A. Yes.</b> 8 Q. And were you given parameters as to what they 9 wanted it to look like, and you were trying to 10 draw it, replicate it? 11 <b>A. I would get the parameters, what size they wanted 12 me to do it, and it was my job to come up with 13 the concept and the design. They had input on 14 what they thought they wanted it to be.</b> 15 Q. And, again, I'm not trying to oversimplify what 16 you were doing, but I get the impression as a 17 layperson you're trying to come up with a picture 18 that would be on the computer screen that would 19 then be a concept you could flow past the 20 customer to see if it would work for the scratch 21 game? 22 <b>A. Correct.</b> 23 Q. And that's the program you used to do that which 24 requires a series of key entries and mouse</p>
21	<p>1 whatsoever? 2 <b>A. I have tried.</b> 3 Q. When you say you have tried, what did you try? 4 <b>A. I tried using a keyboard and a mouse.</b> 5 Q. And when in relation to June 28, 2011 did you 6 attempt to use a keyboard or mouse to do graphics 7 design work? 8 <b>A. I would say probably two or three months after 9 that incident.</b> 10 Q. Was that for Juskie? 11 <b>A. No.</b> 12 Q. Who did you try and do work for? 13 <b>A. I'm trying to remember his name. New person. 14 Mike Thomas.</b> 15 Q. What kind of business does Mike Thomas have? 16 <b>A. I can't recall the name of the business right now 17 but I can tell you the type of business. He did 18 scratch-off game pieces.</b> 19 Q. For like a lottery company or something? 20 <b>A. Yes. But it wasn't lottery. It was where 21 companies wanted to give away a TV to their 22 employees, and they'd give them all scratch cards 23 and see who won, stuff like that. Promotions.</b> 24 Q. When you say you tried to do some work for Mike</p>	23	<p>1 clicks? 2 <b>A. Key entry and mouse, yes.</b> 3 Q. What was it about -- two or three months after 4 this incident what was it that you were unable to 5 do? 6 <b>A. Type. I could finger peck. I couldn't type 7 anymore. Grabbing a mouse isn't exactly working 8 either.</b> 9 Q. Okay. And so you were only able to finger peck 10 after this? That was one impairment or 11 impediment to the job, correct? 12 <b>A. Yes.</b> 13 Q. And then you said something about the mouse. 14 What is it about the mouse that is the problem? 15 <b>A. Grabbing it.</b> 16 Q. All right. So you tried that two to three months 17 after the incident, correct? 18 <b>A. (Indicates affirmatively.)</b> 19 Q. What is it exactly -- which hand are you 20 complaining about, by the way? 21 <b>A. My right hand.</b> 22 Q. Right hand. And what is it about the right hand 23 that impedes your ability to type with it? 24 <b>A. It doesn't work right. It hurts.</b></p>

24	<p>1 Q. And you're saying it doesn't work right and it</p> <p>2 hurts. Is that the same problem that affects</p> <p>3 your ability to use a mouse?</p> <p>4 A. Yes.</p> <p>5 Q. Is your left hand problematic in any way?</p> <p>6 A. It is, yes.</p> <p>7 Q. What is wrong with your left hand?</p> <p>8 A. They call it tennis elbow or something.</p> <p>9 Q. Okay. What have you been told this tennis elbow</p> <p>10 is?</p> <p>11 A. He said it's something about a tear in the muscle</p> <p>12 or ligament or something.</p> <p>13 Q. And which part of your arm?</p> <p>14 A. Elbow.</p> <p>15 Q. And are you connecting that to the events of</p> <p>16 June 28, 2011?</p> <p>17 A. They said that it is the natural -- what is the</p> <p>18 word he used -- the doctor used? He said it's</p> <p>19 perfectly natural that because of having to use</p> <p>20 my left arm for everything, that it's overused.</p> <p>21 Q. When did you begin having problems with your left</p> <p>22 arm?</p> <p>23 A. About two months ago. It got real acute about</p> <p>24 two months ago. I was having little issues</p>	26	<p>1 Q. When you try to extend your arm straight out, it</p> <p>2 hurts?</p> <p>3 A. Yes.</p> <p>4 Q. And when you try and pull it in as far as it will</p> <p>5 go, it hurts?</p> <p>6 A. Yes. In between it's pretty good.</p> <p>7 Q. You have seen some doctors concerning your left</p> <p>8 elbow?</p> <p>9 A. Yes.</p> <p>10 Q. Who have you seen on the left elbow?</p> <p>11 A. Dr. Sagerman.</p> <p>12 Q. Where is Dr. Sagerman located?</p> <p>13 A. He has two offices; one in Vernon Hills and the</p> <p>14 other in -- it's down near Northwest Community.</p> <p>15 I don't know the name of the town.</p> <p>16 Q. What is Dr. Sagerman's first name?</p> <p>17 A. Scott.</p> <p>18 Q. And have you seen anybody else for the left elbow</p> <p>19 tennis elbow problem you have just explained to</p> <p>20 us?</p> <p>21 A. No.</p> <p>22 Q. What kind of treatment have you had on the left</p> <p>23 elbow?</p> <p>24 A. I just started physical therapy.</p>
25	<p>1 building up to it, but then it got real acute.</p> <p>2 Q. When you say "acute," it became real problematic?</p> <p>3 A. Strong, yes.</p> <p>4 Q. What kind of symptoms did you get with the left</p> <p>5 hand two months ago? What flared up exactly?</p> <p>6 A. That side of my elbow (indicating), the outside</p> <p>7 (indicating).</p> <p>8 Q. Just for the record, you held your left arm</p> <p>9 across your body and pointed to the outside part</p> <p>10 of your elbow?</p> <p>11 A. Yes.</p> <p>12 Q. Is that a fair description?</p> <p>13 A. Yes.</p> <p>14 Q. And was it painful?</p> <p>15 A. Yes.</p> <p>16 Q. Do you still have the range of motion? It's just</p> <p>17 painful?</p> <p>18 A. It's the range of motion that hurts when you</p> <p>19 extend it out or pull it all the way in like</p> <p>20 you're going to eat.</p> <p>21 Q. So it's painful as you're going through range of</p> <p>22 motion?</p> <p>23 A. The center range is fine. It's the extensor all</p> <p>24 the way out and all the way in.</p>	27	<p>1 Q. All right. You have seen a doctor concerning the</p> <p>2 left elbow then. Have you ever heard the doctor</p> <p>3 use the word extension?</p> <p>4 A. He uses words I don't understand all the time.</p> <p>5 Q. Flexion? Have you ever heard the word flexion?</p> <p>6 A. He may have.</p> <p>7 Q. But that doesn't register for you, though, what</p> <p>8 those mean?</p> <p>9 A. No. I showed him where it was. He knew right</p> <p>10 away. He just -- that's . . .</p> <p>11 Q. So far you have talked about --</p> <p>12 A. (Interrupting) He ran a couple of tests. He</p> <p>13 said, "This is what you have."</p> <p>14 MS. FREEMAN: Wait for the question.</p> <p>15 Q. You talked about you extending your arm and</p> <p>16 pulling it back toward you. That hurts at the</p> <p>17 extreme ends, correct?</p> <p>18 A. Yes.</p> <p>19 Q. What about turning the wrist palm up and palm</p> <p>20 down? Does that hurt in the elbow area?</p> <p>21 A. In the extended, yes.</p> <p>22 Q. And which position makes the elbow hurt? Is it</p> <p>23 palm up or palm down or both?</p> <p>24 A. Palm down, fingers up.</p>

28	30
1 Q. Have you heard the phrase supination, pronation?	1 until -- I mean, it bothered me, but I said
2 A. Those words I don't know.	2 something to Dr. Sagerman two visits ago and/or
3 Q. Okay. So other than with your arm straight out	3 -- sorry -- yes, I think it was two visits ago,
4 at full extension and palm down, that is when you	4 and he ran me through range of motion tests and
5 describe it hurts, correct?	5 did some stuff, and he said this is perfectly
6 A. Fingers up (indicating).	6 natural. It can be treated. This is what, you
7 Q. So you have to -- you're closing your hand?	7 know, it is.
8 A. Fingers up (indicating).	8 Q. When you say last fall, we're talking about the
9 Q. So the wrist is pointed up as well?	9 fall of 2012?
10 A. Yes.	10 A. Yes.
11 Q. All right. So you have got your arm out at full	11 Q. Other than the physical therapy, have you had any
12 extension and your wrist tilted with your fingers	12 injections in the elbow?
13 reaching upward?	13 A. No.
14 A. That hurts.	14 Q. On the right arm you went and had an EMG study
15 Q. That hurts?	15 where they check the nerves that go through your
16 A. Yes.	16 arm?
17 Q. And can you think of any other part of the range	17 A. Yes, they did some tests.
18 of motion of the elbow or I guess in combination	18 Q. Did they do the EMG test on the left arm as well?
19 with the hand that causes pain?	19 A. No.
20 A. There are so many things that happen that I do	20 Q. What test do you recall them doing on the left
21 that sets it off. Just from putting on your	21 arm other than just taking it through range of
22 jacket to all sorts of -- I mean, grab a coffee	22 motion and touching it and doing things of that
23 cup and bend the wrist the wrong way when you	23 nature?
24 turn it. I can't explain.	24 A. That was it. It's new, so we're going to hope
29	31
1 Q. Okay. What are you wearing on your left wrist	1 physical therapy does it, you know.
2 today?	2 Q. And so based upon what he saw, this Dr. Sagerman
3 A. They gave me a splint to wear.	3 then, so far he's put you on physical therapy?
4 Q. And is it something that it's hard plastic where	4 A. Yes.
5 you can't move your wrist, or is it a band of	5 Q. Are you on any medications for the left elbow --
6 some sort?	6 A. (Interrupting) No.
7 A. It's got a metal plate in here. I think it's	7 MS. FREEMAN: Paul, I just want to
8 metal -- metal, plastic.	8 remind you to wait until he gets his question
9 Q. The metal or plastic plate goes from the palm to	9 out, okay, and then just listen to the
10 the wrist?	10 question. Okay?
11 A. Yes. It holds the wrist up at an angle.	11 Q. So that is where we're at now with respect to the
12 Q. Does it prevent you from putting your wrist down?	12 left elbow? It's been diagnosed as tennis elbow,
13 A. Down or up.	13 as far as you recall, and is being treated with
14 Q. Or up. Has anybody talked to you about carpal	14 physical therapy?
15 tunnel syndrome?	15 A. Yes.
16 A. They said that it's -- that this is like that.	16 Q. And has the doctor given you a prognosis in terms
17 The tendons are torn or something. I don't know.	17 of when that may go away, if at all?
18 Q. Okay. And how soon after June 28, 2011 was it	18 A. He said it takes time.
19 before you started noticing symptoms with your	19 Q. That is all you can tell me right now is it takes
20 left arm? Because this is the first notice -- I	20 time?
21 haven't seen it in any of the records I have	21 A. I think he is hoping to see the -- I can't say
22 received.	22 what he's hoping to see. I don't know.
23 A. It started bothering me this past fall, and I	23 Q. Okay. I want to go back to the attempts two to
24 didn't really -- I didn't even think about it	24 three months after the event when you tried to do

<p style="text-align: center;"><b>32</b></p> <p>1 some graphics design work. The left elbow wasn't 2 a problem at that time -- 3 <b>A. (Interrupting) No.</b> 4 Q. -- correct? So it was the right arm that would 5 have been a problem? 6 <b>A. Yes.</b> 7 Q. And what was it about the right arm that you were 8 unable to do the graphics design work? 9 <b>A. What was it?</b> 10 Q. Yes. 11 <b>A. I think it was the fact that a chain saw went</b> 12 <b>through the muscle group.</b> 13 Q. Well, I'm not trying to be a smart aleck. I'm 14 asking symptomwise what was it about your right 15 arm that prevented you from doing graphics design 16 work two to three months after the event? 17 <b>A. It hurt.</b> 18 Q. What part of your arm hurt, starting with your 19 fingertip up to your shoulder? 20 <b>A. These two fingers (indicating) through to the</b> 21 <b>elbow.</b> 22 Q. All right. For the record, you have pointed to 23 -- we call it the pinky finger? 24 <b>A. Yes.</b></p>	<p style="text-align: center;"><b>34</b></p> <p>1 <b>A. Yes.</b> 2 Q. That was painful, correct? 3 <b>A. Yes.</b> 4 Q. And you say it was on fire. Is that the way you 5 described the pain, or was there some other 6 symptom? 7 <b>A. It was a burning sensation. Along with tingles,</b> 8 <b>along with cold.</b> 9 Q. So cold bothered it? 10 <b>A. Cold bothers it immensely.</b> 11 Q. You had tingles and a burning sensation? 12 <b>A. Yes.</b> 13 Q. Anything else you can think of in the fingers you 14 have talked about and the forearm? 15 <b>A. The forearm I have -- it's not the same thing.</b> 16 <b>It is not the same -- I don't know. The muscles</b> 17 <b>hurt when I try to type or try to grab things.</b> 18 Q. Okay. So with respect to the typing then, moving 19 the fingers and thumb, did that enhance or 20 increase the burning, tingling and pain? 21 <b>A. Yes.</b> 22 Q. In the fingers and thumb and the arm? Or just 23 all those areas? 24 <b>A. It was from here to here (indicating).</b></p>
<p style="text-align: center;"><b>33</b></p> <p>1 Q. And then what some people may refer to as a ring 2 finger? 3 <b>A. Yes.</b> 4 Q. And the middle finger, index or the pointer, and 5 the thumb were not painful? 6 <b>A. The thumb hurts when I pull it in.</b> 7 Q. Is this how it was back two to three months after 8 the event? That is the period we're talking 9 about now. 10 <b>A. It was on fire back then.</b> 11 Q. The pinky, the ring finger and the thumb? 12 <b>A. Yes.</b> 13 Q. Painful and on fire? 14 <b>A. Yes.</b> 15 Q. All right. Now, you also said that the pain went 16 up your arm to your elbow? 17 <b>A. Yes.</b> 18 Q. And which part of your arm? Like the underside? 19 The top? Which part? 20 <b>A. Next to the bone on this side (indicating).</b> 21 Q. Okay. So no question it was painful in those 22 fingers, the two fingers you described, and the 23 thumb, and also running down the forearm -- the 24 underside of the forearm to the elbow?</p>	<p style="text-align: center;"><b>35</b></p> <p>1 Q. And then you say when you grab things, too? 2 <b>A. Yes.</b> 3 Q. You grab and try to pick things up? 4 <b>A. Yes.</b> 5 Q. That would also exacerbate these complaints you 6 talked about; the burning, tingling and -- 7 <b>A. (Interrupting) Yes.</b> 8 Q. Other activities -- any activity involving 9 grabbing or using the fingers would create 10 problems then? 11 <b>A. Yes. I don't even know where to begin on that</b> 12 <b>list.</b> 13 Q. All right. And certainly using the keyboard or 14 grabbing the mouse, those are two activities that 15 you described are part and parcel of the graphics 16 design work? 17 <b>A. Yes.</b> 18 Q. And those two activities would create, if I'm 19 understanding your testimony, the pain? 20 <b>A. Yes.</b> 21 Q. What about if your right arm was just resting and 22 your hand was resting? Was it painful at rest? 23 <b>A. Yes.</b> 24 Q. Was it tingling at rest?</p>

<p style="text-align: right;">36</p> <p>1 <b>A. Yes.</b></p> <p>2 <b>Q. Was it burning at rest?</b></p> <p>3 <b>A. At times.</b></p> <p>4 <b>Q. All right. So that was two to three months after</b>  5 <b>the event, correct, when you tried the graphics</b>  6 <b>design work?</b></p> <p>7 <b>A. Yes.</b></p> <p>8 <b>Q. Yes?</b></p> <p>9 <b>A. Yes.</b></p> <p>10 <b>Q. Have you tried it again since then?</b></p> <p>11 <b>A. I have a computer at home and once in a while I</b>  12 <b>sit down and try to do some stuff. I can't get</b>  13 <b>in more than ten minutes.</b></p> <p>14 <b>Q. Okay. So if I'm hearing your testimony then,</b>  15 <b>since this happened you have not been able to</b>  16 <b>utilize your right arm and hand for computer work</b>  17 <b>for more than ten minutes?</b></p> <p>18 <b>A. Correct.</b></p> <p>19 <b>Q. You have not been able to -- after ten minutes</b>  20 <b>you're no longer able to bear the symptoms then</b>  21 <b>that arise?</b></p> <p>22 <b>A. It starts ramping up, and I have to quit.</b></p> <p>23 <b>Q. Have you applied for disability?</b></p> <p>24 <b>A. Yes.</b></p>	<p style="text-align: right;">38</p> <p>1 <b>the incident.</b></p> <p>2 <b>Q. What were you going to do there, as you recall?</b></p> <p>3 <b>A. I was going to do material handling part-time.</b></p> <p>4 <b>Q. What does material handling mean to you?</b></p> <p>5 <b>A. Moving material.</b></p> <p>6 <b>Q. What kind of material?</b></p> <p>7 <b>A. Steel.</b></p> <p>8 <b>Q. Were you going to use -- were you going to use</b>  9 <b>your hands to lift it or operate a forklift?</b>  10 <b>What?</b></p> <p>11 <b>A. Well, from what I understood, the job was you</b>  12 <b>take -- they make screws, so you take these</b>  13 <b>little things of screws, you put them into bigger</b>  14 <b>buckets. You take the bigger buckets, put it on</b>  15 <b>a rack, and then roll the rack down to where they</b>  16 <b>wash them or something.</b></p> <p>17 <b>Q. You understood it then that the machine was going</b>  18 <b>to be pouring all the screws into a bucket, the</b>  19 <b>screws that are being made?</b></p> <p>20 <b>A. It dumps them into this -- they showed it to me.</b>  21 <b>It dumps it into a stringer thing.</b></p> <p>22 <b>Q. So they were going to -- you were going to be at</b>  23 <b>a machine that was dumping screws into a small</b>  24 <b>holding device of some sort, and you were going</b></p>
<p style="text-align: right;">37</p> <p>1 <b>Q. Did you get it?</b></p> <p>2 <b>A. I am in the application process.</b></p> <p>3 <b>Q. When did you first apply?</b></p> <p>4 <b>A. I think it was January of last year, so about a</b>  5 <b>year ago.</b></p> <p>6 <b>Q. Where does the process stand? Did you apply and</b>  7 <b>get rejected, or are you appealing?</b></p> <p>8 <b>A. The first thing I was told, they rejected the</b>  9 <b>first, and now I'm in -- they call it an appeal</b>  10 <b>process I think.</b></p> <p>11 <b>Q. What was the nature of the rejection, if you</b>  12 <b>recall?</b></p> <p>13 <b>A. They recognize that I was severely impaired but</b>  14 <b>not disabled. That's what the letter said.</b></p> <p>15 <b>Q. Okay. All right. Since then, June 28 of 2011,</b>  16 <b>you have not -- I know there was a job that you</b>  17 <b>referenced in your Interrogatory answers that you</b>  18 <b>had applied for and received an offer of</b>  19 <b>employment?</b></p> <p>20 <b>A. I was working for Mike -- you're referring to</b>  21 <b>Mike Thomas?</b></p> <p>22 <b>Q. No. AMS Screw or something?</b></p> <p>23 <b>A. I was due to start AMS Screw prior to the</b>  24 <b>incident. I was due to start it the week after</b></p>	<p style="text-align: right;">39</p> <p>1 <b>to put that into a larger bin?</b></p> <p>2 <b>A. Yes.</b></p> <p>3 <b>Q. Which was on some kind of a movable cart?</b></p> <p>4 <b>A. Then from there you had to put it on the movable</b>  5 <b>cart.</b></p> <p>6 <b>Q. So you were going to -- the screws were going to</b>  7 <b>pour into some smaller container, you were going</b>  8 <b>to pick that up, dump it into a larger one, fill</b>  9 <b>that up and then put that onto a cart?</b></p> <p>10 <b>A. Yes.</b></p> <p>11 <b>Q. What was going to be the weight of those?</b></p> <p>12 <b>A. I was told approximately 70 pounds.</b></p> <p>13 <b>Q. 70 pounds for the bigger one that you would be</b>  14 <b>moving to the cart?</b></p> <p>15 <b>A. Yes.</b></p> <p>16 <b>Q. What leads you to believe you actually had a</b>  17 <b>position other than applying for it?</b></p> <p>18 <b>A. They told me to start that following Monday.</b></p> <p>19 <b>Q. Was this all oral?</b></p> <p>20 <b>A. No -- well, yes. They already had me on the</b>  21 <b>books. I had done work for them in the past.</b></p> <p>22 <b>Q. When did you do that?</b></p> <p>23 <b>A. The year earlier.</b></p> <p>24 <b>Q. So that was something in addition to the 1099</b></p>

40

1 work you were doing?

2 **A.** That -- yes, yes.

3 **Q.** All right.

4 **A.** I forgot all about that.

5 **Q.** Tell me --

6 **A.** (Interrupting) Yes.

7 **Q.** -- when did you start doing this work, the

8 material handling work for AMS Screw?

9 **A.** 2009 or 2010, somewhere in there. I'm not sure

10 exactly when.

11 **Q.** Was it just a part-time deal?

12 **A.** It was. I was hoping it would lead to something

13 more stable, yes.

14 **Q.** Was it on a temp basis directly through AMS Screw

15 or through an agency of some sort?

16 **A.** It was directly through them.

17 **Q.** And how would you know when to come in and when

18 not to come in when you were doing the temp work?

19 **A.** The supervisor would call me and say, "We have a

20 spot for you. You want to come in?"

21 **Q.** And it was just -- those were temporary stints?

22 **A.** They were. And he was working with me to try to

23 make it full-time, so I was doing all of these

24 part-time hoping to get the full-time.

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1 **Q.** And the work you were doing, the part-time work

2 while you were waiting for hopefully full-time

3 work, was it the same job you were telling us

4 about a minute ago?

5 **A.** Yes.

6 **Q.** The one where you'd take the screws, pour them

7 into the bigger container and move them onto a

8 cart?

9 **A.** Yes.

10 **Q.** And then you were going to start you say the

11 following Monday after this happened?

12 **A.** I believe it was the following -- it was the

13 following week. It was -- it was right before

14 the Fourth, so I don't remember. I would have to

15 look at a calendar.

16 **Q.** So relatively soon after this happened it was

17 your expectation you were going to begin

18 employment with AMS?

19 **A.** Yes.

20 **Q.** Was it going to be more than just one of these

21 part-time stints that you were talking about?

22 **A.** It was scheduled to be either a week or two

23 weeks. I don't remember. And Joe, the guy who

24 runs it, said he is going to try to get me in

42

1 there by fall full-time. But whether that ever

2 flew or not, I -- it never happened.

3 **Q.** Okay. Prior to this happening you would get

4 calls from your supervisor saying "Look, we have

5 some part-time work for you"?

6 **A.** Well, what would happen -- I can kind of explain

7 this. What would happen is I would call Joe.

8 He's the guy that runs it.

9 **Q.** What is Joe's last name?

10 **A.** Groves.

11 **Q.** Groves?

12 **A.** Groves, G-r-o-v-e-s. And I would say, "I have a

13 couple of weeks open. Do you have anything?"

14 **Q.** Okay.

15 **A.** And then he would keep that in mind and then get

16 back to me when he did.

17 **Q.** So Joe Groves knew that you were available? If

18 circumstances on his end warranted it, he would

19 just call you?

20 **A.** I wasn't available all the time.

21 **Q.** Right. He would call you. If you were

22 available, you would go in?

23 **A.** Yes.

24 **Q.** And that happened how often prior to June 28 of

43

1 2011?

2 **A.** I think twice. I don't remember exactly. I

3 think twice.

4 **Q.** Okay. And then the situation, whether it was

5 going to be the next day or within a week after

6 this occurrence, you were planning to go

7 participate in one of these temporary stints

8 after this event, correct?

9 **A.** Yes.

10 **Q.** Do you believe that the stint that was planned

11 after the event was any more or was different in

12 any way than the prior stints?

13 **A.** No.

14 **Q.** If you understand the question.

15 **A.** No.

16 **Q.** It was the same?

17 **A.** Yes.

18 **Q.** It was your hope that the more you did these

19 temporary stints, the more likely you would have

20 a chance to get full-time employment?

21 **A.** Yes.

22 **Q.** Would you agree that as of June 28, 2011, though,

23 you had not had a promise of full-time

24 employment?

<p style="text-align: right;">44</p> <p>1 <b>A.</b> I had no promise of full-time employment.</p> <p>2 <b>Q.</b> Have you tried to go back at any time since</p> <p>3 June 28 of 2011 to I guess fill one of these</p> <p>4 temporary stints that you have done in the past?</p> <p>5 <b>A.</b> No. They called.</p> <p>6 <b>Q.</b> When you say "they," Joe called?</p> <p>7 <b>A.</b> Yes.</p> <p>8 <b>Q.</b> So Joe Groves called when in relation to June 28,</p> <p>9 2011?</p> <p>10 <b>A.</b> A few months after.</p> <p>11 <b>Q.</b> And what happened on that event where he called</p> <p>12 to see if you were interested?</p> <p>13 <b>A.</b> Yes.</p> <p>14 <b>Q.</b> What happened?</p> <p>15 <b>A.</b> He knew what had happened. He said, "Do you</p> <p>16 think you can do it?" And I said, "I don't think</p> <p>17 so."</p> <p>18 <b>Q.</b> Is that the only time there was an exchange over</p> <p>19 possibly taking another temporary stint?</p> <p>20 <b>A.</b> He actually came out to my home. He knew where I</p> <p>21 lived, and he came out to my home, and he knew</p> <p>22 right away I couldn't do what they were asking to</p> <p>23 be done.</p> <p>24 <b>Q.</b> So you have tried going back to the graphics</p>	<p style="text-align: right;">46</p> <p>1 <b>Q.</b> Okay. So you went for some interviews for a</p> <p>2 couple of graphics design positions?</p> <p>3 <b>A.</b> Yes.</p> <p>4 <b>Q.</b> To do similar things to what you were doing</p> <p>5 before?</p> <p>6 <b>A.</b> Yes.</p> <p>7 <b>Q.</b> And did you get either one of those jobs?</p> <p>8 <b>A.</b> No.</p> <p>9 <b>Q.</b> Why is it, if you know?</p> <p>10 <b>A.</b> I'm not sure.</p> <p>11 <b>Q.</b> Did they have you sit down at a computer terminal</p> <p>12 and try and generate any work?</p> <p>13 <b>A.</b> Yes.</p> <p>14 <b>Q.</b> And were you able to do it?</p> <p>15 <b>A.</b> They saw the shaking of the hands and whatnot.</p> <p>16 Basically said "We can't use you."</p> <p>17 <b>Q.</b> Where were these two companies that you sat for</p> <p>18 and attempted to do graphics design or at least</p> <p>19 illustrate your abilities?</p> <p>20 <b>A.</b> One of them was on the northwest side of the</p> <p>21 city. I only went in there once.</p> <p>22 <b>Q.</b> The name of it?</p> <p>23 <b>A.</b> I'm trying to remember. I can go back through my</p> <p>24 e-mails and find the name where they contacted me</p>
<p style="text-align: right;">45</p> <p>1 design work?</p> <p>2 <b>A.</b> Yes.</p> <p>3 <b>Q.</b> And that's too painful to do because of the</p> <p>4 keyboard entry and the mouse function?</p> <p>5 <b>A.</b> Yes.</p> <p>6 <b>Q.</b> And then you kind of self -- you made a decision</p> <p>7 on your own, given your situation, it was</p> <p>8 unlikely that you could do the work for AMS</p> <p>9 Group; is that right?</p> <p>10 <b>A.</b> Oh, I knew I couldn't do it.</p> <p>11 <b>Q.</b> Right. You decided that?</p> <p>12 <b>A.</b> I don't think I decided it. I think my body</p> <p>13 decided it.</p> <p>14 <b>Q.</b> Okay. So your body was telling you that you</p> <p>15 couldn't do that job?</p> <p>16 <b>A.</b> I couldn't pick up those buckets, no.</p> <p>17 <b>Q.</b> Other than those two potential avenues of</p> <p>18 employment or income, have you undertaken any</p> <p>19 other effort to find a job?</p> <p>20 <b>A.</b> Yes. I went on several different interviews.</p> <p>21 <b>Q.</b> For what kind of jobs?</p> <p>22 <b>A.</b> Graphic design.</p> <p>23 <b>Q.</b> I thought you said you can't do that.</p> <p>24 <b>A.</b> When you got bills, you try.</p>	<p style="text-align: right;">47</p> <p>1 through. I don't know it offhand. They were</p> <p>2 kind -- they told me that they found somebody</p> <p>3 more compatible.</p> <p>4 <b>Q.</b> So there was one company, and you said it was on</p> <p>5 the northwest side of the city, meaning Chicago?</p> <p>6 <b>A.</b> It's the suburbs.</p> <p>7 <b>Q.</b> Okay. Northwest suburbs. And you would try, if</p> <p>8 we asked your attorney, to locate the name of</p> <p>9 that company?</p> <p>10 <b>A.</b> I can try if I still have the contact.</p> <p>11 <b>Q.</b> And you said there was a second one as well.</p> <p>12 Where was that?</p> <p>13 <b>A.</b> I'm pulling a blank.</p> <p>14 <b>Q.</b> There was one, but you're drawing a blank on it?</p> <p>15 <b>A.</b> Yes.</p> <p>16 <b>Q.</b> Is it possible that your computer database at</p> <p>17 home would have some information that might</p> <p>18 refresh your memory?</p> <p>19 <b>A.</b> It may. I haven't used that computer in so long</p> <p>20 anymore, I don't even know if it will boot up.</p> <p>21 But, yes, it may.</p> <p>22 <b>Q.</b> And at least one of these companies you went to</p> <p>23 you had to sit down and illustrate your graphic</p> <p>24 design abilities?</p>

<p style="text-align: right;">48</p> <p>1 <b>A. Yes.</b></p> <p>2 <b>Q.</b> Did you have to do that at both or just the one,</p> <p>3 if you recall?</p> <p>4 <b>A. Just one.</b></p> <p>5 <b>Q.</b> All right. For the graphics design positions,</p> <p>6 you have at least tried to get two others since</p> <p>7 then, right?</p> <p>8 <b>A. Yes.</b></p> <p>9 <b>Q.</b> Were you going to be doing 1099 work for them or</p> <p>10 actually be employed by those two companies?</p> <p>11 <b>A. I was trying to be employed.</b></p> <p>12 <b>Q.</b> And then besides these two attempts at graphics</p> <p>13 design positions, any other attempts of</p> <p>14 employment since June 28, 2011?</p> <p>15 <b>A. No.</b></p> <p>16 <b>Q.</b> Do you remember signing Interrogatory answers</p> <p>17 saying that you would be making a claim for lost</p> <p>18 earnings?</p> <p>19 <b>A. I don't know what you mean by Interrogatory</b></p> <p>20 <b>answer.</b></p> <p>21 <b>Q.</b> There is some written questions that we sent to</p> <p>22 your attorney to have you answer. And I don't</p> <p>23 want to get into what you and either your</p> <p>24 attorney here or Mr. Mast may have talked</p>	<p style="text-align: right;">50</p> <p>1 you were unable to do that temporary stint that</p> <p>2 you had lined up?</p> <p>3 <b>A. Right.</b></p> <p>4 <b>Q.</b> How many days or weeks was that planned for when</p> <p>5 you were working?</p> <p>6 <b>A. I don't remember, but it was one or two. I know</b></p> <p>7 <b>that.</b></p> <p>8 <b>Q.</b> One or two days or weeks?</p> <p>9 <b>A. Weeks.</b></p> <p>10 <b>Q.</b> All right. So if it was a 40-hour week, it would</p> <p>11 be 40 times the \$10 hourly rate?</p> <p>12 <b>A. Yes.</b></p> <p>13 <b>Q.</b> And if it was the two weeks, it would be that</p> <p>14 80 hours at ten bucks an hour?</p> <p>15 <b>A. Yes.</b></p> <p>16 <b>Q.</b> Past that have you made any other calculations on</p> <p>17 your end I guess pursuant to what you believe you</p> <p>18 have lost in the form of income?</p> <p>19 <b>A. The biggest loss I suffered was not being able to</b></p> <p>20 <b>renew with Juskie later on.</b></p> <p>21 <b>Q.</b> Renew in what sense -- so, first of all, with</p> <p>22 respect to AMR, other than that one to two-week</p> <p>23 stint, from your vantage point are you claiming</p> <p>24 that you have lost more income that you could</p>
<p style="text-align: right;">49</p> <p>1 about --</p> <p>2 <b>A. (Interrupting) I remember he asked me some stuff.</b></p> <p>3 <b>Q.</b> Take a look at the last page -- nope, not the</p> <p>4 last page. It will be the fourth from the back.</p> <p>5 Is that your signature?</p> <p>6 <b>A. Yes.</b></p> <p>7 <b>Q.</b> I should say for the record I tendered to you</p> <p>8 Exhibit No. 1. That is your signature on the</p> <p>9 fourth-to-the-last page?</p> <p>10 <b>A. Yes.</b></p> <p>11 <b>Q.</b> Question No. 6 asked about whether you would be</p> <p>12 claiming any lost income as a result of the</p> <p>13 injuries, including wages and salaries, and then</p> <p>14 there is this listing of AMS Screw Products.</p> <p>15 Do you see that?</p> <p>16 <b>A. Yes.</b></p> <p>17 <b>Q.</b> And Joe Groves, that's the guy you mentioned that</p> <p>18 would call you from time to time?</p> <p>19 <b>A. Yes.</b></p> <p>20 <b>Q.</b> Is that the hourly rate you would get for your</p> <p>21 temporary work?</p> <p>22 <b>A. Yes.</b></p> <p>23 <b>Q.</b> And then when we talk about being hired but not</p> <p>24 able to pursue employment due to the accident,</p>	<p style="text-align: right;">51</p> <p>1 have received through AMS Screw?</p> <p>2 <b>A. With Juskie Printing the contract that he had was</b></p> <p>3 <b>up in May prior to this incident. That is why I</b></p> <p>4 <b>was looking for other work to fill, pending</b></p> <p>5 <b>Juskie getting a new contract with his customer,</b></p> <p>6 <b>okay, which would have extended my work there as</b></p> <p>7 <b>well.</b></p> <p>8 <b>Q.</b> Okay. So your hope at the time this happened was</p> <p>9 not to go full-time with AMS Screw? You were</p> <p>10 hoping that Juskie renewed their contract so you</p> <p>11 could continue 1099 work?</p> <p>12 <b>A. I was hoping to get work anywhere I could get it.</b></p> <p>13 <b>Q.</b> Well, I know that turned out to be the case, but</p> <p>14 heading into this event on June 28, 2011, was it</p> <p>15 your hope that you would be able to do the 1099</p> <p>16 work for Juskie or leave that --</p> <p>17 <b>A. (Interrupting) It was my hope I could do both.</b></p> <p>18 <b>Q.</b> All right. So your hope was to continue to do</p> <p>19 1099 work for Juskie, and also as needed, fill in</p> <p>20 at AMR, potentially get a full-time job?</p> <p>21 <b>A. AMS.</b></p> <p>22 <b>Q.</b> AMS. Let me start the question over then. So</p> <p>23 heading into this event that happened on June 28,</p> <p>24 2011, were you not actively doing work for Juskie</p>

<p style="text-align: right;">52</p> <p>1 because their contract had ended?</p> <p>2 <b>A. Yes.</b></p> <p>3 <b>Q.</b> And you were doing temporary work periodically</p> <p>4 for AMS?</p> <p>5 <b>A. Yes.</b></p> <p>6 <b>Q.</b> And that was on an as-needed basis when Joe</p> <p>7 Groves called?</p> <p>8 <b>A. Yes.</b></p> <p>9 <b>Q.</b> That was your hope moving forward, that there</p> <p>10 would be a new contract for Juskie and that you</p> <p>11 could do some 1099 work, correct?</p> <p>12 <b>A. Yes.</b></p> <p>13 <b>Q.</b> And then also as-needed fill in at AMS?</p> <p>14 <b>A. Yes.</b></p> <p>15 <b>Q.</b> And hopefully get a full-time job at AMS if that</p> <p>16 ever arose?</p> <p>17 <b>A. Yes.</b></p> <p>18 <b>Q.</b> And when you were doing 1099 work for Juskie,</p> <p>19 what did that mean to you in terms of gross</p> <p>20 receipts?</p> <p>21 <b>A. I can tell you what I made that year from him in</b></p> <p>22 <b>five months. You can do the math from there.</b></p> <p>23 <b>Q.</b> Okay. Well, what did you make?</p> <p>24 <b>A. It was 18,000.</b></p>	<p style="text-align: right;">54</p> <p>1 does. How did you learn that Juskie actually got</p> <p>2 the contract that may have been able to provide</p> <p>3 you with more 1099 work?</p> <p>4 <b>A. He told me.</b></p> <p>5 <b>Q.</b> Mark did?</p> <p>6 <b>A. Yes.</b></p> <p>7 <b>Q.</b> Did he call afterwards and say, "Hey, we're ready</p> <p>8 for you"?</p> <p>9 <b>A. Yes.</b></p> <p>10 <b>Q.</b> And you had to tell him you couldn't do the work?</p> <p>11 <b>A. I couldn't do anything at that point.</b></p> <p>12 <b>Q.</b> Is that when you tried -- you said two to three</p> <p>13 months afterwards you tried to do the work and</p> <p>14 you couldn't?</p> <p>15 <b>A. Mark called not long after the incident, within a</b></p> <p>16 <b>month, and I couldn't do anything at that point.</b></p> <p>17 <b>You didn't see me come out of my house.</b></p> <p>18 <b>Q.</b> So he called within a month of this thing</p> <p>19 happening and you told him there is no way you</p> <p>20 can do it?</p> <p>21 <b>A. Yes.</b></p> <p>22 <b>Q.</b> Did he ever revisit the possibility of doing work</p> <p>23 for Juskie with you?</p> <p>24 <b>A. I have known Mark for a lot of years. We talk on</b></p>
<p style="text-align: right;">53</p> <p>1 <b>Q.</b> The first five months of 2011 you made</p> <p>2 18,000 as a 1099 worker for them?</p> <p>3 <b>A. Yes.</b></p> <p>4 <b>Q.</b> And you would have to take all of your expenses</p> <p>5 out of that?</p> <p>6 <b>A. Yes.</b></p> <p>7 <b>Q.</b> And then at AMS do you have a recall what you may</p> <p>8 have made at AMS during that first --</p> <p>9 <b>A. (Interrupting) Not much more than that, the \$10</b></p> <p>10 <b>an hour. They didn't pay.</b></p> <p>11 <b>Q.</b> And there was two or three stints where you</p> <p>12 worked for them, as you recall?</p> <p>13 <b>A. Yes.</b></p> <p>14 <b>Q.</b> And those might have been a week or two each?</p> <p>15 <b>A. Right.</b></p> <p>16 <b>Q.</b> All right. And do you know, did Juskie get that</p> <p>17 contract?</p> <p>18 <b>A. Yes, he did.</b></p> <p>19 <b>Q.</b> Who was your contact person at Juskie?</p> <p>20 <b>A. Mark.</b></p> <p>21 <b>Q.</b> What is his last name?</p> <p>22 <b>A. I know his last name, and I'm drawing a blank. I</b></p> <p>23 <b>know his last name well.</b></p> <p>24 <b>Q.</b> Maybe it will come to you later. Tell me if it</p>	<p style="text-align: right;">55</p> <p>1 <b>and off about various things.</b></p> <p>2 <b>Q.</b> Does that mean he did or he did not? I don't</p> <p>3 know.</p> <p>4 <b>A. Yes. He's probed. He knows it's done.</b></p> <p>5 <b>Q.</b> So periodically he will inquire about it, and</p> <p>6 each time you have told him no, I take it?</p> <p>7 <b>A. (Indicates affirmatively.)</b></p> <p>8 <b>Q.</b> Is that a yes?</p> <p>9 <b>A. Yes.</b></p> <p>10 <b>Q.</b> Juskie -- what is the full name of that company?</p> <p>11 <b>A. Juskie Printing, Inc.</b></p> <p>12 <b>Q.</b> Where is it located?</p> <p>13 <b>A. The last, it was down on Chicago Avenue out near</b></p> <p>14 <b>-- I used to take -- I know how to get there. I</b></p> <p>15 <b>don't know the town it's in. I used to take 355</b></p> <p>16 <b>down, get off in --</b></p> <p>17 <b>Q.</b> (Interrupting) Do you have a phone number for</p> <p>18 Juskie?</p> <p>19 <b>A. I have it at home.</b></p> <p>20 <b>Q.</b> Okay. So other sources of income that you had</p> <p>21 before the incident besides Juskie that we have</p> <p>22 talked about and then AMS? Were there any others</p> <p>23 that stick out in your mind?</p> <p>24 <b>A. That was it.</b></p>

<p style="text-align: center;"><b>56</b></p> <p>1 Q. And you have not had any income from either of 2 those two sources --</p> <p>3 <b>A. (Interrupting) The only other place I was getting</b> 4 <b>income prior to that was Intermatic when they</b> 5 <b>needed work, and that was -- that was less than</b> 6 <b>Juskie.</b></p> <p>7 Q. Did you get any work from Intermatic in the five 8 to six months in 2011 that preceded this event?</p> <p>9 <b>A. (Indicates negatively.)</b></p> <p>10 Q. I take it then you haven't done any projections 11 of lost income?</p> <p>12 <b>A. No.</b></p> <p>13 Q. Have you ever been in the union?</p> <p>14 <b>A. No.</b></p> <p>15 Q. Ever been in the military?</p> <p>16 <b>A. Yes.</b></p> <p>17 Q. Which branch?</p> <p>18 <b>A. Army National Guard.</b></p> <p>19 Q. Were you active service Army or just National 20 Guard? I'm not diminishing it, but I'm trying to 21 distinguish those two.</p> <p>22 <b>A. Two weeks out of the year you're active service.</b> 23 <b>The rest of the time you're National Guard.</b></p> <p>24 Q. Okay. And so what period of time were you Army</p>	<p style="text-align: center;"><b>58</b></p> <p>1 Q. What is the connection?</p> <p>2 <b>A. He is Caroline's son.</b></p> <p>3 Q. Are you and David grade school buddies? Middle 4 school buddies?</p> <p>5 <b>A. High school.</b></p> <p>6 Q. At Johnsburg?</p> <p>7 <b>A. Yes.</b></p> <p>8 Q. Were you and he like close socially in high 9 school?</p> <p>10 <b>A. More right after high school.</b></p> <p>11 Q. How was it that the two of you became connected 12 more so after high school? You knew who he was 13 in high school, I take it?</p> <p>14 <b>A. I think we knew all the same people.</b></p> <p>15 Q. So there was a common group of acquaintances 16 through high school?</p> <p>17 <b>A. Yes.</b></p> <p>18 Q. And then describe the relationship as it evolved. 19 I mean, did you see each other socially? 20 Recreationally? I mean how?</p> <p>21 <b>A. It was we would do dumb things together, you</b> 22 <b>know. Socially, recreationally.</b></p> <p>23 Q. You ever work together?</p> <p>24 <b>A. On the job?</b></p>
<p style="text-align: center;"><b>57</b></p> <p>1 National Guard?</p> <p>2 <b>A. Oh, from the time I was 18 or 19 until the time I</b> 3 <b>was 22 or 23. Somewhere in there.</b></p> <p>4 Q. Did I ask you -- have you ever been married?</p> <p>5 <b>A. Yes, I think so.</b></p> <p>6 Q. Have you?</p> <p>7 <b>A. No.</b></p> <p>8 Q. All right. I'm going be -- I'm going to shift 9 over to the event that is the subject of the 10 lawsuit. Where did this happen?</p> <p>11 <b>A. At Caroline McGuire and Bill McGuire's house.</b></p> <p>12 Q. That is listed in the Complaint as 1016 West 13 Elder?</p> <p>14 <b>A. That sounds like it.</b></p> <p>15 Q. Did you know the McGuires prior to this 16 happening?</p> <p>17 <b>A. Yes.</b></p> <p>18 Q. How is it that you knew the McGuires?</p> <p>19 <b>A. Grew up in that neighborhood.</b></p> <p>20 Q. There is another fellow that is named in the 21 lawsuit, Dave Gagnon?</p> <p>22 <b>A. Yes.</b></p> <p>23 Q. Is he connected to the McGuires, if you know?</p> <p>24 <b>A. Yes.</b></p>	<p style="text-align: center;"><b>59</b></p> <p>1 Q. Anywhere.</p> <p>2 <b>A. Like as employment, no.</b></p> <p>3 Q. Okay. What kind of social or recreational 4 activities would you participate in from time to 5 time with him? Bowling leagues? Golf leagues?</p> <p>6 <b>A. Did a bowling league together. He was into</b> 7 <b>restoring cars, and he did it in his mom's</b> 8 <b>garage, and everybody kind of kicked in a hand to</b> 9 <b>help him.</b></p> <p>10 Q. Okay. Is he married, if you know?</p> <p>11 <b>A. He is.</b></p> <p>12 Q. Did you go to their wedding?</p> <p>13 <b>A. Yes, I did.</b></p> <p>14 Q. Do you know if he has any children?</p> <p>15 <b>A. No children -- oh, wait. He might have -- I</b> 16 <b>don't know. That's . . .</b></p> <p>17 Q. Did he have any back in June of 2011, if you 18 know?</p> <p>19 <b>A. He may have. I'm not sure.</b></p> <p>20 Q. I take it you're not like a godfather or anything 21 to his child?</p> <p>22 <b>A. No.</b></p> <p>23 Q. I mean, I can keep asking more and more questions 24 that come into my mind about how you might have</p>

<p style="text-align: right;">60</p> <p>1 -- or what your relationship with Gagnon may have 2 been before this. I was hoping to hear from you 3 how you describe it. 4 <b>A. Well, it was just friends hanging out after years 5 of high school</b> 6 <b>Q.</b> How often would you see him then I guess on a 7 monthly basis? 8 <b>A. Recently or --</b> 9 <b>Q.</b> (Interrupting) Before this happened. 10 <b>A. How long before this happened?</b> 11 <b>Q.</b> Let's go with the first two years immediately 12 preceding this incident. How often would you see 13 him? 14 <b>A. Oh, not that often. Once or twice a year maybe.</b> 15 <b>Q.</b> Okay. Was there a higher frequency immediately 16 after high school? 17 <b>A. Oh, yes.</b> 18 <b>Q.</b> Apparently it waned over time? 19 <b>A. Yes.</b> 20 <b>Q.</b> So in the two years or so before this happened, 21 June 28, 2011, you would only see him once or 22 twice a year? 23 <b>A. Maybe three or four. A few times a year. I 24 mean, I'm not sure of the exact number.</b></p>	<p style="text-align: right;">62</p> <p>1 each other from time to time as needed? 2 <b>A. Yes.</b> 3 <b>Q.</b> Okay. What kind of stuff do you recall over the 4 years helping David with or him helping you with? 5 <b>A. I remember pulling his car out of the ditch when 6 it snowed and he called me. I remember 7 approximately ten years earlier him helping me 8 fix my roof after a storm. Earlier than that I 9 helped him numerous amounts of time with sanding 10 body parts to a car when we were in our 20s.</b> 11 <b>Q.</b> Okay. What about -- obviously we're going to 12 need to talk about chain saw usage prior to 13 June 28, 2011. Had you ever been anywhere with 14 David Gagnon where a chain saw was involved? 15 <b>A. Yes.</b> 16 <b>Q.</b> Okay. Where was that? 17 <b>A. It was on Carol's property.</b> 18 <b>Q.</b> All right. Anywhere else besides Caroline 19 McGuire's property? 20 <b>A. I'm not sure. I don't think so.</b> 21 <b>Q.</b> Put Mr. Gagnon aside. Have you ever used a chain 22 saw -- 23 <b>A. (Interrupting) Yes.</b> 24 <b>Q.</b> -- personally?</p>
<p style="text-align: right;">61</p> <p>1 <b>Q.</b> Okay. And this is an estimate, correct? 2 <b>A. Yes.</b> 3 <b>Q.</b> And would this just be in passing, or was it set 4 plans to see him? 5 <b>A. For -- well, for some reason or another he would 6 want to see Mike, who was living with me, or 7 another friend of ours, and he would say, "I'm 8 going over here. I'll meet you there," you know, 9 and we would run into each other, you know.</b> 10 <b>Q.</b> So it would be the contact you had with him then 11 in recent years prior to the event was more just 12 happenstance, overlapping of friends and 13 acquaintances? 14 <b>A. Yeah. Well, if he needed help or I needed help, 15 you know, I think that that was a given.</b> 16 <b>Q.</b> Okay. I asked you if you ever worked together. 17 You guys never worked for a company or an 18 employer where you were both on payroll there 19 together, correct? 20 <b>A. Correct.</b> 21 <b>Q.</b> Now, obviously there is this incident on June 28 22 of 2011 where you were with him, correct? 23 <b>A. I was on the property, yes.</b> 24 <b>Q.</b> And then you mentioned that you guys would help</p>	<p style="text-align: right;">63</p> <p>1 <b>A. Yes.</b> 2 <b>Q.</b> Prior to this day, June 28, 2011? 3 <b>A. Yes.</b> 4 <b>Q.</b> How many times do you think you might have been 5 on Caroline McGuire's property prior to June 28, 6 2011 where you were engaged in any activity 7 involving a chain saw? 8 <b>A. I vividly remember once.</b> 9 <b>Q.</b> One other time? 10 <b>A. Yes.</b> 11 <b>Q.</b> And how and when in relation to June 28 of 2011 12 was that? 13 <b>A. A few weeks prior.</b> 14 <b>Q.</b> Okay. And other than that one that you actually 15 recall and then June 28, 2011, that is the extent 16 as you sit here today you can recall? 17 <b>A. Yes.</b> 18 <b>Q.</b> Did you ever work with a chain saw in combination 19 with David Gagnon on any other person's property? 20 <b>A. Not that I remember.</b> 21 <b>Q.</b> Before June 28 of 2011 did you personally have an 22 appreciation for any risks that might be 23 presented by a chain saw? 24 <b>A. Say that again.</b></p>

<p style="text-align: right;">64</p> <p>1 Q. Sure. I want to know if you had -- heading into 2 June 28 of 2011 if you had any understanding as 3 to any hazards that might be associated with 4 chain saw use. 5 <b>A. Yes. It's dangerous.</b> 6 Q. What is dangerous? What was dangerous about it 7 from your vantage point? 8 <b>A. A chain saw is dangerous, period.</b> 9 Q. Okay. I mean, if it's just sitting there not 10 running, is it dangerous? 11 <b>A. I'm not sure what you mean.</b> 12 Q. Okay. You mentioned that you had used chain saws 13 before? 14 <b>A. Yes.</b> 15 Q. And you have used them without David Gagnon being 16 present? 17 <b>A. Yes.</b> 18 Q. Can you give me any estimate as to how many times 19 you might have used a chain saw prior to June 28, 20 2011? 21 <b>A. Myself?</b> 22 Q. Yes. 23 <b>A. Hundreds. Maybe not hundreds, but enough where I</b> 24 <b>can't count.</b></p>	<p style="text-align: right;">66</p> <p>1 and Mr. McArtor may have been involved in 2 projects where a chain saw was used? 3 <b>A. Yes.</b> 4 Q. And in those situations would you be the 5 operator, or would you be the helper? 6 <b>A. I would be the helper.</b> 7 Q. Did you ever have a situation where he was 8 helping you and you were operating a chain saw 9 then? 10 <b>A. Where Mike McArtor was helping me and I was</b> 11 <b>operating it?</b> 12 Q. Yes. Correct. 13 <b>A. Yes.</b> 14 Q. Are you able to count how many times that 15 occurred? 16 <b>A. I'm not sure, but it's more than a few.</b> 17 Q. On those few -- well, were there other people 18 from time to time that helped you as well while 19 you were using a chain saw? 20 <b>A. Yes.</b> 21 Q. And on those occasions where it was somebody else 22 or maybe it was Mr. McArtor, did you form any 23 opinions about the potential hazards or risks to 24 the people that were helping you that a chain saw</p>
<p style="text-align: right;">65</p> <p>1 Q. All right. And during those periods where you 2 were using a chain saw, you formed the view that 3 chain saws can be dangerous? 4 <b>A. Very.</b> 5 Q. And what type of dangers did the chain saw 6 present from your experience using it? 7 <b>A. It cuts through things very rapidly.</b> 8 Q. So the operator could be cut? 9 <b>A. Yes.</b> 10 Q. And you knew that before June 28 of 2011, 11 correct? 12 <b>A. Yes.</b> 13 Q. Did you ever use a chain saw in tandem with 14 anybody else helping you prior to June 28, 2011? 15 <b>A. Yes.</b> 16 Q. This fellow that lives with you and your mom, 17 what is his name again? 18 <b>A. Mike.</b> 19 Q. Mike. What is his last name? 20 <b>A. McArtor.</b> 21 Q. Did Mr. McArtor ever assist you while using a 22 chain saw? 23 <b>A. Yes.</b> 24 Q. I mean, is that multiple times in the past you</p>	<p style="text-align: right;">67</p> <p>1 might present? 2 <b>A. Yes.</b> 3 Q. What kinds of risks are those to the other 4 people? 5 <b>A. Keep them as far away from it as possible.</b> 6 Q. And the risk to the helper is also -- 7 <b>A. (Interrupting) If they are too close, yes.</b> 8 Q. -- being cut -- 9 <b>A. (Interrupting) Yes.</b> 10 Q. And at any point in your lifetime prior to 11 June 28 of 2011 had you ever been trained by 12 somebody who was a skilled chain saw operator? 13 <b>A. No.</b> 14 Q. Had you ever had a job where your primary purpose 15 was to use a chain saw? 16 <b>A. No.</b> 17 Q. All your experience with a chain saw, would you 18 agree, would be just personal use and experience? 19 <b>A. Just backyard trimming down limbs.</b> 20 Q. Kind of on-the-job training? 21 <b>A. Just my house.</b> 22 Q. Do you recall ever sitting down any time prior to 23 June 28, 2011 on those occasions where you were 24 using a chain saw and reading an operator's</p>

<p style="text-align: right;">68</p> <p>1 manual?</p> <p>2 <b>A. Oh, yes.</b></p> <p>3 <b>Q. You have read an operator's manual for a chain</b></p> <p>4 <b>saw?</b></p> <p>5 <b>A. When I was younger, yes.</b></p> <p>6 <b>Q. We're going back to like immediately after high</b></p> <p>7 <b>school?</b></p> <p>8 <b>A. We're going back to eighth grade.</b></p> <p>9 <b>Q. Eighth grade?</b></p> <p>10 <b>A. Yes.</b></p> <p>11 <b>Q. So this was going back when you first started</b></p> <p>12 <b>using a chain saw?</b></p> <p>13 <b>A. Yes.</b></p> <p>14 <b>Q. When you first started using a chain saw, did you</b></p> <p>15 <b>take it upon yourself to read the manual and</b></p> <p>16 <b>begin using, or did some adult help you with that</b></p> <p>17 <b>process?</b></p> <p>18 <b>A. Somebody helped me.</b></p> <p>19 <b>Q. Who was it? Your dad?</b></p> <p>20 <b>A. Yes.</b></p> <p>21 <b>Q. Is he still alive?</b></p> <p>22 <b>A. No.</b></p> <p>23 <b>Q. And I know this is going back a ways. What do</b></p> <p>24 <b>you recall your father telling you about chain</b></p>	<p style="text-align: right;">70</p> <p>1 user or helper.</p> <p>2 <b>A. Heat.</b></p> <p>3 <b>Q. Heat?</b></p> <p>4 <b>A. Yes.</b></p> <p>5 <b>Q. Anything else you can think of?</b></p> <p>6 <b>A. Fragments. The wood chips, you know.</b></p> <p>7 <b>Q. The saw dust and debris that might fly off --</b></p> <p>8 <b>A. (Interrupting) Yes.</b></p> <p>9 <b>Q. -- during cutting?</b></p> <p>10 <b>A. Yes.</b></p> <p>11 <b>Q. Okay. Anything else that brings to mind?</b></p> <p>12 <b>A. I'm trying to think back of -- way back when he</b></p> <p>13 <b>taught me that.</b></p> <p>14 <b>Q. If something comes up, let me know. Have you</b></p> <p>15 <b>heard the phrase of binding or blade bind?</b></p> <p>16 <b>A. I know what binding is, yes.</b></p> <p>17 <b>Q. What does it mean to you?</b></p> <p>18 <b>A. It means the blade bound. It froze up. It may</b></p> <p>19 <b>have overheated, you know. Lack of lubrication,</b></p> <p>20 <b>something along those lines. There are many</b></p> <p>21 <b>things that could happen.</b></p> <p>22 <b>Q. Blade binding to you then is something where the</b></p> <p>23 <b>blade just stops, the motion of the blade stops?</b></p> <p>24 <b>A. No.</b></p>
<p style="text-align: right;">69</p> <p>1 saw operation when he first taught you how to do</p> <p>2 it?</p> <p>3 <b>A. Same thing he told me about all power tools.</b></p> <p>4 <b>Q. What was that?</b></p> <p>5 <b>A. Handle them with extreme care.</b></p> <p>6 <b>Q. So you should handle any power tool with extreme</b></p> <p>7 <b>care?</b></p> <p>8 <b>A. Yes.</b></p> <p>9 <b>Q. Do you recall any specific instructions or</b></p> <p>10 <b>admonitions about chain saw usage?</b></p> <p>11 <b>A. He taught me the maintenance. He taught me how</b></p> <p>12 <b>to use it, how to -- what side of the blade to</b></p> <p>13 <b>cut with, things like that, yes.</b></p> <p>14 <b>Q. So he demonstrated it for you?</b></p> <p>15 <b>A. Yes.</b></p> <p>16 <b>Q. Besides the risks, are you -- strike that</b></p> <p>17 <b>question. Are you aware of any other known risks</b></p> <p>18 <b>associated with a chain saw other than cutting</b></p> <p>19 <b>from the chain?</b></p> <p>20 <b>A. No.</b></p> <p>21 <b>Q. And I'm not -- I'm not even saying there are any.</b></p> <p>22 <b>I'm just asking you what other risks that you're</b></p> <p>23 <b>aware of that might be associated with a chain</b></p> <p>24 <b>saw other than the actual blade injuries to a</b></p>	<p style="text-align: right;">71</p> <p>1 <b>Q. Okay. You said it has something to do with</b></p> <p>2 <b>overheating or lack of lube?</b></p> <p>3 <b>A. Well, you can bind anything, any power tool, when</b></p> <p>4 <b>you're cutting something either by bending it. I</b></p> <p>5 <b>would guess I have -- I had a blade bind once on</b></p> <p>6 <b>me.</b></p> <p>7 <b>Q. A chain saw blade?</b></p> <p>8 <b>A. Yes.</b></p> <p>9 <b>Q. And what happened?</b></p> <p>10 <b>A. It bent the bar that the chain rides on.</b></p> <p>11 <b>Q. Okay. All right. So I need to get a little more</b></p> <p>12 <b>detail about what you understand binding or blade</b></p> <p>13 <b>bind might be. It can happen, you said, if the</b></p> <p>14 <b>blade overheats?</b></p> <p>15 <b>A. Yes.</b></p> <p>16 <b>Q. If I understand, the chain just goes around on</b></p> <p>17 <b>that blade, correct?</b></p> <p>18 <b>A. Yes.</b></p> <p>19 <b>Q. There is a long metal blade that comes out from</b></p> <p>20 <b>the power portion of the chain saw, right?</b></p> <p>21 <b>A. Correct.</b></p> <p>22 <b>Q. And there is a groove where the chain goes around</b></p> <p>23 <b>in a circular fashion?</b></p> <p>24 <b>A. Yes.</b></p>

<p style="text-align: right;">72</p> <p>1 Q. And the motor propels that blade? That's a 2 simple description of it, but that is how it 3 works? 4 <b>A. Yes.</b> 5 Q. And when we talk about binding, are you talking 6 about the blade getting bent? 7 <b>A. That is the way that I have had it bind.</b> 8 Q. So if the blade that has the groove that the 9 chain operates on, if that bends, the chain 10 wouldn't move? 11 <b>A. Correct.</b> 12 Q. Or if part of it needs to be lubed, to get a good 13 free flow of that chain, the chain needs some 14 lubricant as it glides around on that blade, 15 correct? 16 <b>A. Yes.</b> 17 Q. And if there is no lubricant, that can affect the 18 ability of the blade to -- I'm sorry -- the chain 19 to spin on that blade? 20 <b>A. Yes.</b> 21 Q. And if there is inadequate lubricant, then the 22 blade can actually heat up? 23 <b>A. Yes.</b> 24 Q. And at that point can the motion of the chain</p>	<p style="text-align: right;">74</p> <p>1 with part of that blade? 2 <b>A. Yes.</b> 3 Q. And what is the kickback zone, as you understand 4 it? 5 <b>A. I don't know what technically it would be, but I 6 wouldn't want to be in the way of it.</b> 7 Q. All right. So you don't have a specific 8 understanding heading into June 28 of 2011 what 9 the kickback zone may be, correct? 10 <b>A. No.</b> 11 Q. But you were aware that there is such a thing as 12 a kickback? 13 <b>A. Have I heard of that? Yes.</b> 14 Q. And have you ever seen that happen prior to 15 June 28 of 2011? 16 <b>A. I've felt it happen when I have operated a chain 17 saw when I was younger.</b> 18 Q. And have you ever seen it happen to somebody 19 else? 20 <b>A. No. I'm usually the one that operates. It's 21 very rare that I'm standing assisting.</b> 22 Q. The kickback, that is the situation, in 23 layperson's terms, where the blade actually comes 24 back toward the operator?</p>
<p style="text-align: right;">73</p> <p>1 just stop because it's overheated? 2 <b>A. Yes.</b> 3 Q. Have you ever heard the phrase binding or blade 4 bind used in connection with an actual cutting 5 operation? 6 <b>A. Yes.</b> 7 Q. As the cut is occurring, the pressure of the log 8 or tree that is being cut can pinch against that 9 blade? 10 <b>A. I can see that happening, yes.</b> 11 Q. Are you aware of that? Is that a risk that you 12 know of or knew of before June 28, 2011? 13 <b>A. Yes.</b> 14 Q. Have you ever heard of a kickback? 15 <b>A. Yes.</b> 16 Q. What is a kickback, as you understand it? 17 <b>A. It's usually when something other than what 18 you're intending to cut is in the way, and like 19 you actually hit a second log, okay, and it will 20 kick back because you're trying to cut through 21 two different items. That's my understanding of 22 it. I may not be technically right, but . . .</b> 23 Q. Okay. Are you aware -- maybe you have never 24 heard this -- there is a kickback zone associated</p>	<p style="text-align: right;">75</p> <p>1 <b>A. (Indicates affirmatively.)</b> 2 Q. Yes? 3 <b>A. Yes.</b> 4 Q. And you said you experienced that once? 5 <b>A. Yes.</b> 6 Q. Where the blade actually kicked back toward you? 7 Or were you holding it such that it wouldn't? 8 <b>A. In my case the blade kicked forward. It pulled 9 the saw. It didn't kick back. I was kind of 10 reversed.</b> 11 Q. You have never experienced where it actually came 12 back toward the user? 13 <b>A. I have never had the type of debris around that 14 would cause that, I don't think.</b> 15 Q. Have you ever read any manuals or been taught as 16 to ways to avoid kickback? 17 <b>A. Remove all the debris surrounding the area.</b> 18 Q. Okay. 19 <b>A. I was warned what kickback was when I was first 20 taught it. You don't want anything in the way 21 other than what you're cutting. My understanding 22 of kickback, the way that I was taught, it 23 usually requires hitting a second object.</b> 24 <b>MS. FREEMAN: Wait for the question.</b></p>

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1 Okay?

2 THE WITNESS: All right.

3 Q. In terms of how to hold the chain saw, as you

4 recall, what was the training you received in how

5 to hold the chain saw?

6 A. Both hands.

7 Q. Okay. Where would your dominant hand be?

8 A. On the trigger.

9 Q. And then you would use the right hand on the

10 trigger?

11 A. Yes.

12 Q. Left hand on the bar that is on the top of the

13 chain saw?

14 A. Yes.

15 Q. Have you ever personally experienced a situation

16 where you were cutting a branch or a limb of some

17 sort that had pressure on it that was bending it?

18 A. Yes.

19 Q. Yes?

20 A. Yes.

21 Q. And were you taught or did you learn any risks

22 that might be associated with doing that

23 activity, cutting a branch that had downward

24 pressure on one end of it?

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1 A. I was taught to attack the pressure from the

2 other side so that you didn't get the bind in

3 there.

4 Q. And to avoid binding, if you cut right into the

5 pressure area, the pressure zone, what could

6 potentially happen that you're trying to avoid?

7 A. The weight of the limb will pinch the chain and

8 thus bending the bar.

9 Q. And if the blade of the chain saw gets pinched,

10 I guess it gets in combination, the chain is also

11 likely to be pinched?

12 A. Yes.

13 Q. Now, we talked about your connection to

14 Mr. Gagnon before the June 28, 2011 incident,

15 seeing him a few times a year during that last

16 two years leading up to it, correct?

17 A. Yes.

18 Q. What about since this happened? How often do you

19 see him?

20 A. Immediately after I saw him. He came over and

21 wanted to see how I was doing. But since -- I

22 want to say I don't know how long it's been now,

23 but it's been at least six months, maybe a little

24 longer that he hasn't talked to me at all.

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1 Q. Okay. So you haven't talked to him at all for

2 the last six months?

3 A. No.

4 Q. And that takes us into the middle of 2012. There

5 is still like a whole year in there between the

6 accident and when the communication stopped.

7 What was the frequency of contact over that year

8 before all the communication stopped?

9 A. Right after the incident he was coming by every

10 couple of weeks for about a month and a half, two

11 months, three months maybe. And I even went up

12 to his place once or twice.

13 Q. What happened a year out that stopped all the

14 communication, if you know?

15 A. He got a letter from an attorney's office.

16 Q. Did he call you to talk about that letter?

17 A. Yes.

18 Q. Okay. What do you recall the substance of the

19 conversation -- strike that. That's a bad

20 question. Do you recall the conversation you had

21 with him once he got that letter?

22 A. I recall, yes.

23 Q. Tell me what you recall talking to him about.

24 Who called who?

79

1 A. He wanted to know what it was.

2 Q. He called you?

3 A. Yes.

4 Q. Tell me about the conversation, what he said and

5 what you said.

6 A. He said, "Why am I getting letters at my home

7 when it happened at my mom's house?"

8 Q. Did you share with him any thoughts on that?

9 A. I said, "It's from my attorney."

10 Q. Did you talk about the day of the event when he

11 called you?

12 A. Not so much. He was upset. And from what I

13 gathered out of the whole thing, he may not have

14 told his wife the entire truth about it, and she

15 is the one who got the letter.

16 Q. Okay.

17 A. He was real upset.

18 Q. What is it that you believe he didn't tell his

19 wife?

20 A. That there may be any aftermath.

21 Q. Did he share something with you that caused you

22 to believe that, or is that just your

23 supposition?

24 A. He kind of said -- well, he basically said, you

80

1 know, his wife didn't know, and he didn't

2 appreciate the letters coming to his house. He

3 wanted my attorney to stop sending them.

4 Q. Okay. Other than him calling to ask why the

5 letters were coming and you telling him that it

6 was your attorney sending it and whatever

7 discussion occurred that caused you to believe

8 his wife didn't know about it, any other

9 discussion or any other subjects that you recall

10 being discussed during that phone call?

11 A. Yes.

12 Q. What?

13 A. May I confer with her for a minute? Can we have

14 a break?

15 Q. Was your attorney there for that telephone call?

16 A. No. But he was e-mailed right thereafter the

17 same day.

18 MR. BARCH: Well, I don't want to deprive

19 you of a chance to talk to your attorney. Go

20 ahead.

21 (At this time a short recess was taken.)

22 CONTINUED EXAMINATION BY MR. BARCH:

23 Q. Mr. Dulberg, I was asking you about the phone

24 conversation you had with Mr. Gagnon, the one

81

1 that precipitated the break-off of

2 communications. Okay? And we have talked about

3 him calling wanting to know why he was getting

4 letters, your view that maybe his wife was upset

5 with him. And I'm paraphrasing, of course.

6 A. Uh-huh.

7 Q. And you also mentioned that you did not really

8 talk about what happened on June 28, 2011. And

9 then I asked the question I thought about -- I

10 thought I asked whether or not there was anything

11 else that you recall being discussed that day

12 during that phone conversation. And then I

13 thought that was the impetus to your request to

14 meet with your counsel. Does that get us back to

15 where we were?

16 A. Yes.

17 Q. Okay. And it may be difficult to talk about, you

18 know, this breakdown in communication between you

19 and Mr. Gagnon because you have known him for

20 years, but it's important to me to know what you

21 guys talked about. So to the extent it doesn't

22 involve your attorney, I would like to know what

23 you guys discussed.

24 MS. FREEMAN: No conversations between you

82

1 and Hans or me. Your conversations with the

2 defendant.

3 MR. BARCH: That's right.

4 A. Okay. He was just very upset that he was

5 receiving all of this stuff at his house. Can

6 you repeat where you were at?

7 Q. I'm just trying to figure out if there was

8 anything else you and Mr. Gagnon discussed that

9 last phone call you had together besides him

10 being mad about getting letters, your belief his

11 wife might not have known the whole story, and

12 also him being upset about the whole thing.

13 A. Yes. He was very upset. I'm not going to tell

14 you some of the profanity, but he was very upset.

15 Q. I take it then he was very upset that he was

16 being sued?

17 A. He didn't understand why he was responsible at

18 all if it happened on his mom's property. That

19 was his big . . .

20 Q. Did you and he talk about the idea that he was

21 running the chain saw?

22 A. I said, "Yeah, you are responsible," and I said,

23 "It's time you have to tell people about this.

24 You know, they are going to want to know." And

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1 he did not want to do -- he said he was tired of

2 the whole thing. He had heard from his mom about

3 it for months, and he did not want to hear it

4 anymore, and he is sick of it, and he went on,

5 and he was ranting.

6 Q. During this rant and your effort to explain to

7 him why he was getting letters, did you and he

8 ever discuss the subject of what happened?

9 A. I think we both know what happened.

10 Q. Did you actually discuss it that day during the

11 call?

12 A. No. Not the details of what happened, no.

13 Q. No comments about "Well, you were running the

14 saw," or "You were holding the limb"? Nothing

15 along those lines? No details about what

16 happened?

17 A. I said, "You're the one who was operating the

18 chain saw. Of course the lawyers are going to

19 want to talk to you. They are going to send you

20 papers."

21 Q. And in response did he make any comments to you

22 about your involvement that day?

23 A. He just went on about how he did not want to hear

24 it.

84

1 Q. Okay.

2 A. **That was the gist of it.**

3 Q. All right. So you have known David for a long

4 time prior to this. And then Mr. and

5 Mrs. McGuire, Caroline and Bill, they are

6 married, of course?

7 A. **Yes, I believe so.**

8 Q. How often would you encounter the McGuires?

9 A. **In recent years I would actually encounter the**

10 **McGuires more than I would David.**

11 Q. How is it you would have more contact with them

12 than David?

13 A. **Caroline worked with me at Intermatic for ten**

14 **years. Not side by side, but she worked there.**

15 Q. Is it Intermatic did you say?

16 A. **Yes.**

17 Q. Different jobs?

18 A. **Yes.**

19 Q. Just worked for the same employer?

20 A. **Yes.**

21 Q. Did you guys have lunches together or anything

22 like that?

23 A. **No.**

24 Q. So other than seeing her in passing, did you even

85

1 really talk to her?

2 A. **If I had some downtime and she was working near**

3 **me, I would go over and say, "Hey, how's it**

4 **going?"**

5 Q. Just general pleasantries?

6 A. **Yes.**

7 Q. You did not see Caroline and Bill on a social

8 basis?

9 A. **No.**

10 Q. And outside of your contact with her at

11 Intermatic over the ten years leading up to this

12 event, how often would you see either her or

13 Bill?

14 A. **Outside of work, couple of times a year at the**

15 **grocery store or something. I mean, just say hi.**

16 **In fact, I just ran into Bill two weeks ago.**

17 Q. So would it be fair to characterize your contact

18 with the McGuires during the -- and putting your

19 contact with Caroline at Intermatic aside, but

20 outside of work, your contact with the McGuires

21 would just be happenstance, bumping into them?

22 A. **Yes.**

23 Q. There was no reason for you to go over there and

24 visit with them?

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1 A. **No.**

2 Q. They didn't have you over to parties or anything?

3 A. **I should correct that. I did go over there a**

4 **couple of times just to see Caroline right after**

5 **Intermatic did their big layoff. That was more**

6 **about work.**

7 Q. When did the big layoff occur?

8 A. **It went on for a couple of years. They've phased**

9 **down. It was between 2007 or '8 and 2010. I**

10 **think they are still laying off. They are**

11 **probably going to go out of business.**

12 Q. The visit or two that you had at her home during

13 the layoff would have been sometime during this

14 period you were talking about, 2008 to 2010?

15 A. **Yes, somewhere in there. When I heard that she**

16 **lost her job, that is when I stopped over.**

17 Q. Just to basically express your sympathy or what

18 have you, empathy?

19 A. **(Indicates affirmatively.)**

20 Q. All right. Prior to June 28 of 2011 had you ever

21 been to the McGuires' house to perform any type

22 of function around their house; repair,

23 maintenance, handyman work, anything?

24 A. **Prior to it?**

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1 Q. Yes.

2 A. **Mostly it was years earlier, and it was body**

3 **restoration in her garage with her son David. I**

4 **don't think I ever repaired anything around there**

5 **in the house or anything. I may have helped**

6 **shovel the driveway once as a kid.**

7 Q. All right. So we have got the -- you have

8 mentioned that early on right after high school

9 you would help David with the restoration of old

10 cars?

11 A. **Yes.**

12 Q. That was done in the garage at the McGuires'?

13 A. **Yes.**

14 Q. Putting that activity -- and that was years ago,

15 correct?

16 A. **Yes.**

17 Q. But we're talking like more than five or ten?

18 A. **Oh, yes.**

19 Q. And then you mentioned that you might have helped

20 David shovel when you were kids?

21 A. **Yes.**

22 Q. All right. But let's get into like the last five

23 to ten years. Did you ever go over to the

24 McGuires' house to perform any type of

<p style="text-align: right;">88</p> <p>1 maintenance function at their home, any repair 2 function at the home? 3 <b>A. No.</b> 4 <b>Q. Or any kind of handyman work of any kind?</b> 5 <b>A. The closest thing to that I think was she needed 6 to go to Menards to get some wood, and I had a 7 truck and a trailer, and I took her over there, 8 her and her son, and got the wood and drove her 9 back home. And that was it. I didn't actually 10 perform any function.</b> 11 <b>Q. And when was that in relation to 2011?</b> 12 <b>A. Wait. Wait. I stand corrected. The month or 13 two prior to this incident I took down a shed. 14 It wasn't just me. And we didn't take it down. 15 They just unbolted it from the bottom, and we all 16 just carried it out to the front of the yard and 17 put it on my trailer. They needed as many hands 18 as they could get, and I happened to be free.</b> 19 <b>Q. Okay. So a month or two before this event there 20 was a shed that was removed from the property?</b> 21 <b>A. Yes. I don't even know if it was a month. Maybe 22 four weeks.</b> 23 <b>Q. Sometime before?</b> 24 <b>A. Just right before, yes.</b></p>	<p style="text-align: right;">90</p> <p>1 <b>Q. What happened to -- it was your trailer?</b> 2 <b>A. Yes.</b> 3 <b>Q. Where did it go?</b> 4 <b>A. It went around the block to my house, and then I 5 took it over to the scrap place.</b> 6 <b>Q. Did you use it for a period of time?</b> 7 <b>A. It sat there. I threw some hoses in there when I 8 got more stuff to go to the scrap guy. Took it 9 all over.</b> 10 <b>Q. When did you dispose of it?</b> 11 <b>A. This year. No. 2012.</b> 12 <b>Q. So you had it through the winter of 2011-2012?</b> 13 <b>A. Yes.</b> 14 <b>Q. So you used it about a year and then got rid of 15 it?</b> 16 <b>A. Yes. It was just sitting there. I didn't want 17 to use it. It wasn't --</b> 18 <b>Q. (Interrupting) When you were there -- when you 19 were there to have this thing put onto your 20 trailer, who else was there besides you?</b> 21 <b>A. David, Bill and Carol.</b> 22 <b>Q. So did all four of you then lift this thing up?</b> 23 <b>A. You need one on each corner.</b> 24 <b>Q. Okay. Besides helping them get the shed off the</b></p>
<p style="text-align: right;">89</p> <p>1 <b>Q. It still would have been 2011?</b> 2 <b>A. (Indicates affirmatively.)</b> 3 <b>Q. Yes?</b> 4 <b>A. Yes.</b> 5 <b>Q. This shed, you say it was just unbolted from its 6 foundation?</b> 7 <b>A. Yes. It was one of those flimsy steel sheds.</b> 8 <b>Q. Steel deal?</b> 9 <b>A. Real light.</b> 10 <b>Q. How big was it?</b> 11 <b>A. It was a big one.</b> 12 <b>Q. You're talking 10 feet by 9? I mean, how big? 13 Do you recall?</b> 14 <b>A. I would guess -- and I don't know. They know 15 what size it was. It was a bigger one. Probably 16 10 by 12.</b> 17 <b>Q. That is an estimate, right?</b> 18 <b>A. Yes.</b> 19 <b>Q. And then did you say a group of people picked it 20 up whole and put it onto a trailer?</b> 21 <b>A. Yes.</b> 22 <b>Q. Was it placed on like a flatbed trailer or 23 something?</b> 24 <b>A. Yes.</b></p>	<p style="text-align: right;">91</p> <p>1 property, do you recall any other work that you 2 may have done or assistance you may have offered 3 around the property prior to June 28 of 2011? 4 <b>A. Recently. That's about it.</b> 5 <b>Q. Did Mr. or Mrs. McGuire -- I'm going to use them 6 in combination. If one or the other did 7 something, tell me. But did either of the 8 McGuires ever train you on how to use a chain 9 saw?</b> 10 <b>A. No.</b> 11 <b>Q. Did either of the McGuires ever demonstrate how 12 to use a chain saw for you?</b> 13 <b>A. No.</b> 14 <b>Q. Did you ever help Bill or Caroline cut trees down 15 prior to June 28, 2011?</b> 16 <b>A. Once.</b> 17 <b>Q. And when was that?</b> 18 <b>A. Again, it was a few weeks prior. About the same 19 time we took the shed.</b> 20 <b>Q. Okay. So there was another occasion where you 21 were out there tending to trees?</b> 22 <b>A. No. Her son David called me and asked me if he 23 could borrow my chain saw.</b> 24 <b>Q. Okay.</b></p>

<p style="text-align: right;">92</p> <p>1 <b>A.</b> <b>And I brought it over.</b></p> <p>2 <b>Q.</b> So David called you for a chain saw?</p> <p>3 <b>A.</b> <b>Yes.</b></p> <p>4 <b>Q.</b> And other than bringing it over, did you help</p> <p>5 David at all?</p> <p>6 <b>A.</b> <b>I picked up some sticks on the ground. He did</b></p> <p>7 <b>all of the cutting except for I did cut one</b></p> <p>8 <b>thing, and it was -- when it was all done and</b></p> <p>9 <b>cleaned up, they had a stump, and I tried to make</b></p> <p>10 <b>it as close to the ground as possible, and that</b></p> <p>11 <b>was it. That's the only cutting I did.</b></p> <p>12 <b>Q.</b> When you say you picked up some branches --</p> <p>13 <b>A.</b> <b>(Interrupting) Yes.</b></p> <p>14 <b>Q.</b> When you say picked up branches, what are you</p> <p>15 talking about? Bundles? A couple twigs?</p> <p>16 <b>A.</b> <b>It was an apple tree. So they were small, and</b></p> <p>17 <b>David cut it. He cut the whole tree down, and</b></p> <p>18 <b>Bill and I were standing there talking, and we</b></p> <p>19 <b>were taking them over to where they were -- their</b></p> <p>20 <b>garden area.</b></p> <p>21 <b>Q.</b> So on this occasion David cut down the entire</p> <p>22 apple tree?</p> <p>23 <b>A.</b> <b>Yes.</b></p> <p>24 <b>Q.</b> With the exception of that stump that you tied</p>	<p style="text-align: right;">94</p> <p>1 <b>A.</b> <b>I got pop.</b></p> <p>2 <b>Q.</b> Pop. Were you expecting money?</p> <p>3 <b>A.</b> <b>No. I wasn't there to do any work.</b></p> <p>4 <b>Q.</b> And you don't have any insight as to the</p> <p>5 connection between David -- strike that. You</p> <p>6 don't have any insight as to the arrangement</p> <p>7 between the McGuires and Mr. Gagnon on that day</p> <p>8 when he was taking down the apple tree?</p> <p>9 <b>A.</b> <b>No.</b></p> <p>10 <b>Q.</b> For all you know it could have been a favor for</p> <p>11 his parents?</p> <p>12 <b>A.</b> <b>Yes.</b></p> <p>13 <b>Q.</b> Or perhaps he was paid? We don't know? You</p> <p>14 don't know?</p> <p>15 <b>A.</b> <b>Right.</b></p> <p>16 <b>Q.</b> When you said that David was the one that took</p> <p>17 the tree down by himself that time, the apple</p> <p>18 tree --</p> <p>19 <b>A.</b> <b>(Interrupting) Yes.</b></p> <p>20 <b>Q.</b> -- do you happen to know, prior to David setting</p> <p>21 out to do the tree, whether Mr. McGuire or</p> <p>22 Mrs. McGuire gave him any instruction on how to</p> <p>23 use a chain saw?</p> <p>24 <b>A.</b> <b>Not to my knowledge.</b></p>
<p style="text-align: right;">93</p> <p>1 up?</p> <p>2 <b>A.</b> <b>Right. About four inches of stump sticking up,</b></p> <p>3 <b>yes.</b></p> <p>4 <b>Q.</b> And the assistance that you gave, you helped get</p> <p>5 that stump to a more presentable condition closer</p> <p>6 to the ground?</p> <p>7 <b>A.</b> <b>Yes, I did.</b></p> <p>8 <b>Q.</b> And then you helped Bill move some of the</p> <p>9 branches to a different area on the property?</p> <p>10 <b>A.</b> <b>They were already cut up, so yes.</b></p> <p>11 <b>Q.</b> Were they tied in bundles, or did you --</p> <p>12 <b>A.</b> <b>(Interrupting) They were just loose.</b></p> <p>13 <b>Q.</b> Loose. Did you just pick them up and carry them?</p> <p>14 <b>A.</b> <b>Yes.</b></p> <p>15 <b>Q.</b> Did you get paid by the McGuires?</p> <p>16 <b>A.</b> <b>No.</b></p> <p>17 <b>Q.</b> Do you know if David was paid by the McGuires to</p> <p>18 take down that tree?</p> <p>19 <b>A.</b> <b>Which tree?</b></p> <p>20 <b>Q.</b> The apple tree.</p> <p>21 <b>A.</b> <b>I don't know.</b></p> <p>22 <b>Q.</b> Did you get any kind of remuneration or</p> <p>23 consideration or gifts of any kind for helping</p> <p>24 that day with your chain saw?</p>	<p style="text-align: right;">95</p> <p>1 <b>Q.</b> Do you know if they were even out in the property</p> <p>2 -- out in the yard when he was doing that work?</p> <p>3 <b>A.</b> <b>Yes, they were.</b></p> <p>4 <b>Q.</b> They were there as he was cutting or afterward?</p> <p>5 <b>A.</b> <b>Both.</b></p> <p>6 <b>Q.</b> You saw the McGuires present when David was using</p> <p>7 the chain saw?</p> <p>8 <b>A.</b> <b>Yes.</b></p> <p>9 <b>MS. FREEMAN: Counsel, are we talking</b></p> <p>10 <b>about the apple tree?</b></p> <p>11 <b>MR. BARCH: Yes, the apple tree.</b></p> <p>12 <b>Q.</b> And while you were there -- I guess you were</p> <p>13 present, I take it, then, when the McGuires were</p> <p>14 on the property and David was using the chain saw</p> <p>15 to cut the apple tree apart?</p> <p>16 <b>A.</b> <b>Yes.</b></p> <p>17 <b>Q.</b> Do you recall over hearing or seeing Mr. McGuire</p> <p>18 or Mrs. McGuire instructing David on how to use</p> <p>19 that chain saw while you were there?</p> <p>20 <b>A.</b> <b>Not how to use the chain saw. Just what they</b></p> <p>21 <b>wanted gone.</b></p> <p>22 <b>Q.</b> So they were telling him which parts of the tree</p> <p>23 they wanted gone?</p> <p>24 <b>A.</b> <b>They wanted the whole tree gone.</b></p>

<p style="text-align: right;">96</p> <p>1 Q. So anything beyond that, saying take the whole 2 thing down? 3 <b>A. The two of them were bickering back and forth 4 about all different things. They were talking 5 about all different trees they wanted -- I didn't 6 keep up with --</b> 7 Q. (Interrupting) The two of them meaning Mr. and 8 Mrs. McGuire? 9 <b>A. Yes. And her son. I didn't get into any of 10 that. That is whatever they wanted to do.</b> 11 Q. So there is some banter, bickering, whatever you 12 want to call it, over which trees needed to come 13 down? 14 <b>A. Right.</b> 15 Q. Besides identifying the trees that they wanted 16 either trimmed or removed, do you recall 17 Mr. McGuire or Mrs. McGuire telling David how to 18 go about taking down the tree with the chain saw? 19 <b>A. I think Bill and Dave talked about that a little 20 bit, how they were going to do it.</b> 21 Q. Okay. 22 <b>A. I didn't have anything to do with it.</b> 23 Q. What did you overhear David saying to Bill or 24 Bill saying to David with respect to the apple</p>	<p style="text-align: right;">98</p> <p>1 <b>A. Right.</b> 2 Q. You don't recall Mr. McGuire telling David how to 3 use the chain saw, though? That didn't happen in 4 your presence? 5 <b>A. No.</b> 6 Q. Correct? 7 <b>A. Correct.</b> 8 Q. And you don't recall Mr. McGuire demonstrating 9 the chain saw for Mr. Gagnon that day either, 10 correct? 11 <b>A. No -- yes, that's correct.</b> 12 Q. David was just using the chain saw in his 13 presence? Is that how you recalled it? 14 <b>A. Yes.</b> 15 Q. Now, you were going to say you do recall 16 something else that happened as we were asking 17 questions about it. 18 <b>A. You were asking about instruction, and Caroline 19 was worried because part of the tree was over the 20 house, and she was telling him to take it -- they 21 were talking about the way to take the tree down 22 without any of it touching the house at all; and 23 they worked it out and did it, you know.</b> 24 Q. All right. So that is something that sticks out</p>
<p style="text-align: right;">97</p> <p>1 tree? 2 <b>A. Well, the only thing that I did anything about, I 3 remember Bill was complaining that it was 4 sticking up out of the ground, and I was putting 5 the chain saw away in the case so I could take it 6 home, and I took it back out of the case and 7 said, "I'll take the four inches off for you," 8 because David was already gone or he was in the 9 house doing something, and I just wanted to get 10 it done and head out of there. I didn't want to 11 wait for him, so I did that. But as far as them 12 instructing each other, they were mostly talking 13 amongst each other.</b> 14 Q. What I'm driving at is you recall hearing them 15 discuss/bicker over -- 16 <b>A. (Interrupting) I do remember. I do remember.</b> 17 Q. Hold on. You do recall hearing them bicker or 18 discuss which trees needed to come down totally 19 or which ones needed to be trimmed? That is 20 something you recall them bickering about, 21 correct? 22 <b>A. Yes.</b> 23 Q. And you recall Mr. McGuire being dissatisfied 24 with the way the stump looked after David left?</p>	<p style="text-align: right;">99</p> <p>1 in your mind? There was a tree -- part of the 2 tree is over the house, and there was a concern 3 about damaging the house? 4 <b>A. I remember that, yes.</b> 5 Q. And there was a discussion as to how to get the 6 tree removed without hurting the house? 7 <b>A. Yes.</b> 8 Q. Was it successful? Did they do it? 9 <b>A. Yes.</b> 10 Q. Did anybody get hurt, as far as you know, that 11 day with the chain saw? 12 <b>A. No.</b> 13 Q. And you had no connection to any of the cutting 14 that day, correct? 15 <b>A. Other than picking up the sticks and cutting the 16 stump, that was it.</b> 17 Q. That's right. I take it back. You did cut the 18 stump closer to the ground? 19 <b>A. Yes.</b> 20 Q. But in terms of the work, David did the actual 21 severing of the branches and cutting the limbs 22 and things? You were not helping him do that? 23 <b>A. I was just taking the cut branches over to the 24 pile where they were going to burn it or whatever</b></p>

100	<p>1 they wanted to do with it.</p> <p>2 Q. Let's go to June 28, 2011 then. Did Mr. or</p> <p>3 Mrs. McGuire ask you to come over?</p> <p>4 A. David did.</p> <p>5 Q. So Mr. and Mrs. McGuire did not call you up and</p> <p>6 ask you to come over?</p> <p>7 A. No.</p> <p>8 Q. So your involvement started with a call from</p> <p>9 David?</p> <p>10 A. Yes.</p> <p>11 Q. What do you recall him saying when he called you?</p> <p>12 A. He said he was taking down another tree for his</p> <p>13 mom. And I said, "Do you need the chain saw?"</p> <p>14 And he said, "No." And I was like "Oh." He</p> <p>15 said, "Do you want the wood?" "Well, I'll come</p> <p>16 over and see what you got." Because he was</p> <p>17 trying to explain to me which tree it was, but I</p> <p>18 wasn't sure. So I said, you know, "I can come</p> <p>19 over and take a look in the morning."</p> <p>20 Q. I forgot to ask you. Did you take any of the</p> <p>21 wood that was cut down of the apple tree wood?</p> <p>22 A. No.</p> <p>23 Q. Okay. So you agreed to come over and take a look</p> <p>24 at the wood that was being -- I guess the tree</p>	102	<p>1 Q. And so when you went to the McGuires' that day, I</p> <p>2 take it you didn't bring anything with you?</p> <p>3 A. Just my truck.</p> <p>4 Q. Just your truck?</p> <p>5 A. Yes. And my dog.</p> <p>6 Q. Your dog did you say?</p> <p>7 A. Yes.</p> <p>8 Q. Did you have a pickup truck?</p> <p>9 A. Tahoe.</p> <p>10 Q. What were you going to do -- where were you going</p> <p>11 to put the wood if you did take some?</p> <p>12 A. I was going to go back home and get a trailer.</p> <p>13 Q. You weren't even sure you were taking wood at</p> <p>14 that point?</p> <p>15 A. Yes, exactly.</p> <p>16 Q. You went out there in your personal vehicle with</p> <p>17 your dog?</p> <p>18 A. Yes.</p> <p>19 Q. At that point you were not planning to assist</p> <p>20 him; just to check the wood to see if you wanted</p> <p>21 it?</p> <p>22 A. Correct.</p> <p>23 Q. On arrival who was there?</p> <p>24 A. David, his mom Caroline, Bill. And at some point</p>
101	<p>1 wood that was -- strike that -- the remains of</p> <p>2 the tree that was being taken down on June 28?</p> <p>3 A. Right.</p> <p>4 Q. And heading over there was it your plan or did</p> <p>5 you anticipate helping him?</p> <p>6 A. Not with -- he said he had a chain saw, and he</p> <p>7 does it all himself. So I anticipated just</p> <p>8 getting the wood, you know, if I wanted it.</p> <p>9 Q. Okay. And prior to arriving at the property did</p> <p>10 you call the McGuires?</p> <p>11 A. I don't think so, no -- you know what, I --</p> <p>12 strike that. I don't remember if I called to</p> <p>13 make sure he was there before I left in the</p> <p>14 morning or not. I don't remember. I may have.</p> <p>15 Q. So he called you not on the day of, but some</p> <p>16 other point to alert you he would be there on</p> <p>17 that day?</p> <p>18 A. Yes.</p> <p>19 Q. So you may have checked just to see if he was</p> <p>20 there?</p> <p>21 A. Yes.</p> <p>22 Q. Do you recall that being the case, or it's just a</p> <p>23 possibility?</p> <p>24 A. It's a possibility.</p>	103	<p>1 in there his sister showed up.</p> <p>2 Q. Bill's sister?</p> <p>3 A. No, David's sister Diane. She was there. I</p> <p>4 don't remember when she came and went. She was</p> <p>5 there.</p> <p>6 Q. And on arrival are they all in the house, or is</p> <p>7 the cutting ongoing and they are all outside?</p> <p>8 What do you recall?</p> <p>9 A. David was -- he came walking around the side of</p> <p>10 the house as I pulled up -- they must have seen</p> <p>11 me -- and said, "Hey, how's it going," you know,</p> <p>12 and I said, "Morning." He wanted to show me what</p> <p>13 he had.</p> <p>14 Q. So you went around back and looked?</p> <p>15 A. Yes.</p> <p>16 Q. How much of the tree was down at this point?</p> <p>17 A. None.</p> <p>18 Q. What kind of tree was it?</p> <p>19 A. Pine.</p> <p>20 Q. We're talking like a Christmas tree type, or the</p> <p>21 big one with all the ugly branches?</p> <p>22 A. They all have big ugly branches. It was the</p> <p>23 Christmas tree type.</p> <p>24 Q. How tall was this thing?</p>

104	<p>1 <b>A. We all guessed at that. I think around 60 feet.</b></p> <p>2 <b>Q. And that's an estimate, correct?</b></p> <p>3 <b>A. Yes.</b></p> <p>4 <b>Q. None of it had been trimmed up at that point?</b></p> <p>5 <b>A. Correct.</b></p> <p>6 <b>Q. All right. And now you and David are back there</b> 7 <b>looking at it, correct?</b></p> <p>8 <b>A. Bill came out. Carol came out. They were all</b> 9 <b>out there.</b></p> <p>10 <b>Q. That is what I was going to ask next. Who else</b> 11 <b>was back there with you when you were looking at</b> 12 <b>it before the work started?</b></p> <p>13 <b>A. Everybody.</b></p> <p>14 <b>Q. Okay. And at some point the cutting began?</b></p> <p>15 <b>A. Yes.</b></p> <p>16 <b>Q. All right. Between the time you arrived and you</b> 17 <b>went back with David to look at the tree -- and I</b> 18 <b>think you said Bill and Carol were there, too?</b></p> <p>19 <b>A. Uh-huh.</b></p> <p>20 <b>Q. Yes?</b></p> <p>21 <b>A. Yes.</b></p> <p>22 <b>Q. Between that point in time and the time the tree</b> 23 <b>cutting actually started what discussions do you</b> 24 <b>recall about this project?</b></p>	106	<p>1 <b>A. (Interrupting) They bicker like cats and dogs.</b></p> <p>2 <b>Q. You have used that phrase "bicker." When you say</b> 3 <b>bicker --</b></p> <p>4 <b>A. (Interrupting) Discuss.</b></p> <p>5 <b>Q. Was she telling him she wanted certain trees down</b> 6 <b>and he did not want to take those down or --</b></p> <p>7 <b>A. (Interrupting) Yes.</b></p> <p>8 <b>Q. -- he wanted some down that she did not want</b> 9 <b>down?</b></p> <p>10 <b>A. Both ways.</b></p> <p>11 <b>Q. Okay. So other than identifying which additional</b> 12 <b>trees had to be trimmed or cut down versus, you</b> 13 <b>know, left alone, do you recall any other</b> 14 <b>discussion between David and Caroline prior to</b> 15 <b>him undertaking the effort to actually cut</b> 16 <b>things?</b></p> <p>17 <b>A. She was telling him about she -- the putting oil</b> 18 <b>in the chain saw. And he was like "I know. I</b> 19 <b>know, Mom," you know. Because it was brand-new.</b> 20 <b>They had just bought it. It was all little</b> 21 <b>things. And a lot of the discussion didn't have</b> 22 <b>anything to do with the tree. We're talking</b> 23 <b>about other things like other kids in the family</b> 24 <b>and -- you know.</b></p>
105	<p>1 <b>A. They showed me the new chain saw they bought</b></p> <p>2 <b>Q. Okay.</b></p> <p>3 <b>A. After that I was joking around with Bill a little</b> 4 <b>bit. He was telling me about his vacation. Did</b> 5 <b>a lot of talking about his vacation. We talked</b> 6 <b>about that all day.</b></p> <p>7 <b>Q. Okay.</b></p> <p>8 <b>A. I was playing with the dog. Carol loves my dog.</b> 9 <b>Just simple pleasantries. Nothing -- it wasn't</b> 10 <b>really about the work.</b></p> <p>11 <b>Q. Do you recall any discussion about the work</b> 12 <b>between the time you went behind the house to</b> 13 <b>look at the tree and the time David started work</b> 14 <b>on the tree?</b></p> <p>15 <b>A. David was talking about the work that he was</b> 16 <b>going to do, where he was going to drop it, how</b> 17 <b>he was going to take it down. He was telling</b> 18 <b>Bill and Carol how he was going to do this.</b></p> <p>19 <b>Q. Do you recall during that process Caroline</b> 20 <b>McGuire trying to override any decision that</b> 21 <b>David had?</b></p> <p>22 <b>A. Yes. But not about that tree. About other</b> 23 <b>trees.</b></p> <p>24 <b>Q. Okay. Well, what do you recall Caroline's --</b></p>	107	<p>1 <b>Q. When David explained his plan for taking down the</b> 2 <b>tree, you heard part of that?</b></p> <p>3 <b>A. Yes.</b></p> <p>4 <b>Q. Okay. Do you recall Caroline disagreeing with</b> 5 <b>him about how to go about taking down that tree?</b></p> <p>6 <b>A. Not too much, no.</b></p> <p>7 <b>Q. What about Bill?</b></p> <p>8 <b>A. Bill just stood -- Bill wanted to make sure it</b> 9 <b>wouldn't hit the pool or the garage. Same thing</b> 10 <b>with Caroline. They did not want any damage to</b> 11 <b>their property other than it falling on the</b> 12 <b>grass.</b></p> <p>13 <b>Q. That would seem to be any property owner's</b> 14 <b>concern is that they didn't get other damage.</b></p> <p>15 <b>A. Sure.</b></p> <p>16 <b>Q. But in terms of how to go about doing that, other</b> 17 <b>than alerting Mr. Gagnon that they did not want</b> 18 <b>the house hurt or the pool damaged or anything</b> 19 <b>like that, do you recall any comments from either</b> 20 <b>Mr. McGuire or Mrs. McGuire as to how to go about</b> 21 <b>doing that, or was that a decision that -- or a</b> 22 <b>plan that Paul -- I'm sorry -- Mr. Gagnon came up</b> 23 <b>with, from your vantage point?</b></p> <p>24 <b>A. He came up with it. He said what he was going to</b></p>

<p style="text-align: right;">108</p> <p>1 do, and he did.</p> <p>2 Q. Okay. In terms of discussions then leading, I</p> <p>3 guess, from the time you got behind the house to</p> <p>4 the point in time where David started working on</p> <p>5 the tree -- and specifically I'm talking about</p> <p>6 conversations you overheard with the McGuires and</p> <p>7 Mr. Gagnon -- there was concern about not</p> <p>8 damaging the house or pool?</p> <p>9 A. Uh-huh.</p> <p>10 Q. And there was also discussion over which tree</p> <p>11 should be cut and which tree should not be cut --</p> <p>12 A. (Interrupting) Uh-huh.</p> <p>13 Q. -- correct? And then you remember them talking</p> <p>14 about the chain saw being new and Mrs. McGuire</p> <p>15 concerned about making sure there is oil in it?</p> <p>16 A. Yes.</p> <p>17 Q. Anything else you can recall?</p> <p>18 A. That's about it. I'm sure there were other</p> <p>19 things.</p> <p>20 Q. Did David consult with you about how to get the</p> <p>21 tree down?</p> <p>22 A. Not much. He asked me how tall I thought it was.</p> <p>23 But he knew how to measure out pacing or</p> <p>24 something, some trigonometry thing. He figured</p>	<p style="text-align: right;">110</p> <p>1 A. No.</p> <p>2 Q. At what point between the time they started</p> <p>3 cutting to the point where you were hurt did they</p> <p>4 leave?</p> <p>5 A. Well, Bill was in and out of the house getting</p> <p>6 things to drink and whatnot and talking to</p> <p>7 Caroline. I don't know when he disappeared that</p> <p>8 last time. But Dave's sister was in the pool,</p> <p>9 and she disappeared, too. I think she went home.</p> <p>10 I don't know what happened to her. But, yes, it</p> <p>11 was -- he was in and out, you know.</p> <p>12 Q. Okay. Why don't you tell me about the work you</p> <p>13 saw David do between the time he started it and</p> <p>14 the time you actually started helping him with</p> <p>15 any aspect of it.</p> <p>16 A. He was taking off the lower branches of the pine</p> <p>17 tree.</p> <p>18 Q. Okay. So you're just standing there watching</p> <p>19 this?</p> <p>20 A. Oh, yes.</p> <p>21 Q. And so the first task that you saw him undertake,</p> <p>22 he was using the chain saw to cut some of the</p> <p>23 lower branches off of this pine tree?</p> <p>24 A. Yes.</p>
<p style="text-align: right;">109</p> <p>1 out how tall it was.</p> <p>2 Q. So, I mean, did it appear to you that he looked</p> <p>3 like he knew what he was doing?</p> <p>4 A. Oh, yes.</p> <p>5 Q. You say you saw him actually measuring things?</p> <p>6 A. Yes.</p> <p>7 Q. Like just walking it off in feet, or did he have</p> <p>8 a tape measure out there?</p> <p>9 A. No. He paced it off. He was estimating the</p> <p>10 height of the tree from where it would fall.</p> <p>11 Q. Okay. Any other preparations that you observed</p> <p>12 him undertake before he actually began cutting?</p> <p>13 A. Preparations? Getting the chain saw ready. He</p> <p>14 ate breakfast in between. He's the kind of guy</p> <p>15 that would work for 10 minutes and then take a</p> <p>16 20-minute break and work for 10, you know.</p> <p>17 Q. Okay. So at some point the chain saw gets fired</p> <p>18 up, I take it?</p> <p>19 A. Yes.</p> <p>20 Q. And are the McGuires still out in the yard?</p> <p>21 A. I believe so.</p> <p>22 Q. From the Interrogatory answers it looks to me</p> <p>23 like they were not present in the area when you</p> <p>24 actually got hurt?</p>	<p style="text-align: right;">111</p> <p>1 Q. And that was from the ground level?</p> <p>2 A. Pretty much the first lower branches, you know.</p> <p>3 Q. Okay.</p> <p>4 A. And then he worked his way up, you know.</p> <p>5 Q. Got you. How far along with the cutting process</p> <p>6 was he before you did anything to assist him?</p> <p>7 A. He was pretty high in the tree. Probably 25 --</p> <p>8 well, 20 feet. I'm getting -- his chain saw died</p> <p>9 on him. He had a rope. And he lowered it down,</p> <p>10 and he asked for me or Bill to restart it for</p> <p>11 him, and I restarted it. And then he raised it</p> <p>12 back up in the tree and pulled it back up there</p> <p>13 and then just kept going.</p> <p>14 Q. Okay. And so how is he getting up the tree?</p> <p>15 A. He's climbing.</p> <p>16 Q. He's climbing the tree?</p> <p>17 A. Yes.</p> <p>18 Q. Does he have little spikes on his shoes?</p> <p>19 A. I didn't see spikes, no.</p> <p>20 Q. So is he cutting the branch and using the stump</p> <p>21 as a step?</p> <p>22 A. Yes. He had some sort of belt he had wrapped</p> <p>23 around the tree. I have never done anything like</p> <p>24 that, so I -- that's not -- I have -- not that</p>

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1 **skilled.**

2 Q. You have never cut a tree down the size of this

3 one?

4 A. **No.**

5 Q. And you have never used any straps or belts or

6 harnesses to ascend the tree?

7 A. **I wouldn't climb into a tree like that, no.**

8 Q. Now, I mean, you're watching him do it?

9 A. **It looks scary.**

10 Q. You're watching him do this?

11 A. **Yes.**

12 Q. How many branches do you think he cut, I mean, up

13 to this point where --

14 A. **(Interrupting) There was a lot of branches. I**

15 **mean, I was surprised how many branches are on a**

16 **pine tree. So I can't guess the number, but**

17 **there was a lot.**

18 Q. And he's got some kind of a strap holding him to

19 the tree, and he's using his feet as support?

20 A. **Standing on the stumps that he had cut for it,**

21 **yes.**

22 Q. And and then the chain saw is attached to a rope

23 of some sort?

24 A. **Yes. He had tied a rope around the handle of the**

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1 **chain saw and had it up in the tree with him.**

2 Q. And is Mr. McGuire out there for this?

3 A. **Yes.**

4 Q. Mrs. McGuire, too?

5 A. **At times.**

6 Q. Are they doing anything other than watching him?

7 A. **Bill was talking to me. He really liked his**

8 **vacation, and he was -- he had story after story.**

9 Q. So he's really kind of a spectator more than

10 anything, and he's having conversations with you?

11 A. **Both of us were, yes.**

12 Q. He's not directly assisting David up there in the

13 tree?

14 A. **Bill did -- yes, exactly.**

15 Q. Did Bill ever climb the tree?

16 A. **No.**

17 Q. All right. So he's about 20 to 25 feet up when

18 he -- did it run out of gas or something?

19 A. **I think it just died.**

20 Q. It died. He needed somebody else to start it?

21 A. **(Indicates affirmatively.)**

22 Q. He didn't try to start it himself up in the tree?

23 A. **No. He said it was dangerous. He said, "I'm**

24 **going to lower it down to the ground. Start it**

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1 **for me. I'll pull it back up."**

2 Q. You believe it stalled, and he lowered it down to

3 have somebody else start it?

4 A. **Yes.**

5 Q. Did you recall him saying, "It's too dangerous to

6 start up here on my own"? Is it just something

7 you assumed?

8 A. **I assumed it. I would think it would be too**

9 **dangerous.**

10 Q. So you did restart it?

11 A. **Yes.**

12 Q. And so when it goes up on the rope, it's running,

13 but the blade is not turning, obviously?

14 A. **Correct.**

15 Q. You have to use the trigger to get the chain to

16 move?

17 A. **Correct.**

18 Q. And I presume the rope is not going through the

19 trigger area?

20 A. **No, it's not.**

21 Q. There is a --

22 A. **(Interrupting) It's tied around the bar.**

23 Q. Got you. So it gets back up to him. Does he

24 continue on with the cutting?

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1 A. **Yes.**

2 Q. And what is the next involvement of any sort that

3 you had?

4 A. **Bill wanted to get some of the sticks that he was**

5 **cutting down off the ground and into a pile so he**

6 **started doing that. And then my dog went and**

7 **grabbed some sticks because he sees sticks, you**

8 **know. So I went over, and I was helping Bill put**

9 **the sticks into a pile next to the garden. They**

10 **were just laying on the ground. We were standing**

11 **there doing nothing.**

12 Q. Okay. So you were basically just helping Bill

13 move some of the debris over into a pile?

14 A. **Yes.**

15 Q. The smaller stuff?

16 A. **Well, the long --**

17 Q. **(Interrupting) The limbs?**

18 A. **Yes.**

19 Q. And what was the plan for those, if you know?

20 Were they going to be chipped up?

21 A. **Well, Bill wanted to burn them. In fact, he**

22 **started a fire and was burning them.**

23 Q. Okay.

24 A. **And somewhere along the way David wanted to save**

<p style="text-align: right;">116</p> <p>1 <b>them.</b></p> <p>2 Q. All right. So all you're doing is taking the</p> <p>3 stuff that has fallen off the tree and dragging</p> <p>4 it into a separate area at this point?</p> <p>5 <b>A. Yes.</b></p> <p>6 Q. All right. And did Bill ask you to help, or you</p> <p>7 were just there and you decided to help him?</p> <p>8 <b>A. I just decided to help him.</b></p> <p>9 Q. Did you at that point discuss, you know, payment</p> <p>10 for doing this?</p> <p>11 <b>A. No.</b></p> <p>12 Q. Did you consider yourself doing him a favor by</p> <p>13 just helping?</p> <p>14 <b>A. Yes.</b></p> <p>15 Q. Was it your plan to maybe -- had you decided at</p> <p>16 that point to take any of the wood as firewood?</p> <p>17 <b>A. No. I told him I didn't want it.</b></p> <p>18 Q. None of it?</p> <p>19 <b>A. None of it. It's pine.</b></p> <p>20 Q. Even the trunk of it once it was done?</p> <p>21 <b>A. None of it is any good for burning in a</b></p> <p>22 <b>fireplace.</b></p> <p>23 Q. So once you got back there and saw it was going</p> <p>24 to be a pine tree coming down, you knew you</p>	<p style="text-align: right;">118</p> <p>1 Q. For a good portion of time?</p> <p>2 <b>A. Yes.</b></p> <p>3 Q. At some point Bill started dragging these</p> <p>4 branches to a different area, and you lent a</p> <p>5 hand?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. You didn't do that anticipating any payment of</p> <p>8 any sort, correct?</p> <p>9 <b>A. Correct.</b></p> <p>10 Q. And then how long does this go on where you're</p> <p>11 moving branches?</p> <p>12 <b>A. Well, some time. David, he took some good long</b></p> <p>13 <b>breaks. So a few hours. At least a couple. I</b></p> <p>14 <b>mean, we weren't moving branches for two hours.</b></p> <p>15 <b>You move them for two minutes and you're done for</b></p> <p>16 <b>20 minutes, you know.</b></p> <p>17 Q. Until there is some more down?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. Because you're not standing under there as they</p> <p>20 are dropping down?</p> <p>21 <b>A. Right.</b></p> <p>22 Q. So it's off and on for a couple of hours you're</p> <p>23 moving these branches?</p> <p>24 <b>A. Yes.</b></p>
<p style="text-align: right;">117</p> <p>1 weren't going to be taking advantage of any of</p> <p>2 the wood?</p> <p>3 <b>A. Correct.</b></p> <p>4 Q. It wasn't your chain saw, correct?</p> <p>5 <b>A. Right.</b></p> <p>6 Q. What purpose other than talking to Bill did you</p> <p>7 have for staying?</p> <p>8 <b>A. Well, Carol talked to me about -- it was just</b></p> <p>9 <b>social. Carol was talking about old people that</b></p> <p>10 <b>worked at Internatic. Bill was telling me about</b></p> <p>11 <b>his vacation. And it was just talk, you know. I</b></p> <p>12 <b>didn't plan on staying that long at all, but they</b></p> <p>13 <b>just keep talking. I didn't have anything else</b></p> <p>14 <b>to do that day, so I just . . .</b></p> <p>15 Q. What day of the week was it?</p> <p>16 <b>A. I don't recall offhand.</b></p> <p>17 Q. Was it a weekend?</p> <p>18 <b>A. No, it was not a weekend.</b></p> <p>19 Q. All right. So you decided you weren't going to</p> <p>20 take any wood, and it was really by -- you were</p> <p>21 kind of hanging out socializing with the</p> <p>22 McGuires, if I'm understanding what you're</p> <p>23 saying?</p> <p>24 <b>A. Yes.</b></p>	<p style="text-align: right;">119</p> <p>1 Q. At some point does David get the whole -- the</p> <p>2 whole trunk, it's eliminated with -- all the</p> <p>3 smaller branches are gone?</p> <p>4 <b>A. He got it pretty far up. And when he came down,</b></p> <p>5 <b>he looked pretty scared. I was like "I wouldn't</b></p> <p>6 <b>want to do that. I have to give it to you</b></p> <p>7 <b>because I wouldn't climb up like that."</b></p> <p>8 Q. Did he get all the way to the top, very top of</p> <p>9 that, 50 or 60 feet high?</p> <p>10 <b>A. No, no.</b></p> <p>11 Q. So at some point he comes down, and there is</p> <p>12 still some of the triangular part of the tree</p> <p>13 with the branches?</p> <p>14 <b>A. Yes. There was a good -- better than a third of</b></p> <p>15 <b>it, maybe a little more, left.</b></p> <p>16 Q. So roughly two-thirds of it is free of the limbs?</p> <p>17 <b>A. Between a half and two-thirds, yes. Somewhere in</b></p> <p>18 <b>there.</b></p> <p>19 Q. And then he comes down. Is that when he falls</p> <p>20 the tree?</p> <p>21 <b>A. No.</b></p> <p>22 Q. Did he ever cut the tree and see it fall over?</p> <p>23 <b>A. No.</b></p> <p>24 Q. Did you get injured before that happened?</p>

<p style="text-align: right;">120</p> <p>1 <b>A. Yes.</b></p> <p>2 <b>Q.</b> So he comes off of the tree having cut down half 3 to two-thirds of the limbs?</p> <p>4 <b>A. Uh-huh.</b></p> <p>5 <b>Q.</b> Right?</p> <p>6 <b>A. Uh-huh.</b></p> <p>7 <b>Q.</b> Is that a yes?</p> <p>8 <b>A. Yes.</b></p> <p>9 <b>Q.</b> All right. And then during that period of time 10 while he was up there, that is when you and Bill 11 were dragging some of these branches over to a 12 different area?</p> <p>13 <b>A. Yes.</b></p> <p>14 <b>Q.</b> And at what point is it that you're involved in 15 any activity which resulted in your injury?</p> <p>16 <b>A. When David came down, he took a good long break.</b> 17 <b>He was tired. He was climbing the tree. He was</b> 18 <b>tired. I think he ate something for lunch. I</b> 19 <b>was offered a pop. You know, I sat there and</b> 20 <b>drank a pop, was playing with my dog. After</b> 21 <b>lunch Dave went back over there to do some more</b> 22 <b>work. He started trimming on the tree next to</b> 23 <b>it. Wasn't even the same tree. Same thing,</b> 24 <b>taking off the lower branches. And it was when</b></p>	<p style="text-align: right;">122</p> <p>1 <b>like that, no.</b></p> <p>2 <b>MS. FREEMAN: Just answer the question.</b></p> <p>3 <b>A. No.</b></p> <p>4 <b>Q.</b> All right. So now David needed some help with 5 something. What was it, as you recall? What did 6 he need help with?</p> <p>7 <b>A. He had accumulated a very large pile of, you</b> 8 <b>know, the long pine branches. He asked if I</b> 9 <b>could help him for a few minutes. I said sure.</b> 10 <b>He says, "I need you to hold these while I cut</b> 11 <b>off the things on them." And he showed me what</b> 12 <b>he wanted, showed me where to stand. And I said,</b> 13 <b>"Yeah, I can do that," you know. And -- yes.</b></p> <p>14 <b>Q.</b> All right. So I guess from what I envision, 15 he's cut all of these limbs off of that pine 16 tree. Now there is a big pile of them; one you 17 guys weren't able to move, you and Bill?</p> <p>18 <b>A. He had another pile from the tree right next to</b> 19 <b>it, yes.</b></p> <p>20 <b>Q.</b> And what was he going to do? Trim some of the 21 smaller branches off the limbs?</p> <p>22 <b>A. That's what he wanted to do. He wanted to save</b> 23 <b>the center part for firewood or something like</b> 24 <b>that for campfires or something. I don't know.</b></p>
<p style="text-align: right;">121</p> <p>1 <b>he was doing that, when he was done with trimming</b> 2 <b>that tree, that is when he asked me to come over</b> 3 <b>and hold something for him.</b></p> <p>4 <b>Q.</b> So after lunch he stopped working on the tree 5 that you saw him work on all morning, correct?</p> <p>6 <b>A. Uh-huh.</b></p> <p>7 <b>Q.</b> And started working on an adjacent tree?</p> <p>8 <b>A. Uh-huh.</b></p> <p>9 <b>Q.</b> He was at ground level again just cutting off 10 branches?</p> <p>11 <b>A. Uh-huh.</b></p> <p>12 <b>Q.</b> That was the first time he directly asked you for 13 help?</p> <p>14 <b>A. Yes -- well, other than start the chain saw</b> 15 <b>earlier.</b></p> <p>16 <b>Q.</b> Yes. So up until that point in time I take it 17 you had not offered David any thoughts about how 18 to proceed with the tree trimming, whatever he 19 was doing? You're just watching?</p> <p>20 <b>A. Yes.</b></p> <p>21 <b>Q.</b> You didn't offer him any comments on how to do 22 this, the way he was going about getting this 23 stuff done?</p> <p>24 <b>A. I have never seen it done, that big of a tree</b></p>	<p style="text-align: right;">123</p> <p>1 <b>Q.</b> So by cleaning off the smaller branches, then 2 there would be some logs that could be cut up 3 that would be suitable for firewood?</p> <p>4 <b>A. Correct.</b></p> <p>5 <b>Q.</b> Did you and he actually -- did he tell you what 6 his plan was or what he was going to do?</p> <p>7 <b>A. He told me exactly what to do. He knew what he</b> 8 <b>was doing. You know, seemed that way to me.</b></p> <p>9 <b>Q.</b> And he told you what he wanted you to do?</p> <p>10 <b>A. Yes.</b></p> <p>11 <b>Q.</b> And what did he tell you to do?</p> <p>12 <b>A. Took the branch, pull it over here so it's away</b> 13 <b>from the rest of them. Hold the one end up, and</b> 14 <b>he would cut the smaller stuff off the other end.</b> 15 <b>And when that was done, put it down, grab the</b> 16 <b>next one, put it up and -- you know, yes.</b></p> <p>17 <b>Q.</b> So I'm understanding, you're taking a limb that 18 had been cut off the tree, you're holding it 19 upright?</p> <p>20 <b>A. No.</b></p> <p>21 <b>Q.</b> No?</p> <p>22 <b>A. Can I do -- I don't know how it translates.</b></p> <p>23 <b>Q.</b> We'll explain it on record. But if that straw 24 will help you orient us as to what you were</p>

124	<p>1 doing --</p> <p>2 <b>A.</b> (Interrupting) The branch would be like this</p> <p>3 (indicating) to the ground.</p> <p>4 <b>Q.</b> All right. So the heavier -- the thicker part of</p> <p>5 the branch is laying on the ground?</p> <p>6 <b>A.</b> Actually, the thinner part was. That is the way</p> <p>7 he wanted it.</p> <p>8 <b>Q.</b> So you're holding the heavier part of the limb?</p> <p>9 <b>A.</b> Yes.</p> <p>10 <b>Q.</b> The long part of it?</p> <p>11 <b>A.</b> Yes.</p> <p>12 <b>Q.</b> And he's trimming off the smaller branches?</p> <p>13 <b>A.</b> Yes.</p> <p>14 <b>Q.</b> Off his limb?</p> <p>15 <b>A.</b> Yes.</p> <p>16 <b>Q.</b> Does he start at the end and work his way closer</p> <p>17 to you?</p> <p>18 <b>A.</b> Yes.</p> <p>19 <b>Q.</b> And how long are these limbs?</p> <p>20 <b>A.</b> They're pretty long. I would only be able to</p> <p>21 guess. I would have to say 20 feet. Pretty big.</p> <p>22 Especially the lower ones off the pines, you</p> <p>23 know.</p> <p>24 <b>Q.</b> Okay. So how many of these things do you think</p>	126	<p>1 <b>A.</b> That's what he wanted those for is to cut it in</p> <p>2 smaller pieces.</p> <p>3 <b>Q.</b> Did he do that task, too, each time you --</p> <p>4 <b>A.</b> (Interrupting) I think he did the first few, and</p> <p>5 then we just started taking the other ones, the</p> <p>6 longer things off. He dictated what he wanted.</p> <p>7 Some of them he wanted -- you know, he wanted to</p> <p>8 see what he could get out of it first.</p> <p>9 <b>Q.</b> All right. So the first couple you trimmed the</p> <p>10 branches up and then cut them into smaller logs</p> <p>11 immediately?</p> <p>12 <b>A.</b> Yes.</p> <p>13 <b>Q.</b> Did you hold the longer limb as he cut it into</p> <p>14 smaller sections?</p> <p>15 <b>A.</b> No. He had set up a -- from the apple tree he</p> <p>16 set up two logs and was able to set it on there</p> <p>17 and just (indicating).</p> <p>18 <b>Q.</b> So you didn't hold the log as he was trimming</p> <p>19 them into smaller pieces?</p> <p>20 <b>A.</b> The middle part, no. I was there when he took</p> <p>21 off the little pieces.</p> <p>22 <b>Q.</b> So the first couple of these he trimmed it down</p> <p>23 and then immediately made them into logs?</p> <p>24 <b>A.</b> Yes.</p>
125	<p>1 you were able to accomplish before you were</p> <p>2 injured?</p> <p>3 <b>A.</b> We did quite a few.</p> <p>4 <b>Q.</b> And are you able to quantify that in any way?</p> <p>5 More than one, obviously?</p> <p>6 <b>A.</b> Yes. More than a few. Maybe a few dozen. Maybe</p> <p>7 a little more. We did it -- you know, we did</p> <p>8 that for about I would say a good -- you know, it</p> <p>9 was a while. I don't know exactly. I didn't</p> <p>10 have a watch.</p> <p>11 <b>Q.</b> Are we talking a half hour or more?</p> <p>12 <b>A.</b> Yes.</p> <p>13 <b>Q.</b> All right.</p> <p>14 <b>A.</b> It wasn't --</p> <p>15 <b>Q.</b> (Interrupting) A dozen? At least a couple of</p> <p>16 dozen of these things you have gone through this</p> <p>17 process trimming all these branches off in the</p> <p>18 way he told you to do it, you hold the end and</p> <p>19 he's going to work his way up?</p> <p>20 <b>A.</b> Right.</p> <p>21 <b>Q.</b> Once all of those little branches are off</p> <p>22 there -- is it kind of a longer log?</p> <p>23 <b>A.</b> Yes.</p> <p>24 <b>Q.</b> Did he then cut that into smaller pieces?</p>	127	<p>1 <b>Q.</b> And then after a while he decided he was going to</p> <p>2 trim all the branches off while you were there to</p> <p>3 help?</p> <p>4 <b>A.</b> Yes.</p> <p>5 <b>Q.</b> And you were doing it with a couple of dozen of</p> <p>6 these before you got hurt?</p> <p>7 <b>A.</b> Yes.</p> <p>8 <b>Q.</b> All right. So he told you how he wanted -- he</p> <p>9 basically told you he wanted you to hold the</p> <p>10 end --</p> <p>11 <b>A.</b> (Interrupting) Yes.</p> <p>12 <b>Q.</b> -- while he trimmed those up?</p> <p>13 <b>A.</b> Yes.</p> <p>14 <b>Q.</b> And did he tell you to do anything other than</p> <p>15 stand there and hold up the one end?</p> <p>16 <b>A.</b> When they were done they had to be put over here</p> <p>17 and then grab a new one, you know, bring it over</p> <p>18 to this spot so he could start again.</p> <p>19 <b>Q.</b> He would stay there, and you would drag the log</p> <p>20 to a pile and then drag a new branch over?</p> <p>21 <b>A.</b> Yes.</p> <p>22 <b>Q.</b> Prior to undertaking this trimming did he offer</p> <p>23 you any instructions beyond "Here, hold this"?</p> <p>24 Did he say, "Keep your hands free. Stay away"?</p>

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1 **A.** He said, "Stand here. Hold it here and don't  
 2 move." He said don't allow it to move because it  
 3 would roll, you know, so you had to hold it  
 4 tight.  
 5 **Q.** So other than telling you where to stand and how  
 6 to hold it and not let it spin, did he give you  
 7 any warnings that were safety-oriented like "Keep  
 8 your hands free. When I get close to you, keep  
 9 your hands to you," anything --  
 10 **A.** (Interrupting) No.  
 11 **Q.** Anything about that -- obviously, to the point  
 12 you got hurt, did anything about that task  
 13 concern you from a safety standpoint?  
 14 **A.** He was far enough away from me it wasn't . . .  
 15 **Q.** So up until you were actually hurt he kept a  
 16 certain amount of distance away from you?  
 17 **A.** Yes.  
 18 **Q.** How close was the nearest he got to you prior to  
 19 when you got hurt?  
 20 **A.** Maybe three or four feet, maybe five feet,  
 21 somewhere in there. There was a good chunk of  
 22 those branches that were next to the trunk that  
 23 didn't have anything on them, you know. They  
 24 didn't have the growth. The growth was out in

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1 the ends.  
 2 **Q.** All right. And during this 20 or 24 more limbs  
 3 that you guys trimmed up before you were hurt,  
 4 was Mr. McGuire out there?  
 5 **A.** Yes -- wait a minute. I was working, so I wasn't  
 6 paying attention at that point. I was helping  
 7 hold the limb. You know, I was paying attention  
 8 to what I was doing. I stopped paying attention  
 9 to Bill and Carol, so I don't know where they  
 10 were. You know, I know they were coming in and  
 11 out of the house.  
 12 **Q.** Okay. So whether they were there or not during  
 13 the trimming part you're not sure?  
 14 **A.** Yes.  
 15 **Q.** It could be? Maybe not?  
 16 **A.** Yes.  
 17 **Q.** That being the case, I take it you don't recall  
 18 either one of the McGuires intervening, saying,  
 19 "Hey, that doesn't look safe," or "Be careful,"  
 20 or anything like that during the trimming part?  
 21 **A.** No.  
 22 **Q.** And you recall Mr. Gagnon telling you where to  
 23 stand and how to hold the branches. Did either  
 24 of the McGuires give you any instructions during

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1 that phase of the job?  
 2 **A.** No.  
 3 **Q.** Did you at that point believe you were taking  
 4 instruction from Mr. Gagnon?  
 5 **A.** Yes.  
 6 **Q.** You were doing what he told you to do?  
 7 **A.** Yes.  
 8 **Q.** Did you think you were taking instructions from  
 9 the McGuires at that point?  
 10 **A.** They didn't say much.  
 11 **Q.** And the entire time you're trimming -- during  
 12 this phase where the branches are being trimmed  
 13 off the limbs, I take it Mr. McGuire wasn't there  
 14 helping you holding these limbs?  
 15 **A.** No. We were -- it was getting into the afternoon  
 16 after -- like after lunch, and I think he was  
 17 getting tired. That is the way I feel. He was  
 18 older.  
 19 **Q.** The particular phase of the project, the trimming  
 20 of the limbs, that was you and Mr. Gagnon?  
 21 **A.** Yes. I remember Mr. McGuire saying that he  
 22 wanted to burn the limbs, and David wanted to  
 23 save them.  
 24 **Q.** And at no time that day did you run the chain

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1 saw?  
 2 **A.** I started it.  
 3 **Q.** But you didn't run it --  
 4 **A.** (Interrupting) No.  
 5 **Q.** -- and apply it to any limbs or logs?  
 6 **A.** No.  
 7 **Q.** All right. Why don't you get to -- we have got  
 8 to the dozen or two dozen or so of these limbs  
 9 before you were hurt. Tell me, as you can  
 10 recall, what happened.  
 11 **A.** Do you mean the actual incident?  
 12 **Q.** Actual incident. You have done a couple of dozen  
 13 of these without incident?  
 14 **A.** Right.  
 15 **Q.** And then what happened?  
 16 **A.** He walked towards me, and the chain saw came up,  
 17 and it cut me. I tried to get out of the way,  
 18 but . . .  
 19 **Q.** Were you guys actually working on trimming a limb  
 20 at that point?  
 21 **A.** I was holding a limb up, yes.  
 22 **Q.** You were holding a limb?  
 23 **A.** Yes.  
 24 **Q.** With which hands?

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1 **A.** My right hand.

2 **Q.** So you're able to hold these with one hand up in

3 the air?

4 **A.** They were only this (indicating) -- you're

5 talking logs. I call them sticks.

6 **Q.** Okay. I didn't ask that question so I'm glad you

7 clarified. The limbs that we're talking about,

8 what was the diameter on average?

9 **A.** The side that I was holding?

10 **Q.** Yes.

11 **A.** Maybe -- I don't know what you consider that

12 (indicating). Three inches. Your guess is as

13 good as mine.

14 **Q.** Okay. Well, it's certainly not the full width of

15 your fingers?

16 **A.** No. I can hold it with one hand.

17 **Q.** It's about the width of a pop can -- diameter

18 width of a pop can?

19 **A.** Coffee cup there, yes.

20 **Q.** They were like three to four inches?

21 **A.** Yes.

22 **Q.** And that was how all the other ones were, too?

23 **A.** Yes.

24 **Q.** And then you were strong enough, and at least at

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1 that point you were healthy enough to hold it

2 with which hand?

3 **A.** Right here (indicating).

4 **Q.** Right.

5 **A.** Right.

6 **Q.** And you're right hand dominant?

7 **A.** Yes.

8 **Q.** So you could hold those out?

9 **A.** Yes.

10 **Q.** And so you would hold it kind of horizontally,

11 and the rest of it would stretch out towards

12 Mr. --

13 **A.** (Interrupting) Yes. Go down along the ground

14 there.

15 **Q.** And then you say Mr. -- you described it as

16 Mr. Gagnon walking towards you with the chain saw

17 and then you just got cut. Can you elaborate on

18 that a little bit? He didn't just -- you were

19 actually -- he was actually working on trimming a

20 tree branch, correct?

21 **A.** Yes.

22 **Q.** And so I take it he was trimming, getting closer

23 and closer to you?

24 **A.** Before it, yes.

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1 **Q.** Before you got hit with the saw?

2 **A.** Yes.

3 **Q.** And I take it unlike the other branches, there

4 may have been a branch closer than the four to

5 five feet?

6 **A.** No. He stopped cutting the limb, chain saw went

7 down, went to idle. You know, he walked toward

8 me, and I thought he was going to say something

9 like next instruction, what to do, okay, and I

10 don't know what he was thinking or what he was

11 doing or what, but the chain saw started coming

12 up, and the gas went on, and I tried getting the

13 hell out of the way and -- yes.

14 **Q.** So it wasn't during a cutting process that you

15 were hurt?

16 **A.** Yes, you're right.

17 **Q.** He disengaged from trimming the branch, if I'm

18 understanding your testimony, and the chain went

19 into an idle position?

20 **A.** The motor went to idle.

21 **Q.** And the chain is not even moving, and he's

22 holding it down to his side?

23 **A.** Both hands.

24 **Q.** With both hands. But the chain is not moving?

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1 **A.** Yes.

2 **Q.** And he closes the gap between you and him in

3 terms of space?

4 **A.** Right.

5 **Q.** And you were still holding the branch at this

6 point?

7 **A.** Yes.

8 **Q.** And somehow the chain, it gets activated?

9 **A.** When I heard the chain saw, the motor speed up

10 and I saw with my eyes it start to come up, I

11 dropped the branch, tried to get the heck out of

12 there because it's coming up between me and the

13 branch. "What the fuck are you thinking?" I

14 don't know how to say -- you know, I screamed.

15 Whether he was going after something he thought

16 he saw coming off the branch, I don't know.

17 **Q.** Okay.

18 MS. FREEMAN: Wait for a question.

19 **Q.** So you're holding the branch with your right hand

20 just like you had done on the two dozen or more

21 before. He's trimming branches off this thing

22 and stops trimming, correct?

23 **A.** Yes. He was done.

24 **Q.** And then he --

136	<p>1 MS. FREEMAN: (Interrupting) Wait until</p> <p>2 he finishes.</p> <p>3 Q. And he then walks toward you holding the chain</p> <p>4 saw in a position where he might be able to cut</p> <p>5 if the chain was moving?</p> <p>6 A. <b>It was pointed downward.</b></p> <p>7 Q. Pointed downward?</p> <p>8 A. <b>Yes --</b></p> <p>9 Q. (Interrupting) But the chain is not moving --</p> <p>10 A. <b>-- towards the ground.</b></p> <p>11 Q. The chain is not moving?</p> <p>12 A. <b>Right.</b></p> <p>13 Q. And he gets close enough to you to reach you,</p> <p>14 obviously?</p> <p>15 A. <b>(Indicates affirmatively.)</b></p> <p>16 Q. Then you hear the chain saw, the rpms ramp up?</p> <p>17 A. <b>Oh, yes.</b></p> <p>18 Q. And when you heard it ramp up, was it a concern</p> <p>19 of yours that the chain might be moving at that</p> <p>20 point?</p> <p>21 A. <b>It was an instant high alert on my part, yes.</b></p> <p>22 Q. Did you see the chain saw blade with the chain</p> <p>23 moving at any point before it made contact with</p> <p>24 your arm?</p>	138	<p>1 A. <b>I had no idea, and I went into panic mode.</b></p> <p>2 Q. All right. And so I think you said you had</p> <p>3 released the branch before the saw came in</p> <p>4 contact with your arm?</p> <p>5 A. <b>(Indicates affirmatively.)</b></p> <p>6 Q. Is that right?</p> <p>7 A. <b>Yes.</b></p> <p>8 Q. And did you turn your body?</p> <p>9 A. <b>Uh-huh.</b></p> <p>10 Q. Describe for me this point in time where you see</p> <p>11 this blade coming up with the saw moving and all</p> <p>12 of a sudden -- and then at that point where your</p> <p>13 arm is hit. What did you do?</p> <p>14 A. <b>I let go of the branch, and I tried bringing my</b></p> <p>15 <b>arm up and away from the saw blade and out and</b></p> <p>16 <b>around to get away. It was coming right up, you</b></p> <p>17 <b>know, and it was coming up. It was fast.</b></p> <p>18 Q. All right. So you tried to get your arm out of</p> <p>19 the way. The blade is coming up, but you didn't</p> <p>20 get it away fast enough?</p> <p>21 A. <b>Obviously got it away enough to keep my hand and</b></p> <p>22 <b>my arm. I'm lucky to have that.</b></p> <p>23 Q. And then at this point where your arm is actually</p> <p>24 injured, do you believe that either one of the</p>
137	<p>1 A. <b>Oh, yes.</b></p> <p>2 Q. So you heard it ramp up in terms of rpms and</p> <p>3 looked?</p> <p>4 A. <b>Oh, yes.</b></p> <p>5 Q. Are you still holding the branch at this point?</p> <p>6 A. <b>I was letting go.</b></p> <p>7 Q. And as you hear the thing fire up, you turn to</p> <p>8 look at it, correct?</p> <p>9 A. <b>I was looking at it while I was watching him.</b></p> <p>10 <b>You know, I never turned away.</b></p> <p>11 Q. And so it's pointed down, and then the rpms ramp</p> <p>12 up, and you see the blade coming toward you?</p> <p>13 A. <b>Uh-huh.</b></p> <p>14 Q. And you let go of the tree?</p> <p>15 A. <b>Yes.</b></p> <p>16 Q. But the blade, nonetheless, still makes contact</p> <p>17 with your arm?</p> <p>18 A. <b>Yes.</b></p> <p>19 Q. Did it ever make contact with the tree branch?</p> <p>20 A. <b>No.</b></p> <p>21 Q. From your vantage point was it -- well, strike</p> <p>22 that. Did Mr. Gagnon tell you what his plan was</p> <p>23 when he got near you and turned the saw on and</p> <p>24 had lifted the blade toward you?</p>	139	<p>1 McGuires was present to see that?</p> <p>2 A. <b>No. I know they weren't. They said they</b></p> <p>3 <b>weren't.</b></p> <p>4 Q. All right. So if I'm understanding your</p> <p>5 testimony then, at the time the blade made</p> <p>6 contact with you, you were not actively assisting</p> <p>7 him by holding a branch? You had, in fact,</p> <p>8 released the branch?</p> <p>9 A. <b>Oh, yes.</b></p> <p>10 Q. And there was no dialogue from Mr. Gagnon as he</p> <p>11 approached with the blade as to what his</p> <p>12 intention was at that point in time where the saw</p> <p>13 became I guess --</p> <p>14 A. <b>(Interrupting) Pointed downward.</b></p> <p>15 Q. <b>-- pointed downward and began moving upward?</b></p> <p>16 A. <b>Right.</b></p> <p>17 Q. There was no statement out of him at all?</p> <p>18 A. <b>No. I was looking to see if he was going to say</b></p> <p>19 <b>something to me because it looked like he was</b></p> <p>20 <b>approaching me to say something; he wanted me to</b></p> <p>21 <b>do something else, or, you know, I thought there</b></p> <p>22 <b>was an instruction coming.</b></p> <p>23 Q. But ultimately there was no additional comment</p> <p>24 made by him prior to the rpms on the chain saw</p>

<p style="text-align: right;">140</p> <p>1 ramping up and the blade coming up toward you?</p> <p>2 <b>A. Correct.</b></p> <p>3 <b>Q.</b> And so this isn't a situation where the blade and</p> <p>4 the saw -- I'm sorry -- the blade and the chain</p> <p>5 made contact with the branch and kicked it toward</p> <p>6 you?</p> <p>7 <b>A. No.</b></p> <p>8 <b>Q.</b> This isn't a situation where the blade was</p> <p>9 cutting through a branch and caught the very tip</p> <p>10 of the saw and fired back at you?</p> <p>11 <b>A. No, it's not.</b></p> <p>12 <b>Q.</b> There was no cutting actually involved of a</p> <p>13 branch when you got struck with the blade?</p> <p>14 <b>A. Correct.</b></p> <p>15 <b>Q.</b> After this happened did you ask Mr. Gagnon what</p> <p>16 he was trying to accomplish at that point in</p> <p>17 time?</p> <p>18 <b>A. After I screamed my head off, that was the first</b></p> <p>19 <b>thing that came out of my mouth was -- excuse the</b></p> <p>20 <b>expletive -- "What the fuck are you thinking?"</b></p> <p>21 <b>Q.</b> Did he have a response for you?</p> <p>22 <b>A. He became immediately I think distraught would be</b></p> <p>23 <b>the word, confused. "Oh, my God." Panic, yes.</b></p> <p>24 <b>Q.</b> So he didn't make any comment to you about what</p>	<p style="text-align: right;">142</p> <p>1 <b>A. No.</b></p> <p>2 <b>Q.</b> So he may have a different version of what</p> <p>3 kickback means, but the kickback definition or</p> <p>4 your impression of a kickback that you described</p> <p>5 earlier, that is not what you recall happening?</p> <p>6 <b>A. Correct.</b></p> <p>7 <b>Q.</b> If I'm hearing what you're saying, he might have</p> <p>8 been trying to get toward that branch to cut it</p> <p>9 but he never got there? He got to your arm</p> <p>10 before he made any contact with the tree?</p> <p>11 <b>A. Well, I was holding the end of the branch. There</b></p> <p>12 <b>was no branch beyond my hand.</b></p> <p>13 <b>Q.</b> And that's what I'm getting at is from your</p> <p>14 recollection of what went down, regardless of</p> <p>15 what his intentions were, he lifted up the chain</p> <p>16 saw, the rpms ramped up, and the chain is moving.</p> <p>17 You tried to get out of the way of the blade, but</p> <p>18 you were not able to get out of the way in time?</p> <p>19 <b>A. Correct.</b></p> <p>20 <b>Q.</b> That is what happened?</p> <p>21 <b>A. Correct.</b></p> <p>22 <b>Q.</b> And other than him mentioning something about a</p> <p>23 kickback when you're in the emergency room, as we</p> <p>24 sit here today have you ever discussed the</p>
<p style="text-align: right;">141</p> <p>1 he was trying -- the task he was trying to</p> <p>2 accomplish? It was more shock and stunned about</p> <p>3 this scene having happened?</p> <p>4 <b>A. Yes.</b></p> <p>5 <b>Q.</b> Since that point in time where you got hit with</p> <p>6 the blade and now did he ever tell you in his</p> <p>7 words what he was specifically trying to do at</p> <p>8 the time this happened?</p> <p>9 <b>A. In the emergency room he used the word kickback,</b></p> <p>10 <b>but I didn't understand what he meant or how, you</b></p> <p>11 <b>know. And they are going in to sew me up and put</b></p> <p>12 <b>the muscles back together, you know, as best they</b></p> <p>13 <b>can. I don't know what happened there.</b></p> <p>14 <b>Q.</b> All right. So you definitely recall him in the</p> <p>15 ER using the phrase kickback?</p> <p>16 <b>A. Yes.</b></p> <p>17 <b>Q.</b> All right. But from your vantage point this idea</p> <p>18 of a kickback, it wouldn't have anything to do</p> <p>19 with a kickoff of a branch or a log or a limb</p> <p>20 that was being cut?</p> <p>21 <b>A. No. It had nothing to do with that.</b></p> <p>22 <b>Q.</b> And you didn't see the saw come onto a tree</p> <p>23 branch, that tree branch you were dropping, and</p> <p>24 then kick toward you? You didn't see that?</p>	<p style="text-align: right;">143</p> <p>1 dynamics of what happened in a situation where he</p> <p>2 explained what he was trying to do?</p> <p>3 <b>A. Of course I asked him, and I don't remember at</b></p> <p>4 <b>what point I asked him, and he could never</b></p> <p>5 <b>explain it. He just (indicating). You know, I</b></p> <p>6 <b>don't think he knows. I honestly don't think he</b></p> <p>7 <b>knows.</b></p> <p>8 <b>Q.</b> So as you sit here today, regardless of how many</p> <p>9 times you asked him -- and it's more than once, I</p> <p>10 take it, correct?</p> <p>11 <b>A. Oh, yes.</b></p> <p>12 <b>Q.</b> In your mind, he's never articulated specifically</p> <p>13 what he was doing at the point in time where the</p> <p>14 blade made contact with your arm?</p> <p>15 <b>A. Correct.</b></p> <p>16 <b>Q.</b> Other than referencing a kickback in the ER?</p> <p>17 <b>A. Yes.</b></p> <p>18 <b>Q.</b> Okay. With respect to the McGuires, at what</p> <p>19 point in time was your first notice that</p> <p>20 Mr. McGuire or Mrs. McGuire were aware of you</p> <p>21 being potentially hurt?</p> <p>22 <b>A. Immediately. They heard me scream.</b></p> <p>23 <b>Q.</b> Okay. Do you believe they came from inside the</p> <p>24 house?</p>

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1 **A.** Yes.

2 **Q.** And when they came out, was there any discussion

3 between you and Mr. Gagnon about what had

4 happened?

5 **A.** No.

6 **Q.** Would it be fair to describe the post injury part

7 on the premises as being more concern about how

8 you were doing than what happened?

9 **A.** It was pretty important to me.

10 **Q.** Right.

11 **A.** Yes, it was very important. Carol was very

12 concerned. She come out yelling. "I heard it.

13 I knew my son cut you." She came out screaming,

14 you know, and -- yes -- yes.

15 **Q.** Did either of the McGuires ever make any comments

16 to you to suggest or pursuant to which you formed

17 the impression that they saw what happened?

18 **A.** No. They said they didn't. She said she heard

19 it. She heard the screams. She heard what was

20 said right after. She heard all of that. She

21 was right there in the kitchen.

22 **Q.** She heard the screams, and her thought was

23 somebody was cut?

24 **A.** (Indicates affirmatively.)

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1 **Q.** How soon after this happening did you move on to

2 the emergency room?

3 **A.** I don't know timewise. I was in shock. It

4 seemed like it took forever. So I can't tell you

5 whether it was five minutes or ten minutes. I am

6 not capable of doing that for you. I can tell

7 you that I started giving orders at that point.

8 First time all day. And I needed a towel, I

9 needed something to put on it, I needed to tie it

10 off. We needed to go to the emergency room now,

11 and there was no waiting.

12 **Q.** So once you got hurt, you became more focused

13 about getting the care you needed?

14 **A.** Yes.

15 **Q.** Up until --

16 **A.** (Interrupting) I was quite vocal.

17 **Q.** Up until the point where you were cut with the

18 chain saw had the situation ever turned from a

19 volunteer situation like you described early on

20 to an employment situation were you thought you

21 were going to be compensated?

22 **A.** No.

23 **Q.** Did the McGuires ever promise to pay you

24 anything?

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1 **A.** No.

2 **Q.** Did Mr. Gagnon ever tell you he was going to pay

3 you anything?

4 **A.** No.

5 **Q.** Did he ever make any comment to you that he was

6 being paid to get this done by his parents?

7 **A.** He did say he was getting something for it. I

8 don't know what. I don't know the terms. I

9 remember something in there he was referring to

10 he had to do this because he owed his mom money

11 or something. I don't know.

12 **Q.** And I take it Gagnon didn't promise to share

13 payment he may have been receiving with you?

14 **A.** No.

15 **Q.** Did you consider yourself a volunteer out there?

16 **A.** Yes.

17 **Q.** But obviously you felt you were taking directions

18 from Gagnon but you were volunteering?

19 **A.** Yes.

20 **Q.** You didn't expect to get anything out of this?

21 **A.** No.

22 **Q.** Certainly not an injured arm?

23 **A.** Definitely not this, no. Maybe a pcp, you know.

24 **Q.** All right. So we have all of your medical

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1 records but I want to go through this a little

2 bit. At the emergency room they evaluated your

3 arm, correct?

4 **A.** Yes.

5 **Q.** They cleaned out the wound?

6 **A.** Yes.

7 **Q.** Did they do some X-rays at the ER?

8 **A.** Yes.

9 **Q.** Did they tell you that it didn't reach the point

10 where it hit any of your bones?

11 **A.** No, it did not.

12 **Q.** Initially was it the impression, as you

13 understood it, that it was a tear through the

14 skin and into the muscle?

15 **A.** Yes.

16 **Q.** There was no belief there was nerve involvement

17 initially?

18 **A.** You know, once they gave me the painkiller, I

19 don't -- I was in la-la land.

20 **Q.** To the best of your understanding, did they do

21 anything else in the emergency room other than

22 clean it and then stitch it up?

23 **A.** Yes. They did the stitches and closed it up and,

24 you know, X-rays. I don't remember what all.

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1 Q. In the emergency room did they have you use your  
 2 hand and move it to see if you were still  
 3 functioning?  
 4 A. Yes.  
 5 Q. And was it still functioning at that point?  
 6 A. Parts, yes. They didn't really check it. I did  
 7 that. I wanted to know what would work, and I am  
 8 moving my hand around to see what is going on.  
 9 And once the pain medicine they gave me kicked  
 10 in, you know, I was able to move a little bit but  
 11 not a whole lot.  
 12 Q. Once the pain medicine kicked in, I take it the  
 13 injury itself felt a little better?  
 14 A. Oh, I went (indicating). It was --  
 15 MS. FREEMAN: (Interrupting) Just answer  
 16 the question.  
 17 Q. It did?  
 18 A. Yes.  
 19 Q. And then how long was it before -- well, strike  
 20 that. Eventually did you have to go somewhere  
 21 and have the stitches out?  
 22 A. Yes.  
 23 Q. And who did that?  
 24 A. Dr. Sek.

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1 Q. Where is Dr. Sek?  
 2 A. He's right here on Elm Street.  
 3 Q. He's still operating here?  
 4 A. I have known him since I was five years old.  
 5 MS. FREEMAN: Just answer the question.  
 6 Q. We have sent a records request for him several  
 7 times and there has never been a response. He's  
 8 still working here somewhere in McHenry?  
 9 A. Yes.  
 10 Q. He took the stitches out?  
 11 A. Yes.  
 12 Q. Over the first month or two or three did you do  
 13 any physical therapy?  
 14 A. I was told by Dr. Sek give it some time, it's  
 15 going to take time. He did not send me to  
 16 physical therapy or anything else.  
 17 Q. And I know from the record that, as you have  
 18 explained already, when you tried to use the  
 19 computer, that you continued to have some  
 20 symptoms with the right arm and hand even after  
 21 I guess the laceration had healed?  
 22 A. Right.  
 23 Q. All right?  
 24 A. Right.

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1 Q. And even today you're still having problems?  
 2 A. Yes.  
 3 Q. Sometime I think later in 2011, maybe it was  
 4 early 2012, you had an EMG study done on your  
 5 right arm?  
 6 A. I think I had a few of those.  
 7 Q. Nerve conduction study?  
 8 A. Yes.  
 9 Q. And there was something done early on with the  
 10 Shoulder to Hand Clinic, Dr. Talerico or  
 11 something like that?  
 12 A. I remember Talerico. I did go see him.  
 13 Q. That doctor had evaluated the EMG study, and he  
 14 evaluated you, didn't feel there was any nerve  
 15 impairment. Do you recall that?  
 16 A. He said -- well, I left Dr. Talerico because I  
 17 don't think he knew who he was talking to. He  
 18 started yelling at me about asking for pain  
 19 medication, and I never even got anything from  
 20 that man ever in my life. And I left seeing him  
 21 because I don't think he -- there was something  
 22 wrong there. And I only saw him twice, and I was  
 23 out of there.  
 24 Q. Do you recall him giving the opinion that he

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1 didn't think there was anything surgically he  
 2 could do for you?  
 3 A. Not at that point. He did say time will tell.  
 4 Q. Okay. And then you left Dr. Talerico?  
 5 A. Yes.  
 6 Q. And did you go somewhere else?  
 7 A. Yes.  
 8 Q. Because my records stop at the very beginning of  
 9 2012.  
 10 A. Dr. Sagerman.  
 11 Q. Where is Dr. Sagerman?  
 12 A. I gave you his address earlier, or his place,  
 13 Vernon Hills.  
 14 Q. Oh, that's right. And when did you start seeing  
 15 Dr. Sagerman?  
 16 A. I don't remember the date. I'll be honest with  
 17 you.  
 18 Q. He was after Dr. --  
 19 A. (Interrupting) Talerico.  
 20 Q. -- Talerico?  
 21 A. Yes, yes.  
 22 Q. All right. And then did Dr. Sagerman do anything  
 23 for your right arm different than what  
 24 Dr. Talerico did?

<p style="text-align: right;">152</p> <p>1 <b>A. He continued the physical therapy.</b></p> <p>2 <b>Q.</b> All right. And anything beyond the physical</p> <p>3 therapy?</p> <p>4 <b>A. He ordered up a new EMG.</b></p> <p>5 <b>Q.</b> And then what?</p> <p>6 <b>A. More physical therapy. It was a lot of physical</b></p> <p>7 <b>therapy.</b></p> <p>8 <b>Q.</b> Has anybody done any surgeries on your arm?</p> <p>9 <b>A. Yes. He did.</b></p> <p>10 <b>Q.</b> When did he do that?</p> <p>11 <b>A. July of this year.</b></p> <p>12 <b>Q.</b> As you understand it as the patient, what did</p> <p>13 Dr. Sagerman do to the right arm?</p> <p>14 <b>A. Removed a ton of scar tissue, he said. And he</b></p> <p>15 <b>said -- and what they call -- it's a neurosis or</b></p> <p>16 <b>-- I don't know the words he used.</b></p> <p>17 <b>Q.</b> I don't know either. I don't have any of these</p> <p>18 records.</p> <p>19 <b>A. Okay.</b></p> <p>20 <b>Q.</b> So there was some kind of a surgery. Which parts</p> <p>21 of your arm did he work on?</p> <p>22 <b>A. Forearm and the elbow.</b></p> <p>23 <b>Q.</b> All right. And that was in July?</p> <p>24 <b>A. Yes.</b></p>	<p style="text-align: right;">154</p> <p>1 <b>A. Yes.</b></p> <p>2 <b>Q.</b> Earlier on you described the pain that was with</p> <p>3 the tendinitis, the forearm and everything. Is</p> <p>4 the forearm implicated on the right?</p> <p>5 <b>A. On the right?</b></p> <p>6 <b>Q.</b> Yes, in terms of pains or sensation?</p> <p>7 <b>A. I get a pain right next to the bone. There is a</b></p> <p>8 <b>big lump of scar tissue, you can feel it, and it</b></p> <p>9 <b>hurts there when I try to grab too much stuff</b></p> <p>10 <b>that is heavier or anything with weight.</b></p> <p>11 <b>Q.</b> So if you strain the right arm, you will realize</p> <p>12 some pain right where the laceration was?</p> <p>13 <b>A. Yes, it will burn a little.</b></p> <p>14 <b>Q.</b> So then with respect to the right arm, you</p> <p>15 described the numbness in the pinky and the ring</p> <p>16 finger, a weakened grip and then occasional</p> <p>17 shooting pain where the laceration was with heavy</p> <p>18 strain. And what else do you notice about the</p> <p>19 arm today, the right arm?</p> <p>20 <b>A. You play with the scar tissue ball that is</b></p> <p>21 <b>forming in there, and it burns under the elbow.</b></p> <p>22 <b>It's like a direct link. If you pinch it, it's</b></p> <p>23 <b>(indicating).</b></p> <p>24 <b>Q.</b> And is there any further recommended treatment</p>
<p style="text-align: right;">153</p> <p>1 <b>Q.</b> Have you had any more surgeries since then?</p> <p>2 <b>A. No.</b></p> <p>3 <b>Q.</b> Are there any planned?</p> <p>4 <b>A. No.</b></p> <p>5 <b>Q.</b> Are you still doing physical therapy?</p> <p>6 <b>A. Not for my right arm anymore but for my left.</b></p> <p>7 <b>Q.</b> How is the right arm now since this procedure</p> <p>8 done by Dr. Sagerman?</p> <p>9 <b>A. It's better in the sense the pain level is down.</b></p> <p>10 <b>Q.</b> Okay. Same; the pinky, the ring finger and the</p> <p>11 thumb?</p> <p>12 <b>A. Those are the most affected, yes.</b></p> <p>13 <b>Q.</b> What about the index and the middle fingers? Are</p> <p>14 those impacted as well?</p> <p>15 <b>A. Yes.</b></p> <p>16 <b>Q.</b> Are the ones that are affected the worst the</p> <p>17 pinky, the ring finger and the thumb on your</p> <p>18 right hand?</p> <p>19 <b>A. All of the fingers are affected in the sense of a</b></p> <p>20 <b>grip. The ones that feel numb are the pinky and</b></p> <p>21 <b>the ring finger.</b></p> <p>22 <b>Q.</b> So there is a weakened grip overall?</p> <p>23 <b>A. Oh, yes.</b></p> <p>24 <b>Q.</b> And then the pinky and the ring finger are numb?</p>	<p style="text-align: right;">155</p> <p>1 for the right arm or any of the symptoms that are</p> <p>2 lingering?</p> <p>3 <b>A. Yes. I am on medication for it.</b></p> <p>4 <b>Q.</b> What do you take?</p> <p>5 <b>A. Gabapentin.</b></p> <p>6 <b>Q.</b> Is that an anti-inflammatory or pain med?</p> <p>7 <b>A. It's a type of pain medication, I believe.</b></p> <p>8 <b>Q.</b> Okay. Besides taking that, anything else?</p> <p>9 <b>A. I take an anti-inflammatory.</b></p> <p>10 <b>Q.</b> Is that for the left arm or the right arm?</p> <p>11 <b>A. It's all right. I take -- I'm trying to think</b></p> <p>12 <b>now. Well, I have, in case I need it, and I try</b></p> <p>13 <b>not to take them, but Tramadol and hydrocodone,</b></p> <p>14 <b>but I try not to take those.</b></p> <p>15 <b>Q.</b> Okay. So that's the medicine that you're still</p> <p>16 taking. Is there anything -- and there is no</p> <p>17 physical therapy with respect to the right arm</p> <p>18 currently?</p> <p>19 <b>A. No. We're pretty much done with that.</b></p> <p>20 <b>Q.</b> And then in terms of function, you have mentioned</p> <p>21 there is weakened grip?</p> <p>22 <b>A. Yes.</b></p> <p>23 <b>Q.</b> And you have the numbness in the pinky and ring</p> <p>24 finger. What other limitations can you</p>

<p style="text-align: right;">156</p> <p>1 appreciate with respect to the right arm?</p> <p>2 <b>A. Pinky.</b></p> <p>3 <b>Q. What about it?</b></p> <p>4 <b>A. It wouldn't go in.</b></p> <p>5 <b>Q. So you can't --</b></p> <p>6 <b>A. (Interrupting) I can't (indicating).</b></p> <p>7 <b>Q. You can't move the pinky so it abuts the index</b></p> <p>8 <b>finger?</b></p> <p>9 <b>A. Or the ring finger.</b></p> <p>10 <b>Q. The ring finger?</b></p> <p>11 <b>A. Correct.</b></p> <p>12 <b>Q. And anything else? Do you still have the full</b></p> <p>13 <b>range of motion in your hand?</b></p> <p>14 <b>A. Yes. As long as I do it controlled and slow. If</b></p> <p>15 <b>I start forgetting and -- you know, because I</b></p> <p>16 <b>feel good and I start doing things fast, it's</b></p> <p>17 <b>like all of a sudden I'll get -- it will burn</b></p> <p>18 <b>here (indicating), burn under here (indicating),</b></p> <p>19 <b>and it will like pang all the way down. It will</b></p> <p>20 <b>start tingling real bad again.</b></p> <p>21 <b>Q. So in terms of the shoulder movement, fine?</b></p> <p>22 <b>A. Shoulder is fine.</b></p> <p>23 <b>Q. Elbow movement fine?</b></p> <p>24 <b>A. No. The elbow is a bit sore. I think it's</b></p>	<p style="text-align: right;">158</p> <p>1 <b>A. Yes, yes. The pinky and the ring finger and the</b></p> <p>2 <b>thumb is -- I have a problem with the thumb</b></p> <p>3 <b>coming in here (indicating). Not like this</b></p> <p>4 <b>(indicating), but this way (indicating). And my</b></p> <p>5 <b>hand shakes.</b></p> <p>6 <b>Q. Has the doctor told you -- that would be Sagerman</b></p> <p>7 <b>-- when you can expect any further improvement,</b></p> <p>8 <b>or is this what you're going to have?</b></p> <p>9 <b>A. He said nerve damage takes a long time to heal</b></p> <p>10 <b>especially as we get older. He wouldn't rule out</b></p> <p>11 <b>a full healing. He wouldn't say I was going to</b></p> <p>12 <b>be stuck like this forever. He just said time</b></p> <p>13 <b>will tell.</b></p> <p>14 <b>Q. So we don't know yet, and he doesn't know for</b></p> <p>15 <b>sure?</b></p> <p>16 <b>A. Right.</b></p> <p>17 <b>Q. I'm going to show you what I'm going to mark as</b></p> <p>18 <b>2.</b></p> <p>19 <b>A. He knows more about it than I do.</b></p> <p>20 <b>MS. FREEMAN: There is no question</b></p> <p>21 <b>pending.</b></p> <p>22 <b>THE WITNESS: Got you.</b></p> <p>23 <b>Q. I think I know the answer to this, but this is</b></p> <p>24 <b>medical expenses as of March 19, 2012, \$7,333.04.</b></p>
<p style="text-align: right;">157</p> <p>1 <b>because of the surgery he did in there. He had</b></p> <p>2 <b>to do a nerve release or something. It was</b></p> <p>3 <b>tight.</b></p> <p>4 <b>Q. And did the doctor tell you whether that nerve</b></p> <p>5 <b>release in the elbow was somehow related to the</b></p> <p>6 <b>injury to the mid forearm?</b></p> <p>7 <b>A. He said that it's natural. You know, the way he</b></p> <p>8 <b>explained it to me, it tore through the middle.</b></p> <p>9 <b>It's not a cut, it's a tear. Things got pulled</b></p> <p>10 <b>from both ends, you know, and that's the next</b></p> <p>11 <b>spot that will be affected from the pull. So</b></p> <p>12 <b>that's the way it was kind of explained to me.</b></p> <p>13 <b>He said it's natural with what happened, with</b></p> <p>14 <b>this type of thing that happened.</b></p> <p>15 <b>Q. Okay. The elbow is sore when you're moving it.</b></p> <p>16 <b>Is that all the time or just periodically?</b></p> <p>17 <b>A. It's sore pretty much all the time.</b></p> <p>18 <b>Q. And you can still move it in all directions,</b></p> <p>19 <b>though?</b></p> <p>20 <b>A. Yes. As long as I'm careful.</b></p> <p>21 <b>Q. And then the hand, with respect to the movement</b></p> <p>22 <b>of -- it is a weakened grip, but in terms of</b></p> <p>23 <b>moving it, with the exception of the pinky, it</b></p> <p>24 <b>still moves the same?</b></p>	<p style="text-align: right;">159</p> <p>1 There is more medical expenses we don't have?</p> <p>2 <b>A. Right.</b></p> <p>3 <b>Q. The surgery in July and the physical therapy</b></p> <p>4 <b>and --</b></p> <p>5 <b>A. (Interrupting) Yes.</b></p> <p>6 <b>Q. I take it you're making a claim for the tennis</b></p> <p>7 <b>elbow as well?</b></p> <p>8 <b>A. You know, they tell me it's a natural part of it</b></p> <p>9 <b>because of the not using this arm (indicating)</b></p> <p>10 <b>and using this thing (indicating) for everything</b></p> <p>11 <b>from drinking to driving to everything that I do.</b></p> <p>12 <b>And they -- yes.</b></p> <p>13 <b>Q. So there may be expenses associated with the left</b></p> <p>14 <b>arm that we don't have?</b></p> <p>15 <b>A. It's a result of.</b></p> <p>16 <b>Q. You have had medical expenses for the treatments</b></p> <p>17 <b>and care of the left arm?</b></p> <p>18 <b>A. Yes, minimal.</b></p> <p>19 <b>Q. We don't have those as part of this as well,</b></p> <p>20 <b>correct?</b></p> <p>21 <b>A. Right.</b></p> <p>22 <b>Q. I just want to go through some photos here. This</b></p> <p>23 <b>is a photo of your arm after the chain saw</b></p> <p>24 <b>injury, obviously, correct? 2A?</b></p>

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<p>1 <b>A.</b> This is a long time after, yes.</p> <p>2 <b>MR. BARCH:</b> Now I need to make that medical</p> <p>3 <b>expense summary Exhibit No. 3. Sorry.</b></p> <p>4 (Exhibit No. 3 marked for</p> <p>5 identification by Mr. Barch.)</p> <p>6 <b>MR. BARCH:</b> I shouldn't have premarked</p> <p>7 the other ones.</p> <p>8 <b>Q.</b> The other questions I was asking you when I was</p> <p>9 referring to Exhibit 2, it's now 3. The answers</p> <p>10 would be the same? We don't have all the medical</p> <p>11 expenses?</p> <p>12 <b>A.</b> Right.</p> <p>13 <b>Q.</b> 2A, that is your forearm after the chain saw</p> <p>14 injury?</p> <p>15 <b>A.</b> Yes.</p> <p>16 <b>Q.</b> Is that how it looks today?</p> <p>17 <b>A.</b> No.</p> <p>18 <b>Q.</b> What is that --</p> <p>19 <b>A.</b> (Interrupting) No.</p> <p>20 <b>Q.</b> What is going on now?</p> <p>21 <b>A.</b> It's now got a scar that crosses it where they</p> <p>22 went in.</p> <p>23 <b>Q.</b> Okay. So that is the second surgery, though?</p> <p>24 <b>A.</b> Yes.</p>	<p>1 <b>A.</b> Yes.</p> <p>2 <b>Q.</b> Where is this?</p> <p>3 <b>A.</b> That's at his home.</p> <p>4 <b>Q.</b> When did you take that?</p> <p>5 <b>A.</b> That phone conversation you asked me I talked to</p> <p>6 him about, I went up there to get his address for</p> <p>7 his house for Hans, and he was outside.</p> <p>8 <b>Q.</b> Oh, so when your attorney needed his address, you</p> <p>9 went up there to get it?</p> <p>10 <b>A.</b> I knew where he lived. I didn't know the</p> <p>11 address, so I just drove past.</p> <p>12 <b>Q.</b> And did you shoot this from the car or something?</p> <p>13 <b>A.</b> As I drove by the house, yes.</p> <p>14 <b>Q.</b> Did he know you were taking that?</p> <p>15 <b>A.</b> Yes. I showed it to him.</p> <p>16 <b>Q.</b> And then I guess 2J, this was just part of the</p> <p>17 records. Is this before the second -- before the</p> <p>18 July surgery or --</p> <p>19 <b>A.</b> (Interrupting) This is the X-ray from the</p> <p>20 emergency room.</p> <p>21 <b>Q.</b> Okay.</p> <p>22 <b>A.</b> Kind of shows --</p> <p>23 <b>MS. FREEMAN:</b> (Interrupting) There is no</p> <p>24 question pending.</p>
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<p>1 <b>Q.</b> The second procedure. So these are all pre --</p> <p>2 <b>A.</b> (Interrupting) Pre the July surgery, yes.</p> <p>3 <b>Q.</b> The July, 2012. This is what it would have</p> <p>4 looked like, I take it then, had you not had the</p> <p>5 additional surgery?</p> <p>6 <b>A.</b> Correct.</p> <p>7 <b>Q.</b> Same thing with 2D and 2E?</p> <p>8 <b>A.</b> Yes. These are all from pre.</p> <p>9 <b>Q.</b> Now we go over to 2F. There is an additional</p> <p>10 photo with some more of I guess an incision that</p> <p>11 runs up and down your forearm?</p> <p>12 <b>A.</b> Yes.</p> <p>13 <b>Q.</b> And there is also one -- that's the July, 2012</p> <p>14 stuff?</p> <p>15 <b>A.</b> Yes.</p> <p>16 <b>Q.</b> You have scars now on your arm from those as</p> <p>17 well?</p> <p>18 <b>A.</b> Yes.</p> <p>19 <b>Q.</b> 2F, G, H show the arm after that July, 2012</p> <p>20 surgery?</p> <p>21 <b>A.</b> Correct.</p> <p>22 <b>Q.</b> What is I? This came from your counsel, too, 2I.</p> <p>23 <b>A.</b> That's David.</p> <p>24 <b>Q.</b> That's Mr. Gagnon?</p>	<p>1 <b>THE WITNESS:</b> Sorry.</p> <p>2 <b>MR. BARCH:</b> I think's all I have for now.</p> <p>3 <b>EXAMINATION BY MR. ACCARDO:</b></p> <p>4 <b>Q.</b> For your left arm and left elbow, you had injured</p> <p>5 those before 2011; is that right?</p> <p>6 <b>A.</b> Excuse me?</p> <p>7 <b>Q.</b> You had injured your left arm and your left elbow</p> <p>8 before 2011?</p> <p>9 <b>A.</b> Correct.</p> <p>10 <b>Q.</b> And that was in a car accident?</p> <p>11 <b>A.</b> Yes.</p> <p>12 <b>Q.</b> And that took place when?</p> <p>13 <b>A.</b> Ten years ago.</p> <p>14 <b>Q.</b> What type of injury did you suffer in that car</p> <p>15 accident?</p> <p>16 <b>A.</b> I suffered a broken neck, and I had to have an</p> <p>17 ulnar nerve transposition done.</p> <p>18 <b>Q.</b> Okay. And where was that done?</p> <p>19 <b>A.</b> That was done I think late -- what did they call</p> <p>20 that? That was a long time ago at the hospital,</p> <p>21 Lake Forest Hospital.</p> <p>22 <b>Q.</b> Do you remember which doctor performed that?</p> <p>23 <b>A.</b> The same doctor.</p> <p>24 <b>Q.</b> The same doctor as what?</p>

<p style="text-align: right;">164</p> <p>1 <b>A. Sageman.</b></p> <p>2 <b>Q. Okay.</b></p> <p>3 <b>A. That's why I knew him.</b></p> <p>4 <b>MS. FREEMAN: Just answer the question.</b></p> <p>5 <b>Q. And after the surgery after the automobile</b></p> <p>6 <b>accident about ten years ago did you still have</b></p> <p>7 <b>trouble with the left arm?</b></p> <p>8 <b>A. Still do today.</b></p> <p>9 <b>Q. From the time of the car accident up until the</b></p> <p>10 <b>time of the accident with the chain saw in June</b></p> <p>11 <b>of 2011 did you have trouble with the left arm</b></p> <p>12 <b>and the left elbow?</b></p> <p>13 <b>A. Yes.</b></p> <p>14 <b>Q. And has that changed since the accident in June</b></p> <p>15 <b>of 2011?</b></p> <p>16 <b>A. Yes.</b></p> <p>17 <b>Q. How so?</b></p> <p>18 <b>A. The other side of the elbow hurts.</b></p> <p>19 <b>Q. Okay. Which side of the elbow hurt before?</b></p> <p>20 <b>A. This side (indicating) was from the car accident.</b></p> <p>21 <b>It's like the funny bone.</b></p> <p>22 <b>Q. We're talking about more of the inside of your</b></p> <p>23 <b>elbow?</b></p> <p>24 <b>A. Yes.</b></p>	<p style="text-align: right;">166</p> <p>1 employed the chain saw?</p> <p>2 <b>A. No.</b></p> <p>3 <b>Q. And before the accident the day you were cutting</b></p> <p>4 <b>down the pine tree did you have any criticism</b></p> <p>5 <b>with the way David was using or employing the</b></p> <p>6 <b>chain saw?</b></p> <p>7 <b>A. No.</b></p> <p>8 <b>Q. Was there any alcohol involved in the June, 2011</b></p> <p>9 <b>incident?</b></p> <p>10 <b>A. Possibly on Bill's part, Bill McGuire, but</b></p> <p>11 <b>neither of us.</b></p> <p>12 <b>Q. Not on David's part?</b></p> <p>13 <b>A. No.</b></p> <p>14 <b>Q. Any reason to believe that David was under the</b></p> <p>15 <b>influence of any type of drugs or alcohol at the</b></p> <p>16 <b>time of the accident?</b></p> <p>17 <b>A. No.</b></p> <p>18 <b>Q. At any point before the actual accident took</b></p> <p>19 <b>place when you were cutting down the pine tree</b></p> <p>20 <b>did you express any displeasure or any concern</b></p> <p>21 <b>over the process that David had set up for</b></p> <p>22 <b>trimming the limbs?</b></p> <p>23 <b>A. No.</b></p> <p>24 <b>Q. You didn't see any problem with it?</b></p>
<p style="text-align: right;">165</p> <p>1 <b>Q. All right.</b></p> <p>2 <b>A. Where this is out up here (indicating).</b></p> <p>3 <b>Q. Okay. And by "out here" (indicating), you're</b></p> <p>4 <b>talking about the outer part of the elbow?</b></p> <p>5 <b>A. Yes.</b></p> <p>6 <b>Q. You still have trouble with the inner part of the</b></p> <p>7 <b>elbow?</b></p> <p>8 <b>A. Yes. Cold days.</b></p> <p>9 <b>Q. The time when you were working with David on the</b></p> <p>10 <b>apple tree --</b></p> <p>11 <b>A. (Interrupting) Yes.</b></p> <p>12 <b>Q. -- was that the only time you had worked with him</b></p> <p>13 <b>where there was a chain saw involved before June</b></p> <p>14 <b>of 2011?</b></p> <p>15 <b>A. With him with the chain saw, yes. There was a</b></p> <p>16 <b>tree down in the front yard, but I don't know who</b></p> <p>17 <b>did it. I assumed he did.</b></p> <p>18 <b>Q. I'm just talking about you working with him with</b></p> <p>19 <b>the chain saw before 2011.</b></p> <p>20 <b>A. Yes.</b></p> <p>21 <b>Q. Was it just the apple tree?</b></p> <p>22 <b>A. That was it.</b></p> <p>23 <b>Q. During the cutting of the apple tree did you have</b></p> <p>24 <b>any criticism with the way that David used or</b></p>	<p style="text-align: right;">167</p> <p>1 <b>A. He seemed like he knew what he was doing.</b></p> <p>2 <b>Q. My question to you was did you see any problem</b></p> <p>3 <b>with it, though?</b></p> <p>4 <b>A. No. I wouldn't know.</b></p> <p>5 <b>Q. Now, I just want to go back to right before you</b></p> <p>6 <b>got cut and talk a little bit about the saw</b></p> <p>7 <b>because I am a little confused. When David</b></p> <p>8 <b>started walking towards you, was the chain still</b></p> <p>9 <b>going or had it already been put into idle at</b></p> <p>10 <b>that point?</b></p> <p>11 <b>A. He was cutting, stopped, came up, took the finger</b></p> <p>12 <b>off the trigger because the whole thing went</b></p> <p>13 <b>down, you know -- I think it stopped. The chain</b></p> <p>14 <b>pretty much stopped.</b></p> <p>15 <b>Q. Okay. And then he starts walking toward you?</b></p> <p>16 <b>A. Right.</b></p> <p>17 <b>Q. And at any point did you see his finger hit the</b></p> <p>18 <b>trigger?</b></p> <p>19 <b>A. I didn't see his finger hit the trigger, no.</b></p> <p>20 <b>Q. You just heard?</b></p> <p>21 <b>A. Yes.</b></p> <p>22 <b>Q. And then you saw the chain --</b></p> <p>23 <b>A. (Interrupting) Yes.</b></p> <p>24 <b>Q. -- start to speed up?</b></p>

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1 **A.** Yes.

2 **Q.** Or you actually saw the chain engage?

3 **A.** Yes.

4 **Q.** Okay.

5 **A.** Start to move.

6 **Q.** About how much time elapsed from the time he put  
7 the saw into idle or took his finger off the  
8 trigger until you heard or saw the chain engage  
9 again? Was it just a matter of seconds?

10 **A.** Yes, it was seconds.

11 **Q.** And then about how much time elapsed from the  
12 time you saw or heard the chain engage until the  
13 time you were actually cut?

14 **A.** Split seconds. It came fast.

15 **Q.** After the chain or saw engaged right before you  
16 were cut, did you see David move in any  
17 particular way?

18 **A.** Say that again. I lost you in the middle.

19 **Q.** After you saw the chain and the saw engage before  
20 you were cut, did you see David's body move in  
21 any particular way? Did you see any type of  
22 jerking movement or anything like that?

23 **A.** No. He started walking towards me.

24 **Q.** But at some point I think you said you saw the

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1 saw coming up?

2 **A.** Yes.

3 **Q.** Okay. How high was the saw when it cut you?

4 **A.** It was my eye height. My eyes.

5 **Q.** And how was David holding it at that point?

6 **A.** (Indicating).

7 **Q.** Okay. You're showing me --

8 **A.** (Interrupting) Saw pointing up.

9 **Q.** Saw pointing up. One hand would have been on the  
10 bar?

11 **A.** Yes.

12 **Q.** The safety bar?

13 **A.** Yes.

14 **Q.** And then the other hand where?

15 **A.** Down on the trigger.

16 **Q.** Okay. And the actual saw was pointed straight up  
17 in the air?

18 **A.** No. It was maybe a 45 it went to.

19 **Q.** When you heard and saw the chain engage, where  
20 was the saw pointing?

21 **A.** Down toward the ground at about a 45.

22 **Q.** So from the time you heard or saw the chain  
23 engage up until the time you were cut, David  
24 moved it from about 45 degrees to the ground up

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1 pointing towards the sky about 45 degrees?

2 **A.** Yes.

3 **Q.** And how would you describe the manner in which he  
4 did that? Was that something that was --

5 **A.** (Interrupting) Just raise it.

6 **Q.** Was that something that was fast? Was it slow?  
7 Was it sudden?

8 **A.** It was very sudden and fast.

9 **Q.** Did it look like he had lost control of the saw,  
10 or did it look like he did it on purpose?

11 **A.** No, it looked like he was in control, but I don't  
12 know -- I have asked him. I don't know if he  
13 tripped over something --

14 **Q.** (Interrupting) I'm not -- I'm just asking you  
15 if --

16 **A.** -- or what. I don't know the answer to that.

17 **Q.** Okay. You said you were holding the branch with  
18 your right arm or your right hand, right?

19 **A.** Uh-huh.

20 **Q.** Okay. And you were facing with your body towards  
21 David?

22 **A.** Yes.

23 **Q.** Okay. And then when you heard and saw the chain  
24 engage, you dropped the branch?

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1 **A.** Yes.

2 **Q.** And then you I think motioned -- you said you  
3 turned your body it would have been to the right  
4 and up and away?

5 **A.** Yes. First I went up, and then I was trying to  
6 get up and out of the way because that saw blade  
7 came up to a 45, and I had to get the heck out of  
8 there.

9 **Q.** Where was your arm when it actually got cut, and  
10 in what position was it?

11 **A.** Can I stand up and show you so I can describe it?

12 **Q.** Yes.

13 **A.** It was -- I was turned like this (indicating),  
14 and it cut me right here (indicating).

15 **Q.** Okay.

16 MR. ACCARDO: So let the record reflect  
17 that Mr. Dulberg's right arm was basically  
18 parallel with his nose and eyes.

19 **Q.** Is that about right?

20 **A.** Yes, it was. Yes.

21 **Q.** And your body was turned about --

22 **A.** (Interrupting) I was in the middle of pivoting to  
23 get away.

24 **Q.** Okay. After the chain and the saw engaged did

<p style="text-align: right;">172</p> <p>1 David keep walking towards you, or was it just 2 more of a movement with his hands and arms? 3 <b>A. Say it again.</b> 4 <b>Q.</b> After you saw the saw and the chain engaged did 5 David keep walking towards you, or was it simply 6 a motion with his hands and arms? 7 <b>A. It was a motion up.</b> 8 <b>Q.</b> So he had stopped walking or moving towards you? 9 <b>A. I think that there were still forward momentum</b> 10 <b>going on, yes, because it started and it came up</b> 11 <b>-- yes, there had to be. I don't know. There</b> 12 <b>had to be, though. My eyes were on the blade at</b> 13 <b>that point.</b> 14 <b>Q.</b> And now I know you said when you were in the 15 emergency room that David said something about 16 kickback? 17 <b>A. I asked him -- the emergency room staff asked</b> 18 <b>what the heck happened, and that was his</b> 19 <b>response.</b> 20 <b>Q.</b> Did you overhear what he told to the people at 21 the emergency room? 22 <b>A. Yes.</b> 23 <b>Q.</b> What did he tell the people at the emergency 24 room?</p>	<p style="text-align: right;">174</p> <p>1 me, if you know, what specifically has David told 2 you about what he thinks happened on the date of 3 the accident? 4 <b>A. He doesn't know.</b> 5 <b>Q.</b> Has he offered any type of explanation as to what 6 happened? 7 <b>A. No. I think he's afraid to. I don't know.</b> 8 <b>MS. FREEMAN: There is no question pending.</b> 9 <b>Q.</b> Why do you think he's afraid to? 10 <b>A. Because I don't think he knows.</b> 11 <b>Q.</b> As you sit here today do you think this is 12 something he did on purpose or intentionally? 13 <b>A. I think he screwed up and had a brain fart.</b> 14 <b>Q.</b> So the answer to my question would be no? 15 <b>A. Right.</b> 16 <b>Q.</b> At any point while you were in the emergency room 17 did you ever have a discussion with David where 18 you indicated to him that you thought that both 19 of you could make a lot of money off of this? 20 Did that conversation ever happen? 21 <b>A. No.</b> 22 <b>MR. ACCARDO: I don't have anything</b> 23 <b>else.</b> 24 <b>MR. BARCH: Only question I have in</b></p>
<p style="text-align: right;">173</p> <p>1 <b>A. He said kickback or something. I just don't</b> 2 <b>know. He took his hands, put them on the head</b> 3 <b>and put them between his knees and just stayed</b> 4 <b>there and did not say nothing.</b> 5 <b>Q.</b> Did they ask him more than once what happened? 6 <b>A. Yes, a couple of times, and I just looked at the</b> 7 <b>emergency room staff, and I said, "I think it's</b> 8 <b>an accident. Let's just get this done."</b> 9 <b>Q.</b> When they asked him the second or the third time 10 what happened, what was his response? 11 <b>A. At that point he had his head between his knees,</b> 12 <b>and he just goes "I don't know what happened. I</b> 13 <b>just don't know."</b> 14 <b>Q.</b> At any point did you have a conversation with 15 David in the emergency room, outside of the 16 presentation of the emergency room personnel, 17 about what happened? 18 <b>A. No.</b> 19 <b>Q.</b> Now, I know that when you were asked before about 20 some discussions or attempts at discussions about 21 what has happened from the time of the accident 22 up until today's date, I think you sort of just 23 -- sort of made some noises and said David did 24 not want to talk about it. I want you to tell</p>	<p style="text-align: right;">175</p> <p>1 follow-up -- just one. 2 EXAMINATION BY MR. BARCH: 3 <b>Q.</b> You mentioned that you and Mr. Gagnon were not 4 drinking that afternoon, correct? 5 <b>A. Correct.</b> 6 <b>Q.</b> And you said Bill. I guess you're referring to 7 Bill McGuire may have been drinking? 8 <b>A. He's been known to.</b> 9 <b>Q.</b> Okay. As you sit here today do you believe that 10 if he had consumed beer or something that day, 11 that that played some role in what happened to 12 you with the chain saw? 13 <b>A. It played no role.</b> 14 <b>MR. BARCH: That's all</b> 15 <b>MR. ACCARDO: Nothing else.</b> 16 <b>MS. FREEMAN: I think we will waive</b> 17 <b>signature.</b> 18 (The deposition of this witness came 19 to a close at 3:33 p.m.) 20 21 22 23 24</p>

CERTIFICATE OF SHORTHAND REPORTER

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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.

*Angela D. Oldenburg*  
Certified Shorthand Reporter  
922 North Lyford Road  
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EXHIBIT

2 A

EXHIBIT

2 B

LABOR

EXHIBIT

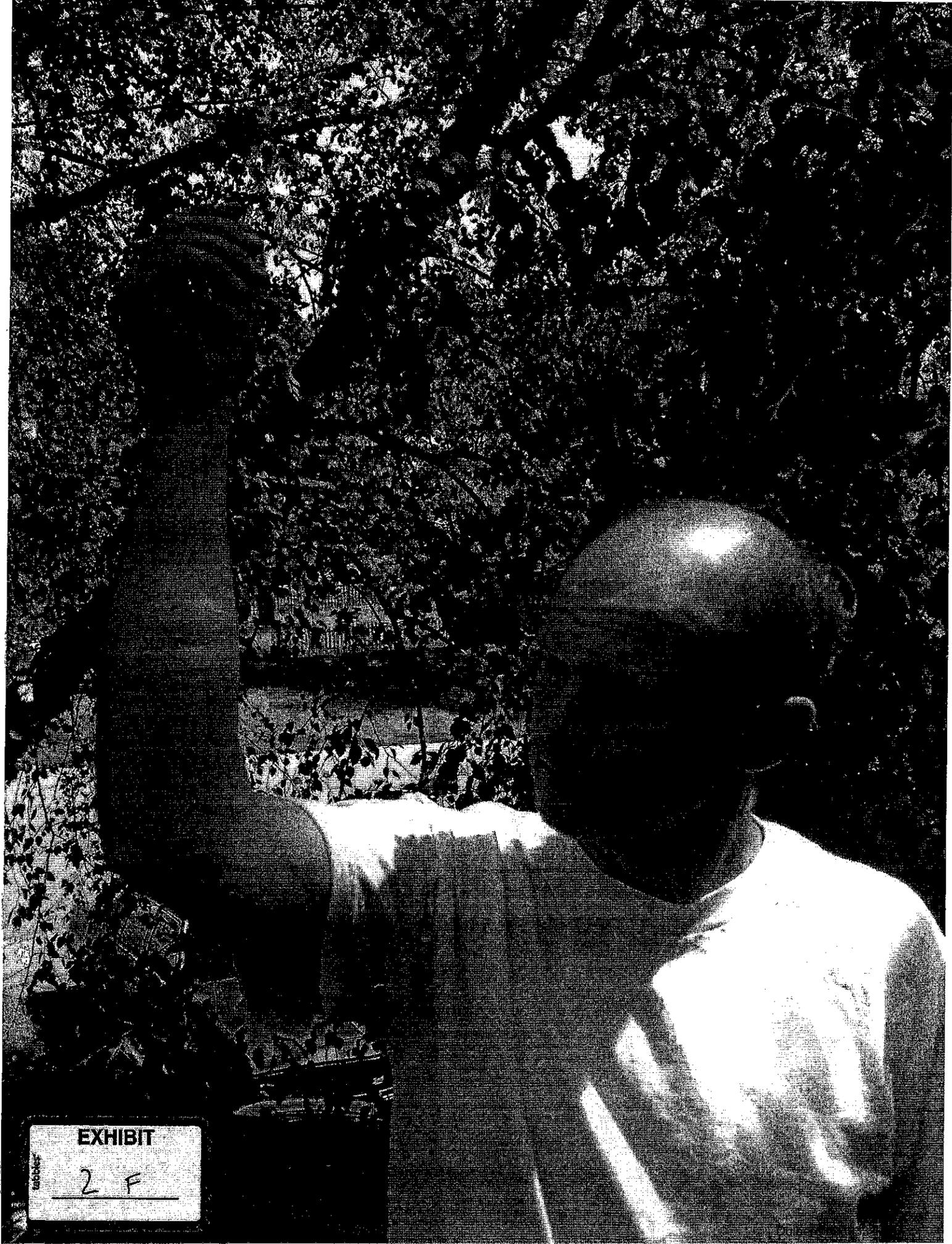
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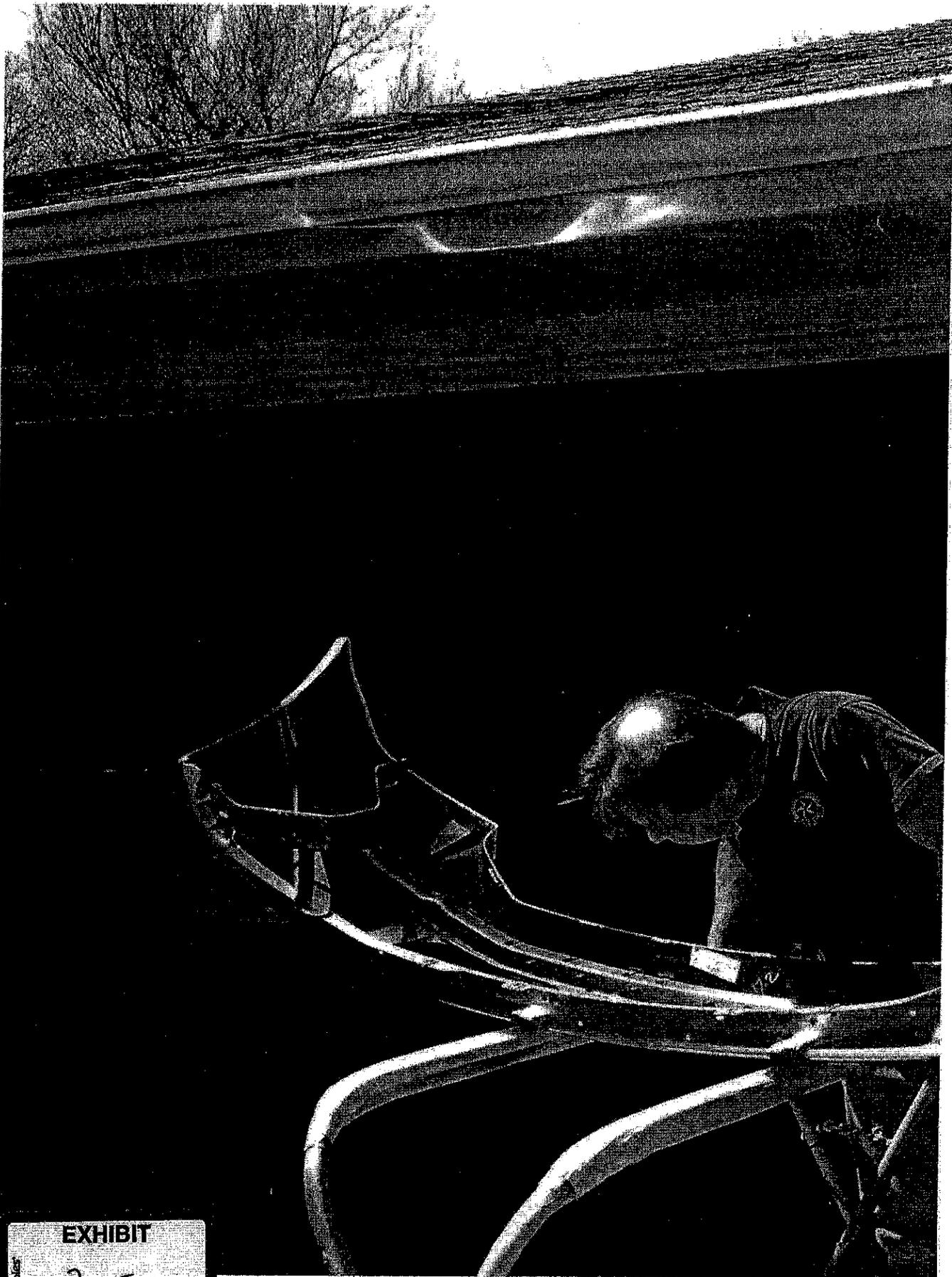


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**COPY**

Discovery Deposition  
of **WILLIAM McGUIRE**

**Date:** March 20, 2013

**Case:** Dulberg v. Gagnon

**Urbanski**  
Reporting Company

**Phone: 312-977-1777**

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

1 APPEARANCES:  
2

3 MR. HANS MAST  
4 LAW OFFICES OF THOMAS J. POPOVICH  
5 3416 W. Elm Street  
6 McHenry, Illinois 60050  
7 (815) 344-3797

8 Appeared on behalf of the Plaintiff.  
9

10 MR. RONALD A. BARCH  
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12 6323 East Riverside Boulevard  
13 Rockford, Illinois 61114  
14 (815) 226-7700

15 Appeared on behalf of the Defendants, Carolyn  
16 and Bill McGuire.

17 MR. PERRY A. ACCARDO  
18 LAW OFFICE OF M. GERARD GREGOIRE  
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20 Suite 2650  
21 Chicago, Illinois 60601  
22 (312) 558-9821

23 Appeared on behalf of the Defendant, David  
24 Gagnon.

\* \* \* \*

I N D E X

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WITNESS

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1 THE REPORTER: Sir, can you raise your right  
2 hand, please?

3 WILLIAM MCGUIRE,  
4 after being first duly sworn, deposeth and saith as  
5 follows:

6 EXAMINATION

7 BY MR. MAST:

8 Q. Please state your name, sir.

9 A. William McGuire.

10 MR. MAST: This is the discovery deposition of  
11 William McGuire, taken pursuant to notice, in  
12 accordance with the applicable rules.

13 BY MR. MAST:

14 Q. Mr. McGuire, what's your address?

15 A. 1016 West Elder Avenue, McHenry,  
16 Illinois 60051.

17 Q. Okay. And you live with Carolyn?

18 A. Yes.

19 Q. She is your wife?

20 A. Yes.

21 Q. How long have you been married?

22 A. I am not remembering very good. '91. Since  
23 '91.

24 Q. Okay. And you have always lived at that

1 address?

2 A. Let's see.

3 Q. I meant during your marriage.

4 A. I moved in in '89.

5 Q. At the Elder address?

6 A. Correct.

7 Q. Before you were married?

8 A. Yeah. Yes.

9 Q. Okay. Do you have any prior marriages?

10 A. No.

11 Q. Okay. Any children?

12 A. No.

13 Q. Okay. Okay. And Carolyn has three children,  
14 two daughters and a son, correct?

15 A. Yes.

16 Q. And the son is David Gagnon?

17 A. Yes.

18 Q. Okay. And have you known Dave -- Well, let  
19 me ask this: How long before you were married did you  
20 know --

21 A. I have known Dave since 1984.

22 Q. How did you meet Dave?

23 A. Through his mother.

24 Q. So you have known Carolyn since '84 as well?

1 A. Correct.

2 Q. Okay. Is that when you started kind of  
3 dating, that type of thing?

4 A. Yes.

5 Q. Where did you meet? Through what kind of --

6 A. Where did I meet Carolyn?

7 Q. How did you meet Carolyn? I'm sorry.

8 A. I met Carolyn at a marina.

9 Q. Okay. And are you retired?

10 A. Yes.

11 Q. What is your work -- Before you retired, what  
12 were you doing?

13 A. Carpenter.

14 Q. Okay. When did you retire?

15 A. '06.

16 Q. Is that because of the disability?

17 A. Yes.

18 Q. Okay. Are you -- What's your injury? What's  
19 your disability, back?

20 A. Correct.

21 Q. Okay. So you are not able to do heavy type  
22 work; is that correct?

23 A. No.

24 Q. Is that correct?

1 A. Yes.

2 Q. Okay. So you have some type of permanent  
3 chronic back problem?

4 A. Yes.

5 Q. All right. I am sure you have used a chain  
6 saw in your life, correct, or not?

7 A. No.

8 Q. So you never used a chain saw?

9 A. No.

10 Q. Okay. Although we have a chain saw here on  
11 the table that I am understanding you and Carolyn  
12 purchased --

13 A. Correct.

14 Q. -- the same year as Paul's accident at your  
15 house?

16 A. Yes.

17 Q. Okay. And I might be wrong but I am taking  
18 this from what Carolyn said but Carolyn said that  
19 sometime early 2011 before Paul's June 2011 accident  
20 you two purchased this chain saw that's here on the  
21 desk today?

22 A. Yes.

23 Q. And it's a red bodied chain saw and it's a  
24 gas chain saw, correct?

1 A. Yes.

2 Q. From Efco, E-F-C-O, MT, 3500. That's what I  
3 am reading off of it; is that right?

4 A. Yes.

5 Q. Yes?

6 A. Yes.

7 Q. Okay. Who purchased it?

8 A. I did.

9 Q. Okay. Where did you purchase it from?

10 A. Menards.

11 Q. And since you have never used the chain saw  
12 before and I am assuming because of your injury you  
13 weren't planning on using this one, why did you  
14 purchase it?

15 A. Well, I was wondering if we had a storm come  
16 through and some trees come down I would learn how to  
17 use it. I am a carpenter.

18 Q. Okay.

19 A. And I pick up things very quick but if I  
20 don't have to use it, I don't want to use it.

21 Q. Okay. So you got it in case?

22 A. Emergency, correct.

23 Q. Okay. And you got it for your use, not  
24 anybody else's?

1 A. Yes.

2 Q. For yours, I mean, you physically?

3 A. Personally. Personally in case we have trees  
4 come down or any of that problems.

5 Q. But for you to use, correct? Not for you to  
6 have somebody else use. You got it for you to use; is  
7 that correct?

8 A. Basically I bought it if one of the kids  
9 wanted to borrow it, I would let them borrow it.

10 Q. I understand the options there, but I am  
11 asking the reason you bought it is for you to use, not  
12 somebody else to use?

13 A. Yes.

14 Q. There is options, anybody can use it. I get  
15 that.

16 A. Yes.

17 Q. But you bought it for yourself to use,  
18 though, correct?

19 A. Yes.

20 Q. All right. How long have you known Paul  
21 Dulberg?

22 A. I probably met him in the '80s because David  
23 and him were probably friends and, you know, kids come  
24 over and come and go and that's probably when I ran

1 across him the first time.

2 Q. All right. Before -- I think Paul's chain  
3 saw accident at your house was sometime June 2011; is  
4 that your understanding?

5 A. Yeah.

6 Q. Okay. Did you know Paul to ever use a chain  
7 saw before his injury at your house in 2011?

8 A. Yes. He was on the property and David used  
9 the chain saw.

10 Q. Are we talking the day of his accident?

11 A. This is prior.

12 Q. Okay. Go ahead.

13 A. Because you were asking if Paul -- I ever saw  
14 him operate a chain saw.

15 Q. You are right.

16 A. And he was at the house. David cut down an  
17 apple tree in the backyard and I saw Paul use the chain  
18 saw on an apple -- the stump, the apple stump, to try  
19 to get it closer to the ground. That's the only time I  
20 ever seen him use the chain saw.

21 Q. Fair enough. Was that in the same year of  
22 his accident at your house?

23 A. That was prior.

24 Q. Same year, though?

1 A. You know, probably -- I believe it was. I  
2 believe it was.

3 Q. Carolyn seemed to think the apple tree  
4 cutting was sometime in May of that year.

5 A. You know, she was probably right. It was  
6 before the pine tree..

7 Q. The evergreens or --

8 A. Well, I call them evergreen, pine tree.

9 Q. Same thing. Right. Before Paul's accident?

10 A. Yes.

11 Q. Right. Okay. So according to you, sometime  
12 in May 2011 when the apple tree was being cut down by  
13 Dave, Paul was also there to help and he used it to  
14 cut the stump?

15 A. The stump, the tree stump.

16 Q. Down lower?

17 A. Yes.

18 Q. Okay. And that's the only time -- So the  
19 only time you ever saw Paul use a chain saw before his  
20 accident in June 2011 was the one time at your house  
21 when he cut the stump off that apple tree?

22 A. Yes. He got the stump lower to the ground.

23 Q. Is that true? What I just said, is that  
24 true? I will say it again because you interrupted me

1 by adding on. Let's just answer what my question is.

2 Okay. My question is: The only time  
3 you ever seen Paul use a chain saw before his accident  
4 at your house in June 2011 was when he cut the stump  
5 down a little bit lower from the apple tree that was  
6 at your house in May of 2011?

7 A. Yes. The one David Gagnon cut down and he  
8 got the stump down lower, yes.

9 Q. Is what I just said true?

10 A. Yes. Yes.

11 Q. All right. Because you keep adding. Just  
12 answer -- If you don't understand my question, I will  
13 reword it, but try to answer what I am asking instead  
14 of adding on to what my question is, all right?

15 A. Okay.

16 Q. Got me?

17 A. Yeah.

18 Q. Did you see Paul doing anything with the use  
19 of the chain saw that you thought dangerous or unsafe  
20 before his accident?

21 A. No.

22 Q. Did you know that Paul -- and I'm not sure he  
23 was but I have to ask you. On the day of Paul's  
24 injury at your house in June 2011, you know, with Dave

1 there, do you know if Paul was ever even using the  
2 chain saw that day?

3 A. No.

4 Q. Do you know? You don't know?

5 A. I don't know if he was using the chain saw.

6 Q. That's what I am asking. Okay. Let me ask  
7 you a couple questions and today -- Well, let me ask  
8 it this way: When is the last time you spoke or saw  
9 Paul?

10 A. Probably three weeks ago in a grocery store.

11 Q. Did you speak to him or just see him?

12 A. Said hi.

13 Q. Did he say hi to you?

14 A. Yes.

15 Q. Was that it?

16 A. Correct.

17 Q. Did you see him carrying anything?

18 A. No.

19 Q. Okay. Did you see him do anything that would  
20 suggest he wasn't having problems with his arm that he  
21 cut in this chain saw accident at your house in 2011?

22 A. I did not see him doing anything but walking  
23 with his mother.

24 Q. Okay. Before Paul's accident in June 2011 at

1 your house, were -- did you consider him a friend,  
2 just a friend of your stepson's? How did you -- What  
3 was his status with you?

4 A. I considered him a friend of my stepson.

5 Q. Okay. So more of an acquaintance to you  
6 then? He wasn't somebody you'd socialize with outside  
7 of your son or something then?

8 A. Correct. If he wasn't around for my son, he  
9 didn't come around.

10 Q. So he wasn't like your buddy or anything?

11 A. No. No.

12 Q. Okay. So you were on good terms with him  
13 because he was obviously on good terms with your son  
14 before this accident occurred, right?

15 A. Yes.

16 Q. Did that change at all at least in your mind?  
17 Now Dave has spoken his peace so we don't even need to  
18 go into what Dave thinks, but in your mind has your  
19 feelings about Paul changed today versus before his  
20 injury at your house?

21 A. Yes.

22 Q. Okay. Good, bad, indifferent, what?

23 A. Well, I think he is a fibber.

24 Q. Okay. Fair enough. You are just being

1 honest. Okay. Why do you think he is a fibber?

2 A. You know, it should be cut and dry. I mean,  
3 it was an accident.

4 Q. Right. All right.

5 A. And that's all I know.

6 Q. Is it -- So I am reading into this, you can  
7 tell me if I am wrong, but is it because a lawsuit was  
8 filed; is that why?

9 A. Duh. Yes.

10 Q. Well, listen, I have to ask these questions,  
11 sir. Let me just go through this and make it easy for  
12 me, all right?

13 A. I'm sorry. Yes.

14 Q. You are making it hard. The fact that a  
15 lawsuit was filed and you are part of that lawsuit has  
16 that made you feel that he is a fibber?

17 A. Well --

18 Q. Or I am trying to find out.

19 A. Basically, since the lawsuit was filed and,  
20 you know, it wasn't cut and dry, I just probably don't  
21 want nothing to do with him now, so.

22 Q. Okay. So let me -- again, I have -- because  
23 some of the words you have used, I have to ask you  
24 about it. Do you feel he is a fibber or you just

1 don't like the fact that he filed a lawsuit against  
2 you?

3 A. I don't like the fact that he filed a  
4 lawsuit.

5 Q. Okay. So fibber meaning liar, you are not  
6 calling him a liar?

7 A. No. No. No. I'm sorry. Just because he  
8 filed a lawsuit.

9 Q. All right. So let me -- Again, I got to  
10 clear that up now. Do you believe in your mind that  
11 Paul is a fibber or a liar or don't you know?

12 A. I don't know.

13 Q. Okay. And I meant more about this lawsuit  
14 obviously. You don't know if he is lying or fibbing  
15 about the lawsuit because you don't know what  
16 happened, right?

17 A. Yes.

18 Q. Fair enough?

19 A. Yes.

20 Q. Okay. So you would not characterize him as a  
21 fibber for filing the lawsuit because you don't know  
22 if he is or not, true?

23 A. True. True. Yes.

24 Q. Before the accident occurred at your house in

1 June 2011, did you believe Paul was a credible, honest  
2 soul, person?

3 A. Yes.

4 Q. Okay. Did you have any reason to believe  
5 that he would fib prior to this accident?

6 A. No.

7 Q. Okay. All right. Have you heard -- Well,  
8 let me put Dave aside for a minute. Other than  
9 through Dave, have you heard that Paul was trying to  
10 make more out of this accident than was warranted  
11 other than -- I'm sorry. Let me --

12 MR. BARCH: Other than David or his attorney.

13 BY MR. MAST:

14 Q. Yeah. Other than through Dave or Dave's  
15 attorney or your attorney I guess, have you heard  
16 either from Paul or anybody else --

17 A. No.

18 Q. -- something to the effect that Paul was  
19 trying to make more out of this claim or accident than  
20 he should?

21 A. I have not heard nothing, no.

22 Q. Okay. Have you ever heard Paul suggest since  
23 his accident that he was trying to get people to say  
24 things to make this case worth more than it is?

1 A. No.

2 Q. Have you ever heard Paul since his accident  
3 or anybody -- Strike that.

4 Have you ever heard Paul since his  
5 accident ever suggest that he may never have to work  
6 again in his life or he is going to be able to be rich  
7 or anything like that, those issues, since this  
8 accident?

9 A. No.

10 Q. Okay. Have you heard those through Dave?

11 A. No.

12 Q. Dave has not even told you those things that  
13 Paul has said supposedly?

14 A. David has told me that he is not telling the  
15 truth.

16 Q. Okay.

17 A. That's what he told me.

18 Q. All right. So Dave told you Paul is not  
19 telling the truth about the accident.

20 A. Correct.

21 Q. But has Dave ever told you since the accident  
22 that Paul was trying to get him to lie or get him to  
23 say things so that they can retire?

24 A. Dave --

1 Q. Hold on. Let me finish the question -- so he  
2 can retire or make a lot of money out of this case?  
3 Has he said that?

4 A. No. Dave has never told me that.

5 Q. Okay. Okay. So I just want to make one  
6 other question on that just to make sure I covered  
7 everything.

8 Is it fair to say then other than maybe  
9 through your attorney you have never heard any  
10 allegation or suggestion whether by Paul or anybody  
11 else, Dave, Paul, anybody, that Paul was trying to  
12 make more out of this case than was justified and/or  
13 trying to get people to talk in favor of him in return  
14 for anything? Have you ever heard those things?

15 A. Other than David's comments or maybe my  
16 attorney a little bit, I haven't heard nobody else say  
17 a word.

18 Q. Okay. Including Paul, correct?

19 A. Oh, yeah.

20 Q. Okay. So what did Dave tell you in that  
21 regard?

22 A. Dave was saying that somehow the accident  
23 happened different than when the way Paul was  
24 describing it.

1 Q. Okay. And that's not quite what I asked so  
2 let me go back because we are going to get into that.  
3 Okay.

4 Let me -- My question was framed more to  
5 other than your attorney, have you heard from anyone  
6 including Paul, including Dave, anyone, that Paul was  
7 trying to get people to fabricate or lie to his favor  
8 in this case or to help him recover in this case?

9 A. No. Nobody told me that.

10 Q. Not Dave, not Paul, nobody, right?

11 A. The only thing I am saying is the question  
12 you are asking me is the same question I am saying is  
13 if it's got to pertain to the accident, David didn't  
14 agree with the way Paul stated the accident happened.  
15 Other than that --

16 Q. And I understand there is two versions of the  
17 accident. I understand that.

18 A. Correct.

19 Q. My question was different, though. My  
20 question was: Have you ever heard, other than through  
21 your attorney, that either Paul or Dave suggested that  
22 Paul was wanting people to lie for him or to fabricate  
23 anything?

24 A. Other than Dave and my attorney, no. Nobody

1 has told me anything about --

2 Q. I am including Dave in that. What did Dave  
3 tell you about Paul wanting him to fabricate or lie?  
4 Did he say that?

5 A. As far as Paul telling David to change the  
6 story or fabricate?

7 Q. Yeah. Did he do that?

8 A. David never mentioned it to me like that, no.

9 Q. Okay. So all right. So let me say the  
10 question again then. Is it fair to say, and putting  
11 your attorney's comments to you aside, okay, I am not  
12 asking you about your attorneys, but with regard to  
13 anybody else, you have never heard anyone suggest that  
14 Paul was trying to get Dave to lie, fabricate about  
15 this case, fair enough?

16 A. Yeah.

17 Q. Okay. You never heard that?

18 A. No.

19 Q. All right. As I understand it, there are two  
20 evergreens in your backyard back in June 2011 that you  
21 guys wanted cut down so you could put a storage shed  
22 back there, right?

23 A. Yes.

24 Q. Okay. And as I understand it, I don't

1 remember if it was you or your wife, but one of you  
2 asked Dave to do that work -- help with that work,  
3 right?

4 A. Yeah. Knock some lower branches down.

5 Q. Right. Who asked him to do that?

6 A. You know, I don't remember.

7 Q. Okay. It was either you or your wife?

8 A. Correct.

9 Q. And I think your wife said she was going to  
10 pay Dave something for his gas or whatever, right?

11 A. Basically, she'd give him a pair of pants. I  
12 don't know. They are always mothering the son, you  
13 know.

14 Q. Right. So what their arrangement was as far  
15 as money or --

16 A. Some kind of gift.

17 Q. Listen, you are going to make this last twice  
18 as long as -- I'd like to get you in and out of here  
19 as quick as possible but because I have to keep  
20 repeating the question, it's going to make it  
21 difficult so I am just trying to tell you we can  
22 probably get out of here real quick but I am going to  
23 have to keep backing up. So let me try to move  
24 forward but let me finish my question, okay?

1 A. Uh-huh.

2 Q. All right. So whatever the arrangement was  
3 between Carolyn and Dave as far as what he would get  
4 in return for doing this work, you don't know; fair  
5 enough?

6 A. Yes.

7 Q. Okay. And what was Dave's experience, if you  
8 know, in use of a chain saw before this accident with  
9 Paul at your house?

10 A. Stuff I have heard, a project he worked on  
11 through the course of me living there and physically  
12 seeing him prune the trees on the property with a chain  
13 saw.

14 Q. Okay.

15 A. That's about the extent of it.

16 Q. With a chain saw?

17 A. Correct.

18 Q. With your chain saw?

19 A. No. We didn't have it then.

20 Q. Okay. With his chain saw on his property?

21 A. No. Back when David lived at the house.

22 Q. With you?

23 A. On our property when David lived there --

24 Q. Right.

1           A.     -- I don't know where he got the chain saw  
2 but he had a chain saw and he done some pruning on the  
3 property and that I have seen him do.

4           Q.     Okay. Okay. And how often was that? Just  
5 the one time or was it repeatedly?

6           A.     I would say a handful of times.

7           Q.     Okay. Over the course of several years?

8           A.     Yeah. Correct.

9           Q.     And that was while he was living with you?

10          A.     Yeah.

11          Q.     And that's the only time you have known him  
12 to use a chain saw other than in 2011?

13          A.     This goes back in, you know, in say in the  
14 mid '80s, in the '90s, you know, whenever he would go  
15 around the yard and prune stuff up with the chain saw.

16          Q.     Did you have a chain saw at the house at that  
17 point?

18          A.     Not mine. You know, he might have borrowed  
19 one from a friend or he might have had one. I don't  
20 know.

21          Q.     Okay. In 2011 other than the two evergreen  
22 trees he was going to take some of the branches down  
23 off of, did he do -- did Dave do any other work with  
24 the chain saw on your property in that year?

1 A. Cut the apple tree down.

2 Q. Okay. Anything else?

3 A. No.

4 Q. Okay.

5 A. You know, he did a little chain saw work.

6 No. That was about it. That was about it that I  
7 remember.

8 Q. Okay. So the apple tree and the two  
9 evergreens, those are the only chain saw work he was  
10 doing at your house in 2011, correct?

11 A. That I remember. You know, I'm trying to  
12 remember because I know Paul took some scrap from the  
13 front yard from a maple tree.

14 Q. Yeah. Your wife said just to --

15 A. And --

16 Q. Go ahead.

17 A. And I don't remember if he used the chain saw  
18 to cut them pieces up a little further but I don't  
19 remember that.

20 Q. What your wife said was a tree company took  
21 that tree down.

22 A. Yes, they did.

23 Q. Let me finish. And left some stumps or  
24 sections and Paul and Dave cut those sections up so

1 Paul could have firewood. That's what she said.

2 A. I --

3 Q. You don't know?

4 A. I know Paul took the wood, the bulk of the  
5 wood.

6 Q. Who cut it up, you don't know?

7 A. No.

8 Q. Okay. So the only time you know that Dave  
9 used a chain saw on your property in 2011 was the two  
10 evergreens that he was cutting branches off at the  
11 time Paul was hurt and the one apple tree?

12 A. Yes.

13 Q. Okay. I think Paul's accident was June 28,  
14 2011. Do you know that to be true or not?

15 A. You know, it sounds -- but I don't know.

16 Q. Do you know what day of the week it was?

17 A. No.

18 Q. Okay. You were retired so you would have not  
19 been working. Would you have been home at the time?

20 A. Yes.

21 Q. What were you doing at the time of Paul's  
22 injury?

23 A. I was in the house.

24 Q. Doing what?

1 A. Watching TV.

2 Q. Okay. Was that -- Do you know about what  
3 time Paul's accident occurred that day?

4 A. I don't remember.

5 Q. If you were watching TV when his accident  
6 occurred, would that have been pretty much what you  
7 were doing for most of the day prior to leading up to  
8 his accident or were you doing other things in the  
9 house?

10 A. I was in the house. I am trying to  
11 remember -- I might have walked around a little bit,  
12 you know, and then I was in the house.

13 Q. Did you ever go outside the house while Paul  
14 and Dave were in the backyard working?

15 A. No.

16 Q. So would it be fair to say that day of Paul's  
17 accident before his injury, you don't know who was  
18 doing what type of work, where, when or how?

19 A. That's true.

20 Q. Okay. And you never viewed at any time prior  
21 to Paul's injury what they were doing back there in  
22 the backyard, correct?

23 A. That's correct.

24 Q. Do you know what -- I know that you said Dave

1 was going to cut down some limbs from the two  
2 evergreens, right?

3 A. Yes.

4 Q. And I think Carolyn then said ultimately once  
5 the limbs were down, you were going to have the tree  
6 company come out and cut the big base of the tree  
7 down, right?

8 A. Yes.

9 Q. So Dave's task was really just to take the  
10 branches off the base of the tree, right?

11 A. Yeah.

12 Q. All the way up?

13 A. No. No. It was too high.

14 Q. So just up to a certain level?

15 A. Yes. Yes.

16 Q. Okay. How high, do you know?

17 A. You know, I want to say, I don't know, 15, 20  
18 some feet. You know, I don't know. It was tall trees.  
19 That's all I am saying.

20 Q. And the limbs at the bottom are bigger than  
21 the limbs at the top, right?

22 A. Yes.

23 Q. How wide -- if you have an estimate, how wide  
24 are the limbs, the branches, coming off the evergreens

1 at the bottom of the trees?

2 A. Oh, they had to be -- in the base of it had  
3 to be, I don't know, four or five feet, something like  
4 that.

5 Q. How wide around?

6 A. Oh, wide around, inch and a half in diameter.

7 Q. Okay. All right. And do you have any idea  
8 of how many total branches needed to be cut down by  
9 Dave?

10 A. No.

11 Q. Okay. Was it more than 20?

12 A. Oh, yeah. Probably.

13 Q. There was a lot of them?

14 A. Probably, yes.

15 Q. Do you know when he started this work in  
16 relationship to the day of the accident?

17 A. The day before.

18 Q. Okay. Do you know how many hours he worked  
19 the day before?

20 A. Maybe an hour and a half, a couple hours I  
21 think. I really don't remember.

22 Q. Okay. So after working the day before, there  
23 would have been branches already on the ground, right?

24 A. Correct.

1 Q. And did you know Paul was coming over to help  
2 out?

3 A. No.

4 Q. Did you know who invited him over?

5 A. No.

6 Q. Okay. Did you even know he was on your  
7 property when --

8 A. Yes.

9 Q. Let me finish the question. Did you even  
10 know Paul was on your property by the time he got  
11 hurt?

12 A. Yes.

13 Q. How did you know he was on the property?

14 A. Because I seen him out in the yard. I petted  
15 his dog.

16 Q. You mean when he arrived?

17 A. Sometime through the course when he was  
18 there.

19 Q. Oh, because I asked you before if you ever  
20 saw them work during the process of their work and you  
21 said no, so.

22 A. I didn't see them working but I petted his  
23 dog.

24 Q. Oh, so you knew he was there because his dog

1 was there?

2 A. Yes.

3 Q. You didn't know he was there by seeing him?

4 A. Yes. I seen him on the property.

5 Q. All right. When he got there or during the  
6 course of the day?

7 A. I don't know when the exact time he arrived  
8 but I looked out in the yard and there was him and his  
9 dog.

10 Q. Okay. And did you go outside when you saw  
11 him there?

12 A. Maybe I was outside or something. I don't  
13 remember coming in and out but --

14 Q. This is what I am trying to understand, you  
15 said you never saw what they were doing.

16 A. Right.

17 Q. Paul and Dave, so I am assuming what did the  
18 dog come inside and that's when you petted him or when  
19 did you pet the dog?

20 A. They were working behind the garage and I  
21 didn't go behind the garage where they were working but  
22 if you come up to the back -- the back of the house,  
23 before you go around the garage, that's where I saw  
24 David, Paul and the dog. I went outside, petted the

1 dog, said hi to Paul and I went back in the house.

2 Q. All right. So you were only outside a minute  
3 or two?

4 A. Yeah. Not long.

5 Q. Okay. And you went out there specifically to  
6 pet the dog and say hi to them or for some other  
7 reason?

8 A. You know, I might have been taking out a bag  
9 of trash. I don't remember.

10 Q. Okay. And where you saw Paul and Dave, were  
11 they engaged in the tree work at the time or had they  
12 taken a break? What were they doing?

13 A. No. No. Just chitchatting.

14 Q. Okay. So this is before they began work that  
15 day, during the midst of their work, do you know?

16 A. I couldn't tell you.

17 Q. Okay. What time was this, do you know?

18 A. No. I don't remember.

19 Q. Do you know how long Paul was at the property  
20 already by the time you went back to pet the dog and  
21 say hi to him?

22 A. No.

23 Q. Okay. Where you saw them was that in the  
24 area that they would have been working to cut the tree

1 down --

2 A. No.

3 Q. -- or was that somewhere else?

4 A. It was in -- It was like by the driveway and  
5 the work was in the back of the -- towards the back of  
6 the yard. They were in the -- by the -- say around the  
7 back door of the back porch.

8 Q. Of the house.

9 A. Correct.

10 Q. Why were they there in relationship to the  
11 work they were doing? Do you have any idea?

12 A. No. I don't know what they were doing. They  
13 were standing there talking and the dog was sitting  
14 there.

15 Q. All right. Your wife was inside?

16 A. Yes.

17 Q. Did you know your wife ever to go outside  
18 while they were working that day?

19 A. She might have -- Go ahead.

20 Q. Did you know if your wife was ever outside  
21 that day of Paul's injury before his injury?

22 A. I don't keep track of her.

23 Q. So the answer is you don't know?

24 A. I don't know.

1 Q. Okay. All right. So when you went outside,  
2 you met up with them kind of at the rear of the house?

3 A. Yes.

4 Q. But they were not engaged in the work at the  
5 time, right?

6 A. Right.

7 Q. And you pet the dog and went back inside?

8 A. Yes.

9 Q. Okay. And that's the extent of your time  
10 outside the house prior to Paul's injury to your  
11 knowledge?

12 A. Yeah.

13 Q. Okay. So you don't know who was doing what  
14 that day, when and how, fair enough?

15 A. Yes. I don't know.

16 Q. As far as Dave and Paul, you don't know who  
17 was doing what -- whose tasks were what tasks or what  
18 they were doing, fair enough?

19 A. I don't know. I don't know.

20 Q. Is that fair enough then?

21 A. That's -- I don't know. Correct.

22 Q. Okay. What is your first knowledge or notice  
23 of Paul's accident then?

24 A. I heard some commotion and I ran outside and

1 they were getting in the vehicle to go to the -- to get  
2 patched up.

3 Q. To go to the hospital?

4 A. Yeah.

5 Q. Okay. So was Paul's arm already wrapped?

6 A. You know, I am trying to remember if my wife  
7 was getting him a towel or something like that. I  
8 don't know but all I know is they were beelining it for  
9 the -- a vehicle.

10 Q. Okay. So they were on their way from the  
11 house to the car?

12 A. Yeah. Yeah. So I might have caught a  
13 glimpse of them by the back door going to the -- I am  
14 trying to remember and then something about -- oh.  
15 Yeah. I did hear him say from the vehicle please watch  
16 my dog.

17 Q. Okay. Paul said that?

18 A. Yes. Yeah.

19 Q. It was Paul's dog?

20 A. Yes and I believe he was already in the  
21 vehicle when he yelled out the window that.

22 Q. Okay. So they were already basically gone --

23 A. Yeah.

24 Q. You didn't have a chance to talk to them,

1 right?

2 A. I did not talk to them.

3 Q. So by the time they were leaving for the  
4 hospital in the car that you saw, you didn't know what  
5 happened other than there must have been some injury?

6 A. Correct.

7 Q. Did you know who was injured?

8 A. Yes. Paul.

9 Q. How did you know that?

10 A. My wife said Paul is injured.

11 Q. Did she say how he got injured?

12 A. No.

13 Q. Okay. After he left, Paul left with Dave to  
14 the hospital, when did you next see Paul and Dave?

15 A. When they came back from the hospital.

16 Q. How many hours later?

17 A. It seemed like three, four.

18 Q. And did you speak to Paul and Dave?

19 A. Yeah.

20 Q. What did they say?

21 A. Well, they weren't talking too much. I asked  
22 Paul how he is feeling. He said I am a little sore and  
23 I asked David, you know, and Dave says not too good.  
24 You know, he says -- weren't in a very talkative mood.

1 Q. Not too good meaning Paul wasn't too good or  
2 what?

3 A. Well, Paul basically just came back and he --  
4 I am trying to figure out how he got home. Maybe  
5 Mike --

6 Q. I am not evening asking that right now.

7 A. Okay.

8 Q. My question is: What did Paul and Dave say  
9 when they arrived home at the hospital? You said Paul  
10 said I am sore. Then David --

11 A. David really wasn't talking at all.

12 Q. Did either of them discuss how the accident  
13 occurred with the chain saw?

14 A. No. No.

15 Q. How long were they back at the house?  
16 Short -- Were they only there for a short period of  
17 time?

18 A. Yes. Yes.

19 Q. And did they both leave again?

20 A. I am trying to remember how he got home.

21 Q. I'm not asking how anybody got home. I am  
22 asking once they arrived home with Paul and Dave, they  
23 then left again or don't you know that?

24 A. You know, I don't remember if he came back to

1 our house or he came back to his house.

2 Q. Who is "he"? Who, Paul?

3 A. After the emergency room.

4 Q. Who?

5 A. Paul.

6 Q. Who is "he"? Okay.

7 A. I don't remember if he came back to our house  
8 or I don't remember if David drove him directly home to  
9 his house. I don't remember that. I am trying to  
10 remember that.

11 Q. Okay. All right. So when -- You would not  
12 have talked at least --

13 A. Wait a minute. I do remember now. He did  
14 come back to our house and I asked him how you doing  
15 and he says okay. And then --

16 Q. Who is "he"? I don't know who you are  
17 talking about.

18 A. Paul, the guy that got hurt.

19 Q. Paul said I am okay?

20 A. I asked him how are you doing? Paul said I  
21 am okay.

22 Q. Okay. Did he say anything else?

23 A. No.

24 Q. And then what did Dave say?

1 A. Dave didn't really talk.

2 Q. Okay. How long did they stay home?

3 A. A minute or something. He was collecting on  
4 the dog.

5 Q. Okay. Then what did they do?

6 A. Let's see. Mike McArtor picked the dog up.  
7 Maybe he took Paul, too. I don't remember.

8 Q. All right.

9 A. I don't remember.

10 Q. At least what Carolyn says is that Dave and  
11 Paul drove away to fill his prescription and then Dave  
12 came back alone.

13 A. You know, they could have. They could have.

14 Q. So you don't know that?

15 A. Right.

16 Q. Okay. All right. So by the time Dave  
17 returned home, whether Paul was with him or not, you  
18 don't know?

19 A. I don't know.

20 Q. Okay. Did Dave tell you -- now this is still  
21 the same day of the accident? Did Dave tell you how  
22 the accident occurred?

23 A. No.

24 Q. Has Dave ever described for you how the

1 accident occurred?

2 A. Yeah.

3 Q. When? First time.

4 A. Probably a day or so later.

5 Q. What -- So a day or so after the accident,  
6 Dave had a conversation with you?

7 A. Yeah.

8 Q. What did he say?

9 A. He says -- How did it go? He stuck his  
10 arm --

11 Q. Who is "he"? I need names so I know who you  
12 are talking about.

13 A. Hang on. Hang on. He said that Paul stuck  
14 his arm --

15 Q. Wait. Stop. Dave said that Paul --

16 MR. BARCH: Try to use names when you are  
17 referring to the people. That's all he is asking.

18 THE WITNESS: Okay. David said that when working  
19 with Paul, somehow Paul did something wrong and got  
20 his arm cut.

21 BY MR. MAST:

22 Q. Did he explain what he did wrong?

23 A. No. He really didn't.

24 Q. Did he say that he got his arm cut on the

1 chain saw?

2 MR. BARCH: "He," David?

3 MR. MAST: You got me.

4 THE WITNESS: David said he got his arm -- Paul  
5 got his arm cut on a chain saw.

6 BY MR. MAST:

7 Q. But David didn't specify how or what he did  
8 to get cut?

9 A. No. No.

10 Q. Okay. Did Dave ever specify to you at any  
11 other conversations about what Paul did and why it  
12 caused him to get cut by the chain saw?

13 A. No.

14 Q. So other than that first conversation with  
15 Dave where he just described generally that Paul did  
16 something wrong to get cut --

17 A. Yeah.

18 Q. -- did you have any other conversations with  
19 Dave about how the incident occurred?

20 A. No.

21 Q. Was that the only time?

22 A. Basically, yeah.

23 Q. Okay. Dave never got more specific than  
24 that?

1 A. No.

2 Q. All right. So any time you have talked to  
3 Dave it's always been, well, Paul did something wrong  
4 to get cut but he didn't specify anything more than  
5 that?

6 A. No.

7 Q. Is that correct?

8 A. Yes. He didn't want to talk about that, and  
9 he wasn't --

10 Q. Is that correct what I just said?

11 A. Correct.

12 Q. Okay. Did you ever talk to Paul about how  
13 the accident occurred?

14 A. No.

15 Q. Since the accident, have you ever talked to  
16 Paul?

17 A. Yes.

18 Q. How many times?

19 A. Maybe -- I am trying to think here. That may  
20 be once since the accident happened I have seen him in  
21 the grocery store.

22 Q. Is that the one you talked about earlier  
23 today?

24 A. Correct.

1 Q. Where you just said hi to him?

2 A. Correct.

3 Q. So since Paul's accident at your house with  
4 the chain saw, you have only spoken to him once and  
5 that was at the supermarket when you said hi to him  
6 and he said hi to you and that was it, right?

7 A. You know, I think he did come over. I don't  
8 remember. I think he did come over and I asked him,  
9 you know, how you doing or something like that and it  
10 was probably a week or so after.

11 Q. Okay. Let me go back then. My question was  
12 how many times have you spoken to Paul since the  
13 accident. Your answer is twice, right?

14 A. Probably twice.

15 Q. Okay. The first time is one week after the  
16 accident where Paul came over to the house, correct?

17 A. Yes.

18 Q. And who was present?

19 A. My wife.

20 Q. Okay. And Paul?

21 A. Yes.

22 Q. Okay. And what -- How long was Paul there?

23 A. A couple minutes with his dog.

24 Q. And what did Paul say to you or either of

1 you?

2 A. Well, you know, basically said I am going  
3 along. Everything is fine and, you know, my wife said  
4 how you doing and exchanged pleasantries and that was  
5 about it.

6 Q. Okay. Now, this is kind of what I'm wanting  
7 to find out. Paul has obviously -- at least to me  
8 obviously, has had some follow-up treatment and has  
9 had some difficulties with his arm because of this  
10 accident. Okay. Are you aware of that or not?

11 A. I have heard that, yes.

12 Q. Okay. So when you say a week afterwards that  
13 he said I am doing fine, are you saying that  
14 everything is great? He is not having --

15 A. Well, he seemed to be --

16 Q. Let me finish the question. Are you saying  
17 that he related to you that everything is great, he is  
18 having no problems or was he just trying to exchange  
19 pleasantries and say yeah, everything is okay?

20 MR. BARCH: I just object to the form of the  
21 question but go ahead if you understand it.

22 THE WITNESS: When the guy said he is fine, I  
23 thought he was healing well and meant I am doing fine.

24

1 BY MR. MAST:

2 Q. Okay. Did he describe for you what he meant  
3 by fine other than use the word --

4 A. No. No. No.

5 Q. -- other than use the word fine in response  
6 to your inquiry?

7 A. No. He didn't describe fine.

8 Q. Okay. Did he say I am pain free?

9 A. No.

10 Q. Did he say I am back to normal or anything in  
11 that regard?

12 A. No.

13 Q. Okay. Did he ever describe for you, again  
14 Paul, how the specifics of his accident occurred?

15 A. No.

16 Q. After that couple minutes at your house, he  
17 left and you only saw him one other time, that was at  
18 the supermarket where you exchanged hi's and that was  
19 it?

20 A. Yes. Yes.

21 Q. And that was the one you described earlier on  
22 in this deposition when you met him at the grocery  
23 store?

24 A. Yes.

1 Q. Okay. And you never spoken or talked to Paul  
2 other than those two times since the accident,  
3 correct?

4 A. Yeah.

5 Q. All right. I think I am -- Oh, wait. I  
6 wanted to ask you since I got these photographs, I  
7 might as well get these marked. I will just mark one  
8 of them because they are all the same.

9 (Whereupon, Deposition Exhibits  
10 1, 2 and 3 were marked and  
11 dated.)

12 BY MR. MAST:

13 Q. Okay. I just marked three exhibits. The  
14 first one is a photograph we took today of the chain  
15 saw that's on the table in front of you, correct?

16 A. Uh-huh.

17 Q. Yes. I need you to verbalize the answer yes.

18 A. Yes.

19 Q. Okay. Is that the chain saw you have talked  
20 about over the course of your deposition today?  
21 That's the chain saw that Dave was using at the time  
22 of Paul's accident?

23 A. Yes.

24 Q. And that's the chain saw that you purchased

1 earlier in the year new from Menards, correct?

2 A. Yes.

3 Q. Okay. And Exhibit 2, is that a true and  
4 accurate copy of the manual for that same chain saw  
5 you purchased?

6 A. I believe so.

7 Q. And Exhibit 3 I believe is some additional  
8 paperwork that came with it as well as the receipt on  
9 the top, correct?

10 A. I assume so, yes.

11 Q. Well, take a look. I need you to make sure.  
12 Is that what that is? Just take a look through all of  
13 those documents in Exhibit 3 just to make sure those  
14 were all documents that came with the purchase of the  
15 chain saw.

16 A. Yes. They came with the chain saw.

17 Q. So all of the materials, Exhibit 2 and 3, all  
18 those materials came with the purchase of the chain  
19 saw, correct?

20 A. Yes.

21 Q. Okay. And they are all accurate copies of  
22 those documents, correct?

23 A. Yeah.

24 MR. MAST: Okay. Thank you. That's all I have.

1 MR. ACCARDO: I do not have any questions.

2 EXAMINATION

3 BY MR. BARCH:

4 Q. Just earlier when Mr. Mast was asking you  
5 about what you knew about Dave's experience with a  
6 chain saw, you mentioned that he did some pruning of  
7 trees. You saw him do that around your home?

8 A. Uh-huh.

9 Q. Yes?

10 A. Yes.

11 Q. Then you also said you heard some stuff about  
12 him using chain saws?

13 A. Yes.

14 Q. And when you say you heard some stuff about  
15 him using chain saws, what were you referencing?

16 A. I was referencing to him through the course  
17 of the years when he was living there when I was living  
18 there when he was out helping friends and coming back  
19 home and saying something like I did some work for --  
20 pruning some trees on some people's property or, you  
21 know, helping a friend out.

22 Q. Okay. So -- And to the extent David may have  
23 had some experience with a chain saw away from your  
24 home, you wouldn't know about that, you weren't there;

1 is that fair?

2 A. True.

3 Q. And at any time prior to Mr. Dulberg being  
4 injured on June 28, 2011, did you have any reason to  
5 be concerned about the manner or method that David was  
6 using the chain saw?

7 A. No. I had no concern.

8 Q. At any time that day or the day before, did  
9 you go out there and tell him how you wanted him to  
10 use the chain saw?

11 A. No.

12 Q. Did you tell him how you wanted him to go  
13 about tending to the trees, the pruning of the trees?

14 A. No.

15 Q. Is it fair to say that you left all the  
16 cutting and the decisions on what to do and how to do  
17 it up to David?

18 A. Yes.

19 Q. And with respect to what David and Paul may  
20 have talked about, if anything, that day, how they  
21 were going to go about using the chain saw, what they  
22 were going to do with respect to those trees, you  
23 weren't part of any of that?

24 A. True. I was not part of any of it.

1 MR. BARCH: That's all I have.

2 MR. ACCARDO: I don't have anything.

3 MR. MAST: All right.

4 MR. BARCH: We are going to -- We are just going  
5 to reserve. Carolyn is going to look at her  
6 transcript. I will give you a chance to read it, too,  
7 before it's final.

8 THE WITNESS: Okay.

9 (FURTHER DEPONENT SAITH NOT.)

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IN THE CIRCUIT COURT  
FOR THE 22ND JUDICIAL CIRCUIT  
McHENRY COUNTY, ILLINOIS

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2			
3			
4	PAUL DULBERG,	)	
		)	
5	Plaintiff,	)	
		)	
6	vs.	)	No. 12 LA 178
		)	
7	DAVID GAGNON,	)	
	Individually, and as	)	
8	Agent of CAROLINE	)	
	McGUIRE and BILL McGUIRE	)	
9	and CAROLINE McGUIRE and	)	
	BILL McGUIRE,	)	
10	individually,	)	
		)	
11	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                           , 2013

Notary Public

C E R T I F I C A T E

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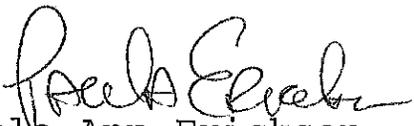
I, Paula Ann Erickson, Certified Professional Reporter, Registered Professional Reporter and Notary Public, do hereby certify:

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.

1 I further certify that I am neither counsel for  
2 nor related to or employed by any of the parties to  
3 this action and that I am not a relative or employee  
4 of any counsel employed by the parties hereto or  
5 financially interested in the action.

6  
7   
8 Paula Ann Erickson  
9 Certified Shorthand Reporter  
10 Registered Professional Reporter  
11 License No. 084-003899  
12 Notary Public

13  
14 Dated this *9th* day  
15  
16 of *April*, 2013.

**United States Bankruptcy Court**

Northern District of Illinois

Case No. 14-83578

Chapter 7

In re: Debtor (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Paul R. Dulberg  
4606 Bryden Court  
Morton, IL 60051-7918

For full Sec 541(c)(2) / Dischargeable / Dischargeable (D) / No

Form

Principal / Debtor / Debtor / Debtor / Debtor / Debtor

**DISCHARGE OF DEBTOR**

If appearing that the debtor is entitled to a discharge, **IT IS ORDERED:** The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

FOR THE COURT

Jeffrey R. Allis, Clerk  
Robert S. Smith, Bankruptcy Clerk

**SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.**

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF MCHENRY )

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

PAUL DULBERG, )  
 )  
Plaintiff, )  
vs. )  
 )  
DAVID GAGNON, )  
Individually, and as ) Case No.  
Agent of CAROLINE ) 12 LA 178  
McGUIRE and BILL )  
McGUIRE, and CAROLINE )  
McGUIRE and BILL )  
McGUIRE, Individually, )  
 )  
Defendants. )

The deposition of

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DR. SCOTT SAGERMAN

October 15, 2013

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Reported by:  
Jill S. Tiffany, CSR

VAHL REPORTING SERVICE, LTD.  
(847) 244-4117  
11 N. Skokie Highway, Suite 301  
Lake Bluff, Illinois 60044  
and  
53 West Jackson, Suite 656  
The deposition of DR. SCOTT

Chicago, Illinois 60604

1 SAGERMAN, taken before Jill S. Tiffany, CSR,  
2 a notary public within and for the County of  
3 Lake and State of Illinois, on October 15,  
4 2013, at the hour of 9:24 a.m., at 515 West  
5 Algonquin Road, Arlington Heights, Illinois.

6

7

8 APPEARANCES:

9

10 MR. ROBERT LUMBER, of the  
11 Law Offices of Thomas J. Popovich, P.C.  
12 3416 West Elm Street  
13 McHenry, Illinois 60050,

14 appeared on behalf of plaintiff;

15 MR. PERRY A. ACCARDO, of the  
16 Law Office of Steven A. Lihosit  
17 200 North LaSalle Street, Suite 2650

18 Chicago, Illinois 60601,

19 appeared on behalf of Defendant David Gagnon;

20

21 MR. RONALD A. BARCH, of the firm of  
22 Cicero, France, Barch & Alexander, P.C.  
23 6323 E. Riverside Boulevard  
24 Rockford, Illinois 61114,

25 appeared on behalf of Defendants Caroline  
26 McGuire and Bill McGuire.

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29

I N D E X

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2 WITNESS:

3 DR. SCOTT SAGERMAN

4

5 EXAMINED BY: PAGE

6 MR. ACCARDO 4

7 MR. BARCH 52, 61

8 MR. LUMBER 59, 62

9

10 EXHIBITS:

11 No. 1 5

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1 (Exhibit No. 1 was marked  
2 for identification.)  
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4 DR. SCOTT SAGERMAN,  
5 called as a witness and having been first  
6 duly sworn under oath, was examined and  
7 testified as follows:

8 E X A M I N A T I O N

9 BY MR. ACCARDO:

10 Q. Doctor, could you please state  
11 your name and spell it for the court  
12 reporter?

13 A. Scott David Sagerman,  
14 S-A-G-E-R-M-A-N, M.D.

15 MR. ACCARDO: Let the record  
16 reflect this is the discovery deposition of  
17 Dr. Scott Sagerman taken pursuant to notice,  
18 taken in accordance with the Rules of the  
19 Circuit Court of McHenry County, the Rules of  
20 the Supreme Court of the State of Illinois  
21 and any other applicable Local Court Rules.

22 Q. Good morning, Dr. Sagerman. I'm  
23 going to be asking you some questions today  
24 about a patient of yours by the name of Paul

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1 Dulberg, okay?

2 A. Yes.

3 Q. You've given depositions before?

4 A. Yes.

5 Q. You're familiar with the ground  
6 rules governing depositions?

7 A. Yes.

8 Q. Now, we've been tendered a copy of  
9 your C.V. which we've marked as Exhibit No. 1  
10 for identification. Is that relatively  
11 current and up-to-date?

12 A. Yes.

13 Q. And what kind of doctor are you?

14 A. Orthopedic surgeon.

15 Q. And do you have a specialty within  
16 the orthopedic field?

17 A. Yes.

18 Q. And what is that?

19 A. Hand and upper extremities.

20 Q. And you're currently affiliated  
21 with Hand to Shoulder Associates?

22 A. Yes.

23 Q. And that is in Arlington Heights,  
24 Illinois?

1 A. Yes.

2 Q. And that's where we're located  
3 today; is that correct?

4 A. Yes.

5 Q. Now, do you have any independent  
6 recollection of Paul Dulberg?

7 A. Somewhat.

8 Q. You have your chart here today for  
9 Mr. Dulberg; is that correct?

10 A. Yes.

11 Q. And what you have in front of you,  
12 does that comprise your entire chart for Paul  
13 Dulberg?

14 A. I think he had a Volume 1 chart  
15 from previous treatments in 2003 and 2004. I  
16 don't have that whole chart, but I have the  
17 typed office notes from that chart.

18 Q. Okay. And then in regards to this  
19 accident or care and treatment starting in  
20 2012, you have your complete chart for Mr.  
21 Dulberg; is that correct?

22 A. Yes.

23 Q. Feel free to refer to your records  
24 and your notes when you need to. Now, the

D3

1 accident that we're here to talk about took  
2 place on June 28th of 2011. And it looks  
3 like Mr. Dulberg first came to see you on  
4 February 27th of 2012?

5 A. Yes.

6 Q. And he was referred to you by a  
7 Dr. Frank Sek; is that correct?

8 A. I'm not sure. Dr. Sek was the  
9 addressee of my correspondence from the first  
10 office note.

11 Q. Do you know what kind of doctor  
12 Dr. Sek is? Is he an internist?

13 A. I don't know. But Mr. Dulberg had  
14 been to my office before that when he had  
15 treatment in 2003 and 2004.

16 Q. Right. Let's talk a little bit  
17 about that 2003 and 2004 treatment. What did  
18 he come to your office for generally?

19 A. He came for a left arm condition  
20 of cubital tunnel syndrome.

21 Q. And what is cubital tunnel  
22 syndrome?

23 A. Ulnar nerve dysfunction due to  
24 compression at the elbow.

1 Q. And what is the ulnar nerve?

2 A. The ulnar nerve is one of the main  
3 peripheral nerves in the arm that passes  
4 behind the elbow in a region called the  
5 cubital tunnel before it extends down to the  
6 inner side of the hand to provide sensation  
7 and motor function to the muscles.

8 Q. Generally what were Mr. Dulberg's  
9 complaints in relation to his left arm when  
10 he came to see you back in 2003, 2004?

11 A. Numbness and tingling in the ulnar  
12 nerve distribution of the left hand.

13 Q. And what is the ulnar nerve  
14 distribution of the left hand?

15 A. The inside of the hand, the ring  
16 and small fingers especially.

17 Q. And is there an indication from  
18 those records from 2003 and 2004 as far as  
19 the onset or triggering event for those  
20 symptoms that Mr. Dulberg complained of back  
21 then?

22 A. He said it was following a motor  
23 vehicle accident which occurred in March of  
24 2002.

1 Q. Did he describe to you at all how  
2 that accident happened or explain any type of  
3 the mechanism of that particular injury or  
4 those symptoms that he was claiming?

5 A. I don't recall, and those are not  
6 reflected in my notes.

7 Q. And what would be some common  
8 causes of cubital tunnel syndrome?

9 A. Well, the cause is compression on  
10 the nerve which may arise spontaneously. But  
11 there are some other factors that can  
12 contribute to it or cause it such as a direct  
13 injury to the vicinity of the nerve, or  
14 sometimes strenuous manual activities can  
15 contribute to the nerve compression.

16 Q. Can repetitive use -- typing,  
17 using the computer, using a mouse, anything  
18 like that -- can that cause cubital tunnel  
19 syndrome?

20 A. No, I wouldn't think so; not those  
21 type of sedentary activities.

22 Q. When you said a direct impact to  
23 the vicinity of the nerve, where are we  
24 talking about? We're talking about over the

1 elbow?

2 A. Yeah. It's the inner side of the  
3 elbow, toward the back where the nerve runs  
4 behind the joint.

5 Q. And you performed a couple of  
6 procedures to correct that cubital tunnel  
7 syndrome on Mr. Dulberg back then?

8 A. Yes.

9 Q. And were those procedures  
10 successful as far as you know?

11 A. I think so.

12 Q. So now when he first came to see  
13 you in February of 2012, what did he come to  
14 see you for?

15 A. For a right arm laceration of the  
16 forearm from a chain saw accident which  
17 occurred June 28, 2011.

18 Q. Did he tell you at all or give you  
19 any description of how this chain saw  
20 accident occurred?

21 A. No, not specifically.

22 Q. And I'm looking -- I'm referring  
23 to your February 29th letter to Dr. Sek. Mr.  
24 Dulberg indicates that he developed symptoms

1 of numbness in the small finger with  
2 weakness; is that correct?

3 A. Yes.

4 Q. Is there any indication as to when  
5 those symptoms started? Was it something  
6 that was immediate? Did it take some time?

7 A. I don't know.

8 Q. Did Mr. Dulberg ever provide you  
9 with any records from the emergency room  
10 shortly following this particular accident or  
11 did your office ever obtain any?

12 A. No, I don't believe so.

13 Q. His past medical history indicates  
14 remarkable for arthritis and cervical disc  
15 disease. Is the arthritis, would that have  
16 been located in the neck?

17 A. I don't know. He didn't specify.

18 Q. He was on some medications when he  
19 first came to see you?

20 A. Actually, he did specify  
21 degenerative discs in the neck. And the  
22 medications were naproxen, paroxetine,  
23 tramadol, cyclobenzaprine.

24 Q. Did he ever indicate to you that

1 he ever experienced any symptoms relating to  
2 the degenerative disc disease in his neck?

3 A. Well, he said he had neck pain on  
4 the health information form that he filled  
5 out that day I first saw him.

6 Q. He didn't go into any more detail  
7 about that?

8 A. No.

9 Q. The medications, naproxen, what is  
10 that for or what is that medication?

11 A. That's an anti-inflammatory  
12 medication used for typically pain symptoms  
13 related to inflammation.

14 Q. And how about tramadol?

15 A. That's another type of analgesic  
16 pain medicine.

17 Q. And fluoxetine?

18 A. I don't know. He indicated that  
19 it was for depression.

20 Q. And cyclobenzaprine?

21 A. He said it was for muscle spasms.

22 Q. Now, you performed an examination  
23 when Mr. Dulberg first came to see you; is  
24 that right?

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1 A. Yes.

2 Q. And what were the results of that  
3 examination?

4 A. The right forearm showed a 7  
5 centimeter transverse scar at the ulnar  
6 aspect of the mid forearm.

7 Q. And what area are we talking about  
8 there?

9 A. The inner side of the forearm  
10 between the elbow and the wrist. There was  
11 local tenderness and sensitivity to  
12 percussion with a positive Tinel's sign and  
13 paresthesias radiating into the small finger.

14 Q. What is a positive Tinel's sign?

15 A. Tapping or percussion over a  
16 peripheral nerve will elicit symptoms of  
17 sensitivity or shooting pain or electric  
18 shocks indicating nerve injury or nerve  
19 dysfunction.

20 Q. Is that a subjective or an  
21 objective finding?

22 A. Subjective.

23 Q. And then going on with his  
24 examination?

1 A. There was also sensitivity of the  
2 cubital tunnel region.

3 Q. And we're talking about on the  
4 right side; is that correct?

5 A. Yes.

6 Q. And you already talked about when  
7 he came to see you previously in 2003, 2004  
8 about the cubital tunnel region of his left  
9 arm; is that correct?

10 A. Yes.

11 Q. And as far as --

12 A. I'm sorry, you said about the left  
13 arm?

14 Q. Right. Well, when he came to see  
15 you previously it was for the left?

16 A. Correct.

17 Q. And when he came to see you here  
18 it's for the right?

19 A. Correct.

20 Q. And then we get into wrist and  
21 elbow motion are unrestricted?

22 A. Yes.

23 Q. And then going on with his  
24 examination?

33

1           A.    There was no atrophy.  He was  
2  unable to adduct his small finger.

3           Q.    What does that mean?

4           A.    Bring the small finger closer to  
5  the other fingers, draw it back in.  Flexion  
6  strength was grossly normal.  Sensation was  
7  decreased to light touch in the small finger  
8  only with inconsistent two point  
9  discrimination.

10          Q.    What does that mean, inconsistent  
11 two point discrimination?

12          A.    His ability to sense one or two  
13 points on the fingertip was not consistently  
14 correct.

15          Q.    You reviewed X-rays that were  
16 taken of his right forearm?

17          A.    Yes.

18          Q.    Did you review the films  
19 themselves or just the radiologist's report  
20 or both?

21          A.    I think the films.

22          Q.    And those appeared to be normal --

23          A.    Yes.

24          Q.    -- as far as fracture or anything

1 like that?

2 A. There was no fracture or foreign  
3 body.

4 Q. And then there was an MRI that you  
5 reviewed from February 3rd of 2012?

6 A. Yes.

7 Q. And again, would that have been  
8 the film or the radiologist's report or both?

9 A. The films.

10 Q. And that indicates that no  
11 abnormality was seen; is that correct?

12 A. Yes. I think I also have copies  
13 of the report of the MRI in my file, although  
14 I didn't refer to that specifically in the  
15 report.

16 Q. Right.

17 MR. BARCH: Yeah, it did come in  
18 your records.

19 BY MR. ACCARDO:

20 Q. And if I could just look -- if I  
21 could refer you to the report of the MRI,  
22 under clinical history he gives complaints or  
23 a reason why this particular MRI was taken  
24 was weakness in the fourth and fifth fingers,

1 is that correct, under clinical history?

2 A. Yes.

3 Q. And which are the fourth and fifth  
4 fingers?

5 A. I think the ring and small  
6 fingers.

7 Q. And also he was indicating pain in  
8 the forearm and hand?

9 A. Yes.

10 Q. And I know that the MRI came back  
11 normal. But under impression, I just wanted  
12 to ask you a couple of questions. It says  
13 that there's no forearm abnormality  
14 appreciated, but this does not exclude the  
15 possibility of an ulnar nerve impingement or  
16 injury, but there is no gross mass or  
17 abnormal infiltration along the expected  
18 course of the ulnar nerve. What does that  
19 mean?

20 A. Well, nothing abnormal was  
21 appreciated on these images. And I think the  
22 radiologist is saying that the lack of an  
23 imaging abnormality does not exclude the  
24 possibility that the nerve could have been

1 injured.

2 Q. Then it goes on to state that  
3 there was no obvious tendon or muscle  
4 abnormality appreciated.

5 A. Yes.

6 Q. And it looks like your office  
7 received a copy of a nerve conduction report  
8 or nerve conduction study that was performed  
9 by Dr. Levin back in -- on August 10th of  
10 2011? I have a copy of it if you want to  
11 take a look at it. It came in your records.

12 A. Oh, yes, I have it.

13 Q. Oh, okay.

14 A. This is a different exam here.

15 MR. BARCH: Is this March 13 of  
16 '12?

17 MR. ACCARDO: Oh, I'm sorry.  
18 That's the later one.

19 THE WITNESS: There's two.

20 BY MR. ACCARDO:

21 Q. Yes. You have both, right?

22 A. Yes.

23 Q. From August 10, 2011 and March 13,  
24 2012?

1 A. Yes.

2 Q. All right. Let's talk about that  
3 August 10, 2011. You reviewed a copy of that  
4 report from Dr. Levin?

5 A. Yes.

6 Q. And what did that indicate?

7 A. No electrophysiologic evidence of  
8 diffuse neuropathy.

9 Q. Is that significant to you at all?

10 A. Yes.

11 Q. How so? Obviously it's a negative  
12 finding?

13 A. Yeah. Diffuse neuropathy would  
14 possibly be a contributing cause of nerve  
15 symptoms if it was present, but this report  
16 states that it's not present.

17 Q. And sort of going back to when we  
18 asked you that question about, under the  
19 impression in the MRI report, about not  
20 excluding the possibility of an ulnar nerve  
21 impingement or injury, does that -- do the  
22 results from the nerve conduction study from  
23 August 10, 2011 sort of rule that out? Does  
24 that sort of take care of that little caveat,

1 if you know what I mean?

2 A. Well, I don't think it rules it  
3 out either. I felt that additional testing  
4 was warranted to evaluate the possibility of  
5 nerve injury.

6 Q. Now, after taking the history and  
7 your examination and your review of the  
8 radiological studies as well as the nerve  
9 conduction study, you came up with an  
10 impression back in February of 2012?

11 A. Yes.

12 Q. And what was that impression?

13 A. Right forearm laceration with  
14 probable partial ulnar nerve injury.

15 Q. And what indications led you to  
16 come up with the impression of a probable  
17 partial ulnar nerve injury?

18 A. Well, he had a scar over the  
19 region of the forearm where the ulnar nerve  
20 travels. He said it was a deep laceration,  
21 so there's a possibility that the nerve was  
22 directly injured by the chain saw. And that  
23 he had symptoms of paresthesias, numbness and  
24 weakness, that could be attributable to an

1 ulnar nerve injury. There were findings on  
2 examination of local sensitivity and altered  
3 sensation in the distribution of the ulnar  
4 nerve that again suggests the possibility of  
5 a nerve injury.

6 Q. And your plan was, I think as you  
7 said before, was to send him out for some  
8 additional testing?

9 A. Yes.

10 Q. And specifically, you wanted him  
11 to go get an EMG?

12 A. Yes.

13 Q. Now, what's the difference -- he  
14 had the nerve conduction study from Dr.  
15 Levin. What's the difference between a nerve  
16 conduction study and an EMG?

17 A. Well, an EMG is electromyography,  
18 where the muscles are tested for signs of  
19 denervation that would indicate a nerve  
20 injury.

21 Q. As opposed to a nerve conduction  
22 study which is what?

23 A. Yes. A nerve conduction study  
24 measures the velocity of the nerve impulses

1 which is another way of detecting signs of a  
2 nerve injury.

3 Q. Why was it then that you wanted  
4 him to have an EMG if he had already had a  
5 nerve conduction study? Just because they  
6 measure two different things?

7 A. Yes. I think for a more complete  
8 assessment of the nerve function, an EMG in  
9 my opinion is warranted.

10 Q. And you first brought up the  
11 possibility of a surgery for nerve  
12 exploration pending the results of the EMG;  
13 is that correct?

14 A. Yes.

15 Q. What is nerve exploration surgery?  
16 I'm guessing it's somewhat self-explanatory,  
17 but in layman's terms if you could just sort  
18 of explain what you were talking about there.

19 A. A surgical procedure under  
20 anesthesia to expose the area of the presumed  
21 nerve injury to determine the extent of the  
22 injury and the need for nerve repair or other  
23 treatment if the nerve injury is confirmed.

24 Q. And he indicated that he would

1 follow up with his EMG and actually go get  
2 that; is that correct?

3 A. Yes.

4 Q. Now, you also have work status is  
5 no restriction. Did Mr. Dulberg give you any  
6 indication or do you know what he was doing  
7 for a living back in February of 2012?

8 A. He said he was involved in graphic  
9 design printing.

10 Q. Did he ever make any complaints or  
11 indicate to you that he was unable to perform  
12 his job duties back in February of 2012?

13 A. I don't recall.

14 Q. So Mr. Dulberg did go have the  
15 EMG; is that correct?

16 A. Yes.

17 Q. And he went back to Dr. Levin who  
18 was the doctor that had performed the  
19 previous nerve conduction study?

20 A. Yes.

21 Q. And it looks like that EMG was  
22 done on March 13th of 2012?

23 A. Yes.

24 Q. And then he came back to see you

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1 on April 2nd of 2012?

2 A. Yes.

3 Q. And he indicated there was no  
4 change in his symptoms at that time?

5 A. Yes.

6 Q. And you reviewed the report of the  
7 EMG?

8 A. Yes.

9 Q. And what did that show?

10 A. There was no denervation and ulnar  
11 nerve conduction was within normal limits.

12 And the report states there was no evidence  
13 of focal or diffuse peripheral neuropathy.

14 Q. And is that significant to you?

15 A. Yes.

16 Q. Why or how so?

17 A. It means that there's no  
18 documentation that the nerve was not

19 functioning normally.

20 Q. And you performed an examination  
21 again of Mr. Dulberg --

22 A. Yes.

23 Q. -- in April?

24 A. Yes.

1 Q. His right forearm scar was stable  
2 and non-tender?

3 A. Yes.

4 Q. And he still had a positive  
5 Tinel's sign?

6 A. Yes.

7 Q. And you indicate that adduction of  
8 the small finger remains limited, consistent  
9 with a positive Wartenberg's sign. What is  
10 Wartenberg's sign?

11 A. The patient will have difficulty  
12 bringing the small finger back toward the  
13 other fingers, indicating weakness in one of  
14 the intrinsic muscles of the hand.

15 Q. And again, this sensitivity to  
16 percussion with a positive Tinel's sign and  
17 adduction of the small finger with a positive  
18 Wartenberg's sign, are those subjective or  
19 objective findings?

20 A. Well, Tinel's sign is purely  
21 subjective. The Wartenberg's sign, I suppose  
22 there's a voluntary component possibly, so I  
23 don't know if I would call it purely  
24 objective. I don't know how to answer that

1 exactly.

2 Q. Okay.

3 A. I suppose it's partly both.

4 Q. And your plan was -- you gave him  
5 some different treatment options, and he did  
6 not wish to pursue that exploratory surgery;  
7 is that correct?

8 A. Yes.

9 Q. At least at that time?

10 A. Yes.

11 Q. You gave him a referral out for  
12 some therapy?

13 A. Yes.

14 Q. For strengthening and scar  
15 management. What is scar management?

16 A. Treatment for a sensitive scar  
17 from an injury. Maybe local soft tissue  
18 modalities being applied to the scar directly  
19 or scar mobilization with massage and  
20 stretching, those type of things.

21 Q. Would that be sort of just to  
22 loosen up whatever scar tissue there is in  
23 that area?

24 A. I suppose. Loosen up and diminish

1 sensitivity, discomfort or abnormal sensation  
2 related to the scar.

3 Q. And again, his activity and work  
4 status was unrestricted?

5 A. Yes.

6 Q. He came back to see you to follow  
7 up in May of 2012?

8 A. Yes.

9 Q. And his complaints at that time  
10 were a little different than they had been  
11 previously?

12 A. Yes.

13 Q. How were they different?

14 A. He said he had persistent pain  
15 with use of his arm, especially gripping  
16 activities.

17 Q. That was something new to you?

18 A. Well, I didn't note that earlier.  
19 I don't know if he said it earlier or not,  
20 but it's not in my notes that way. He also  
21 had no change in other symptoms of numbness.

22 Q. And he indicated that the no  
23 change in his symptoms of numbness which is  
24 not bothersome?

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1 A. Yes.

2 Q. And as far as the way that's  
3 written, would that indicate to you that his  
4 symptoms of numbness were not bothersome to  
5 him at that time?

6 A. Yes.

7 Q. And he claimed that his function  
8 was limited because of this pain?

9 A. Yes. That seems to be a new  
10 complaint compared to the initial evaluation.

11 Q. And upon examination, what were  
12 your significant findings, if any?

13 A. The right forearm scar was tender  
14 with positive Tinel's sign, local  
15 sensitivity. His finger flexion was full.  
16 There was no triggering or locking, no  
17 clawing. The Wartenberg's sign was still  
18 positive. The intrinsic strength was  
19 slightly weak.

20 Q. What is intrinsic strength?

21 A. Strength of the muscles in the  
22 hand that control movement of the fingers.

23 Q. And how is that measured?

24 A. With resistance by the examiner.

1 Q. And you said that there was no --

2 A. I mean, it can't be graded  
3 numerically, but a judgment is made about  
4 whether the strength of the muscles is normal  
5 or weak.

6 Q. During that, is there any  
7 comparison made between a patient's left and  
8 right sides, whatever side they're  
9 complaining of versus, I guess for lack of a  
10 better term, a normal side or an asymptomatic  
11 side?

12 A. Yes. You can judge whether one  
13 hand is weak when you compare it to the other  
14 side being examined simultaneously.

15 Q. And you indicate no clawing. What  
16 is clawing?

17 A. An abnormal posture of the finger  
18 related to muscle weakness or muscle  
19 imbalance which can be seen in an ulnar nerve  
20 injury situation.

21 Q. And under your treatment plan you  
22 bring up again the possibility of surgery --

23 A. Yes.

24 Q. -- for ulnar nerve neurolysis.

1 What is that?

2 A. Neurolysis is an exploration of a  
3 nerve, surgical exploration of the nerve to  
4 determine the extent of injury to the nerve,  
5 possibly decompress the nerve or release it  
6 from scar.

7 Q. And he was going to follow up with  
8 Dr. Levin for medication, and then he was  
9 also going to see Dr. -- how do you pronounce  
10 his name?

11 A. Dr. Biafora is my partner.

12 Q. Does he have the same specialty as  
13 you?

14 A. Yes.

15 Q. Why was it that he wanted to go  
16 see him? Or did you send him to the other  
17 doctor for a second opinion?

18 A. I think I possibly suggested it,  
19 yes.

20 Q. And again, his activity and work  
21 status as of May of 2012 was still  
22 unrestricted?

23 A. Yes.

24 Q. And he did go see your partner a

1 few days later in May of 2012?

2 A. Yes.

3 Q. And did you have a chance to  
4 review Dr. Biafora's report?

5 A. Yes.

6 Q. Was there anything significant to  
7 you in there? Was there anything different  
8 than what you had found?

9 A. Yes.

10 Q. And what was that?

11 A. He noted a positive Tinel's at the  
12 cubital tunnel.

13 Q. Why is that significant to you?

14 A. That's another potential location  
15 for compression or dysfunction of the ulnar  
16 nerve.

17 Q. Which would also explain the  
18 symptoms that Mr. Dulberg was complaining of  
19 to you?

20 A. Some of them. It wouldn't explain  
21 scar symptoms at a more distal location, but  
22 it may explain nerve symptoms in the ulnar  
23 nerve distribution of the hand.

24 Q. And what were Dr. Biafora's

1 recommendations?

2 A. He thought there was a likely  
3 partial ulnar nerve injury in the right  
4 forearm and ulnar nerve neuritis. And he  
5 felt the patient may benefit from an ulnar  
6 nerve exploration with neurolysis, including  
7 cubital tunnel decompression with possible  
8 anterior transposition, and exploration of  
9 the tender portion of the scar in the  
10 forearm.

11 Q. And then Mr. Dulberg follows up  
12 with you after his visit with Dr. Biafora?

13 A. Yes.

14 Q. It looks like he had started on  
15 some medication from Dr. Levin?

16 A. Yes.

17 Q. And what was that that he started  
18 on?

19 A. Neurontin.

20 Q. And what is that?

21 A. Medication used to treat nerve  
22 related pain.

03 23 Q. Have you used that drug to treat  
24 nerve related pain in your patients?

1           A.    Well, I don't prescribe it myself,  
2    but I've had patients who were prescribed  
3    that medication by other physicians to treat  
4    nerve related pain.

5           Q.    Why is it that you don't prescribe  
6    it yourself?

7           A.    Well, there's a potential for side  
8    effects, and sometimes the dose has to be  
9    adjusted.  And I think it's best prescribed  
10   by a physician with more expertise in that  
11   particular drug.

12          Q.    Would a doctor with more expertise  
13   be Dr. Levin?

14          A.    Yes, a neurologist.

15          Q.    He did indicate no change in his  
16   symptoms despite taking this medication and  
17   that he did have some side effects.  Did he  
18   tell you what those side effects were?

19          A.    I don't recall.

20          Q.    And indicates that interfere with  
21   functioning.  Did he tell you what kind of  
22   functioning that he was talking about?

23          A.    I don't recall.  That medication  
24   can cause some drowsiness.  I don't know if

1 that's what he was referring to. I don't  
2 have any recollection of this conversation.

3 Q. So it's not necessarily, as far as  
4 you recall or would know, specifically  
5 related to having functioning difficulties  
6 with his hand or his arm?

7 A. I don't know.

8 Q. And Mr. Dulberg had then made the  
9 decision to go ahead with the surgery?

10 A. Yes.

11 Q. Now, he had been undergoing some  
12 therapy which in June of 2012 he said was  
13 discontinued due to lack of progress. Was  
14 that therapy that you had referred him out  
15 for?

16 A. I think at one point I had  
17 referred him for therapy. I don't know if  
18 anybody else had as well. We do have some  
19 records from the therapist. I see one from  
20 April 22, 2013 that has me listed as the  
21 referring physician. And it says discontinue  
22 occupational therapy with home exercise  
23 program.

24 Q. That was in April of 2013?

1 A. Yes.

2 Q. Who was that from, what therapy?

3 A. Dynamic Hand Therapy.

4 Q. I was just sort of interested  
5 because, going back to your note from  
6 May 14th of 2012, he indicated that the  
7 therapy was beneficial, and then in June of  
8 2012 he indicates that it was discontinued  
9 due to lack of progress. I just didn't know  
10 whether your notes reflected or if you had  
11 any of the notes from any physical therapy  
12 showing any lessening of effectiveness or  
13 anything between May of 2012 and June of  
14 2012.

15 A. I don't have those in my file.  
16 They may have been received and discarded. I  
17 don't know.

18 Q. And your examination of Mr.  
19 Dulberg on June 6th of 2012 revealed what  
20 that was significant?

21 A. He had pain with gripping  
22 activities localized to the forearm region,  
23 resulting in increased numbness in the ring  
24 and small fingers with weakness of his grip.

1 The rest of it was I think unchanged from  
2 what we had previously documented.

3 Q. And you were able to duplicate the  
4 positive Tinel's sign at the cubital tunnel  
5 area?

6 A. Yes.

7 Q. And it says without ulnar nerve  
8 subluxation. What does that mean?

9 A. The nerve did not subluxate or  
10 move out of position when the elbow was bent.  
11 So the nerve was stable.

12 Q. You went over your plan for  
13 surgery with him, he said everything was good  
14 to go with that, is that right, insofar as he  
15 wanted to have the procedure done?

16 A. Yes. I think he wanted to  
17 proceed, and he understood the risks and  
18 benefits and possible complications and the  
19 expected outcome and the prognosis. And  
20 informed consent was obtained for the  
21 procedure.

22 Q. Now, you note the prognosis is  
23 guarded in terms of symptom improvement. Why  
24 is that or why was that at that time?

1           A.    Well, we didn't know exactly how  
2 much improvement there would be, so that's  
3 why the prognosis is guarded.  It's hard to  
4 predict how much better the symptoms will be  
5 when we don't know the extent of the nerve  
6 injury until we explore it.  So we just  
7 couldn't make a firm prognosis without  
8 knowing the extent of the nerve injury and  
9 how it would respond to the surgical  
10 treatment.

11           Q.    And he did have the procedure then  
12 on July 9th of 2012?

13           A.    Yes.

14           Q.    And you performed that surgery?

15           A.    Me and Dr. Biafora.

16           Q.    Biafora, okay.  Sorry if I'm  
17 mispronouncing his name.

18           A.    I'll tell him.

19           Q.    Your preoperative diagnosis and  
20 postoperative diagnoses were the same; is  
21 that correct?

22           A.    Yes.

23           Q.    As far as under what circumstances  
24 the procedure was performed, is that under

1 general anesthesia, local anesthesia,  
2 inpatient, outpatient?

3 A. I think it was outpatient surgery  
4 under regional block anesthetic which would  
5 also include sedation.

6 Q. Would he have been under at that  
7 time or more like in like twilight? He  
8 wouldn't have been all the way under.

9 A. Not a general anesthetic, but he  
10 would have been sedated which you might refer  
11 to as twilight. And his arm was blocked with  
12 local anesthetic so that it was numb during  
13 the procedure.

14 Q. And what were your findings? Now,  
15 there were a couple of components to this  
16 procedure; is that correct?

17 A. Two, yes.

18 Q. One was to the right elbow region  
19 which would have been the cubital tunnel  
20 release; is that correct?

21 A. Yes.

22 Q. And the other one was in regards  
23 to the area of the right forearm; is that  
24 correct?

1 A. Yes.

2 Q. In regards to the cubital tunnel  
3 area, what procedure and what findings did  
4 you come up with during that?

5 A. Cubital tunnel release was  
6 performed and there was thickening of the  
7 cubital tunnel ligament with scarring of the  
8 ulnar nerve to the floor of the cubital  
9 tunnel and local constriction. The nerve  
10 also appeared constricted at the flexor  
11 pronator aponeurosis. And there was another  
12 structure above the cubital tunnel but no  
13 constriction of the nerve at that level.

14 Q. What does all of that mean in  
15 layman's terms?

16 A. That he had a pinched nerve at the  
17 elbow.

18 Q. Is that similar to the findings in  
19 regards to his left arm back in 2003, 2004?

20 A. I don't have the operative report  
21 in the records here from that procedure, so I  
22 can't tell you the specific findings that  
23 were noted.

24 Q. The findings at least in your

1 operative report from July of 2012 in regards  
2 to the cubital tunnel, are those consistent  
3 with cubital tunnel syndrome? Is that sort  
4 of what we're talking about?

5 A. Yes.

6 Q. And we had already talked about  
7 some common causes of cubital tunnel syndrome  
8 before?

9 A. Yes.

10 Q. In regards to the area where the  
11 injury was -- strike that.

12 In regards to the right forearm,  
13 what did you find?

14 A. There was extension of the  
15 laceration into the subcutaneous tissues and  
16 fascia overlying the flexor carpi ulnaris  
17 muscle. A piece of retained absorbable  
18 suture material was present. The muscle  
19 fibers were intact. The ulnar nerve was  
20 intact beneath the muscle belly. There was  
21 no visible scarring around the ulnar nerve at  
22 this level.

23 Q. And again, in layman's terms, what  
24 does that mean?

1           A.    It means that the laceration from  
2 the chain saw was relatively deep -- below  
3 the skin, below the fat, and into the muscle  
4 covering -- but the muscle fibers were  
5 intact. There was a suture material present  
6 presumably from when the laceration was  
7 originally repaired at the time of the  
8 injury. And the nerve was not cut or visibly  
9 scarred in that area.

10          Q.    Was that, what you found during  
11 the procedure in regards to the right  
12 forearm, is that significant to you at all  
13 either one way or the other in regards to the  
14 complaints that Mr. Dulberg had made before  
15 the surgery.

16          A.    Yes, it's significant.

17          Q.    How so or why?

18          A.    Well, I think that scarring from  
19 the laceration would account for his  
20 symptoms. And fortunately, the nerve itself  
21 was not cut or scarred and we didn't have to  
22 repair the nerve, so that was fortunate.

23          Q.    How would it be that the scarring  
24 from the laceration would cause his symptoms?

1 What exactly would have been happening there?

2 A. Well, it's hard to know  
3 specifically what the mechanism of the pain  
4 symptoms and nerve symptoms was. We can't be  
5 sure what's causing those symptoms, although  
6 there's certainly scarring from the  
7 laceration involving the muscle, fascia, and  
8 near the nerve. So I think that's about all  
9 we can say in terms of an explanation for his  
10 symptoms.

11 Q. How about what you found in  
12 regards to his cubital tunnel syndrome in  
13 relation to the complaints that he was  
14 making, could that also have been a cause?

15 A. Yes. I think the nerve  
16 compression could account for the symptoms of  
17 paresthesias, the numbness in that  
18 distribution of the ulnar nerve, and the  
19 weakness.

20 Q. And those are two independent  
21 findings or independent areas in regards to  
22 the cubital tunnel area and the right  
23 forearm; is that a fair statement?

24 A. Yes, two separate sites.

1 Q. Now, after the procedure you  
2 performed, he came back to see you for  
3 various follow-ups in July, August, and then  
4 October of 2012; is that correct?

5 A. Yes.

6 Q. And how was he progressing during  
7 that time in regards to his recovery from the  
8 procedure?

9 A. His pain was controlled. His  
10 incisions were clean. There was no  
11 infection. The incision healed, incisions  
12 healed. He was doing well. His arm felt  
13 better. His function had increased. His  
14 symptoms had improved.

15 Q. Did his symptoms completely  
16 resolve or were they just improved?

17 A. They did not resolve completely.  
18 But through August 27th it says that his  
19 progress -- he was making progress in  
20 therapy. His strength had increased. His  
21 function had improved. There was still some  
22 scar tenderness and soreness in the elbow.

03 23 Q. And was he put on any restrictions  
24 as far as use or work?

1 A. Yes.

2 Q. And what were those?

3 A. Initially he was off work after  
4 the surgery until July 30th. Then he was  
5 given restriction to limit activities  
6 requiring forceful gripping and avoid  
7 lifting, pushing and pulling with the right  
8 arm. And those restrictions were modified  
9 October 22, 2012 to be limited forceful  
10 gripping and limited lifting, pushing and  
11 pulling.

12 Q. Would he have been limited or were  
13 the limitations that you imposed on him,  
14 would they have been in any way related to  
15 any type of use of the computer, mouse, track  
16 pad, keyboard, anything like that?

17 A. No, those activities would not  
18 need to be avoided or restricted because they  
19 don't require forceful gripping, lifting,  
20 pushing or pulling.

21 Q. And it looks like then he started  
22 to -- or he came back and, starting in  
23 December of 2012 and thereafter, started  
24 making some complaints related to his left

1 arm; is that correct?

2 A. Yes.

3 Q. And did he indicate when those  
4 difficulties with his left arm started?

5 A. He said recent onset. Well, that  
6 was my report saying recent onset. I don't  
7 recall if he said exactly when it started.

8 Q. And what types of symptoms was he  
9 complaining of in his left arm?

10 A. There was tenderness to the  
11 lateral epicondyle and guarded range of  
12 motion. Pain at the end range of extension  
13 and pain reproduced with resisted wrist  
14 extension. So those were consistent with  
15 lateral epicondylitis.

16 Q. Which is what?

17 A. Degeneration of the tendon origin  
18 at the elbow.

19 Q. Is that in any way related to what  
20 people refer to as tennis elbow?

21 A. Yes, that's another term given to  
22 it.

23 Q. And what are some causes for that  
24 particular condition?

1           A.    It's typically degenerative.  It's  
2  wear and tear.  The tendon fibers lose  
3  strength and pain symptoms can develop.  
4  There can also be injuries that precipitate  
5  symptoms like blunt trauma to the area or  
6  certain strenuous manual activities that can  
7  aggravate it and cause symptoms to arise.

8           Q.    Can it result from somebody  
9  overcompensating in using one arm over the  
10 other?

11          A.    Well, that's kind of a vague  
12 scenario, overcompensating.  I think if that  
13 resulted in enough strain to the involved  
14 tendon, it could aggravate it and precipitate  
15 symptoms of it.  Depends on what activities  
16 we're talking about.

17          Q.    Starting in December and up to --  
18 it looks like your last visit with him was in  
19 late August of 2013, were the complaints  
20 limited to the left side or was he also still  
21 making complaints of anything related to the  
22 right side?

23          A.    Well, in March of this year he  
24 said that his right forearm was sore

1 intermittently and there was mild sensitivity  
2 at the forearm scar. And then most recently,  
3 in August of this year, he described  
4 intermittent right forearm muscle cramping  
5 with discomfort.

6 Q. Was that cramping with use or  
7 certain activities or was it just sort of  
8 coming out of nowhere or doesn't it indicate?

9 A. It doesn't say for sure, but I see  
10 a note that the patient's neurologist  
11 suspected possibly dystonia and suggested a  
12 referral for evaluation and medical treatment  
13 by a neurologist who specializes in that  
14 condition.

15 Q. Did you make any referrals out to  
16 any other medical care providers?

17 A. I see a note of referral to Dr.  
18 Kujawa, a neurologist.

19 Q. And that would have been done by a  
20 referral that you made?

21 A. Yes.

22 Q. And in regards to his complaints  
23 of left-sided problems beginning in December  
24 of 2012, what if any treatment did you

1 provide him and what was your impression? Or  
2 I guess that would sort of go vice versa.  
3 What was your impression and what if any  
4 treatment did you provide for him?

5 A. The impression was left lateral  
6 epicondylitis. We gave him a referral for  
7 therapy for epicondylitis protocol. We gave  
8 him activity and work restrictions to avoid  
9 aggravation of his symptoms. We gave him a  
10 local steroid injection in the left elbow  
11 with continuation of occupational therapy.  
12 And then as far as the last visit in August  
13 of this year, he was allowed to follow up as  
14 needed.

15 Q. Does your office, as far as you  
16 know, show any future appointments scheduled  
17 with Mr. Dulberg?

18 A. I don't know. I don't have that  
19 information available here in the file.

20 Q. Is that something we would be able  
21 to check?

22 A. Yeah. It would be on the computer  
23 in the office.

24 Q. I'm going to ask you some opinion

1 questions. I would just ask that any  
2 opinions you give be within a reasonable  
3 degree of medical and orthopedic surgical  
4 certainty. Fair enough?

5 A. Yes.

6 Q. Do you have an opinion regarding  
7 what if any injuries Mr. Dulberg suffered as  
8 a result of the incident with the chain saw  
9 back in June of 2011?

10 A. Yes.

11 Q. And what is that opinion or  
12 opinions?

13 A. A deep soft tissue laceration in  
14 the right forearm.

15 Q. And what if any treatment that you  
16 rendered was related to that particular  
17 injury?

18 A. The EMG test I ordered; the  
19 supervised occupational therapy before  
20 surgery; the second opinion visit by Dr.  
21 Biafora; the surgical procedure of July 9,  
22 2012; and the postoperative therapy and the  
23 -- well, those are the treatments I believe  
24 were needed as a result of the accident.

1 Q. And your prognosis, at least as  
2 far as your last visit with him on  
3 August 26th of 2013, what would your  
4 prognosis be in relation to any injury that  
5 you believe he suffered as a result of the  
6 chain saw accident, the deep soft tissue  
7 laceration?

8 A. The prognosis would be for  
9 symptoms to remain stable, unless the patient  
10 gets treatment by another neurologist which  
11 is effective, which I don't know. So within  
12 certainty I can say that the prognosis for  
13 symptoms to remain unchanged is expected.

14 Q. Are you able -- do you have an  
15 opinion as to whether the cubital tunnel  
16 syndrome that you found in the surgery that  
17 you performed, is that in any way related to  
18 the incident with the chain saw?

19 A. I don't think so.

20 Q. Are you able to differentiate  
21 between symptoms that Mr. Dulberg was  
22 complaining of in relation to -- or comparing  
23 the cubital tunnel syndrome versus the deep  
24 soft tissue laceration in the right forearm?

1           A.    Yes, to some degree.

2           Q.    Could you tell me what those  
3 differences are?  What symptoms would you  
4 attribute to which condition?

5           A.    The forearm laceration would  
6 account for the symptoms of scar sensitivity,  
7 tenderness, pain with gripping.  And the  
8 cubital tunnel syndrome would account for  
9 sensitivity at the cubital tunnel region and  
10 paresthesias in the ring and small fingers,  
11 numbness in the ring and small fingers.

12          Q.    Was any of the treatment that you  
13 rendered to Mr. Dulberg directed specifically  
14 or in part to the cubital tunnel symptoms or  
15 syndrome?

16          A.    Yes.

17          Q.    What treatment was that?

18          A.    The cubital tunnel release surgery  
19 and the therapy treatments directed at the  
20 scar related to that surgery and the elbow  
21 motion.

22          Q.    Is there any overlap in the care  
23 that he -- or the care or the treatment that  
24 he received for the soft tissue laceration

1 from the chain saw and the cubital tunnel --  
2 I know that the surgery was for both  
3 conditions. But as far as the therapy, is  
4 there overlap there?

5 A. Yes. I presume they would have  
6 treated both areas at the same time.

7 MR. ACCARDO: All right. I don't  
8 think I have anything else. Thank you,  
9 Doctor.

10

11 E X A M I N A T I O N

12 BY MR. BARCH:

13 Q. Doctor, Ron Barch again on behalf  
14 of the McGuires. I think Attorney Accardo  
15 covered almost everything I wanted to, which  
16 will expedite my questions. Just a couple  
17 things, though, in follow-up.

18 There were some questions earlier  
19 that Mr. Accardo had about the left elbow,  
20 the tennis elbow, we were referring to that,  
21 that he developed or he saw you for in 2013.  
22 And he was asking whether overcompensating,  
23 overcompensating use of the left arm due to  
24 problems with the right arm might cause that.

33

1 And I'm just going back. When you said -- I  
2 think you answered, it would be dependent on  
3 the activities that they're doing with the  
4 left elbow?

5 A. Yes.

6 Q. What about just like adult daily  
7 living activities, like getting dressed or  
8 doing dishes, just doing normal, everyday  
9 things? Or are you talking about something  
10 more specific like work related repetitive  
11 trauma, that type of thing?

12 A. Well, I think in order to have a  
13 bearing on causation it would have to be  
14 beyond ordinary arm use, because we know that  
15 the degenerative process affects the tendon  
16 origin over time anyway. So normal, everyday  
17 tasks or usage wouldn't be expected to cause  
18 that condition beyond the chance it would  
19 already occur.

20 Q. And then with respect to the  
21 laceration of the arm, you talked in detail  
22 in response to Mr. Accardo's questions about  
23 the symptoms he had before the exploratory  
24 surgery and after. Anything about the left

1 arm, having seen him post-op, that would  
2 render him totally disabled? The left arm  
3 meaning the laceration part of the injury.

4 A. The laceration was the right  
5 forearm.

6 Q. Excuse me. Let me start that  
7 question over.

8 I just need to find out whether or  
9 not you saw anything about the laceration to  
10 the right arm, the things you saw during  
11 surgery and then your observations of him and  
12 his complaints following the exploratory  
13 surgery of the forearm injury, the  
14 laceration, anything about that that you  
15 believe would have rendered him totally  
16 disabled?

17 A. What do you mean, totally  
18 disabled?

19 Q. Unable to work any job at all.

20 A. Well, for the time period after  
21 the surgery was performed, he was given a  
22 restriction to be off work. That was until  
23 July 30th of 2012. After that he was given  
24 restrictions to limit use of the right arm

1 related to that injury and that surgery. But  
2 restrictions and disability don't necessarily  
3 equate. So disability would depend on what  
4 his function was and what his capability was  
5 and what his opportunities were, I suppose.

6 Q. And so if I understand your  
7 testimony, with respect to -- are you talking  
8 about the elbow surgery or the forearm  
9 laceration that necessitated the restriction  
10 against pushing, pulling and lifting with the  
11 right arm?

12 A. Well, the restriction was given  
13 after the surgery which had two parts. Are  
14 you asking which part necessitated the  
15 restriction?

16 Q. And that's what I'm trying to get  
17 at. I know that there's two different areas  
18 that you focused on during the surgery; the  
19 laceration of the right forearm, which I  
20 believe you said did not actually cut or scar  
21 the nerve, correct? Having gone through that  
22 exploratory surgery, it does not appear that  
23 the chain saw severed, cut or scarred that  
24 ulnar nerve in the forearm where the

1 laceration was?

2 A. Correct.

3 Q. And then there was some -- and you  
4 described in detail how deep you believe it  
5 went, having done that exploratory surgery.

6 And then there's obviously the left -- the  
7 right elbow surgery that you did. And I know  
8 that for a period of time there was  
9 overlapping therapy for the forearm, the  
10 right forearm, and then the right elbow. And  
11 at some point he's released from care and he  
12 stopped the physical therapy on the arm  
13 totally, correct?

14 A. Yes. He was allowed to continue  
15 home exercises as of October 22, 2012 and  
16 advance activities with use of his right arm  
17 as tolerated at that time.

18 Q. And he continued, though, if I  
19 understood your testimony in response to Mr.  
20 Accardo's question, I have the restriction on  
21 pushing, pulling and lifting with the right  
22 arm?

23 A. Limited gripping, lifting, pushing  
24 and pulling, yes.

1 Q. And what I'm trying to get at now  
2 is, is that because of the injury he had to  
3 the forearm, was it the cubital syndrome in  
4 the right elbow, is it both, if you're able  
5 to tell us, the ongoing restriction?

6 A. Well, from my examination at that  
7 time, his tenderness was at the forearm scar  
8 region and there was still some pain with  
9 gripping at that location. So I would  
10 attribute the need for those restrictions to  
11 the forearm injury as opposed to the cubital  
12 tunnel elbow condition.

13 Q. And then if I -- with respect to  
14 whether he's disabled as an ongoing basis  
15 from that point forward, it would be the --  
16 he would be disabled only to the extent that  
17 he would have to accommodate those  
18 restrictions in any form of employment?

19 A. I suppose you'd have to  
20 accommodate for his function, for his -- the  
21 word I would use would be "impairment" as  
22 opposed to "restriction."

23 Q. You wouldn't want him to -- I  
24 guess if I'm understanding your restriction,

1 he would want to avoid work that would  
2 require pulling, pushing and lifting on a  
3 regular basis with the right arm?

4 A. To the extent that that causes his  
5 symptoms to become intolerable.

6 Q. And then finally, is there  
7 anything you saw at that time, in October  
8 when he was let go with those limitations,  
9 that rendered him incapable of working at  
10 all?

11 A. No. He said he was currently  
12 unemployed at that time and planned to pursue  
13 disability, but he was allowed to use his  
14 right arm as tolerated.

15 Q. And that's the confusing part for  
16 me. Did you see anything that you would have  
17 endorsed in terms of acquiring disability,  
18 total and complete disability?

19 A. I think disability can be total or  
20 partial and can depend on one's functional  
21 abilities. So I think his function could  
22 have been impaired to some degree. I don't  
23 think it would necessitate a total disability  
24 from any job, though. Is that what you're

1 asking?

2 Q. That's what I'm asking.

3 MR. BARCH: Thank you. That's all  
4 I have.

5 MR. LUMBER: Do you have anything  
6 further?

7 MR. ACCARDO: No.

8

9 E X A M I N A T I O N

10 BY MR. LUMBER:

11 Q. Doctor, I just have one question  
12 that I want to follow up with you. If I  
13 understood your testimony correctly,  
14 regarding the cubital tunnel procedure that  
15 was done on his elbow, you were asked whether  
16 or not in your opinion you felt that was  
17 related to the chain saw accident, and I  
18 believe your answer was that you didn't think  
19 so.

20 Can you just give me a little bit  
21 of basis as to why that -- why you feel that  
22 way? Mainly because, as we had stated  
23 before, there is -- trauma and whatnot can  
24 cause cubital tunnel syndrome I believe as

33

1 you had testified earlier. So can you just  
2 clarify that a little bit for me as to what  
3 your basis is for why you feel that was not  
4 related to the accident?

5 A. I think the zone of injury for the  
6 accident was relatively distant to the area  
7 of the cubital tunnel, in the forearm as  
8 opposed to the elbow. So trauma to the area  
9 of the elbow would be suspected as a  
10 potential cause for cubital tunnel if that  
11 occurred. But I think this laceration was  
12 too distal to affect the nerve at the level  
13 of the elbow.

14 On the other hand, even though  
15 it's not directly injuring the cubital  
16 tunnel, the need for that surgery which  
17 included the cubital tunnel arose after the  
18 accident which brought him to see me. So I  
19 suppose there's some relationship of the  
20 injury and the surgery that included the  
21 cubital tunnel, but I don't think the  
22 specific laceration injured the nerve in the  
23 area of the cubital tunnel.

24 MR. LUMBER: Okay. That's all I

1 have.

2 MR. ACCARDO: I don't have  
3 anything else.

4

5 FURTHER EXAMINATION

6 BY MR. BARCH:

7 Q. Would it be fair to describe it,  
8 your last comment, as being there's an  
9 overlap in terms of timing but not a direct  
10 connection in terms of the injury and the  
11 location of the elbow, in relation to the  
12 elbow?

13 A. Yeah. There's not a direct injury  
14 to the nerve at the level of the elbow. But  
15 the condition came to light potentially as a  
16 result of the evaluations we did for the  
17 laceration.

18 Q. Well, there was a period of time  
19 before you did the surgery where you were  
20 kind of struggling to figure out why he was  
21 having the paresthesia and grip weakness in  
22 the hand.

23 A. Yes. And I think the first time  
24 it was really brought up as a diagnosis was

03

1 when he saw my partner, Dr. Biafora, who it  
2 seems suggested that that was part of the  
3 cause of his ongoing symptoms.

4 Q. And that was borne out during  
5 surgery?

6 A. Yes.

7 Q. Thank you.

8 A. I think the findings there were  
9 borne out.

10

11 FURTHER EXAMINATION

12 BY MR. LUMBER:

13 Q. Just one last follow-up. Any  
14 chance that any of the cubital tunnel  
15 dysfunction or ailment could have been any  
16 type of byproduct from the injury from the  
17 forearm, meaning from the injury of the  
18 forearm somehow caused this later injury to  
19 the cubital tunnel area?

20 A. I just don't think the mechanism  
21 would -- that one incident would cause  
22 cubital tunnel.

23 MR. LUMBER: Okay. Gotcha.

24 MR. ACCARDO: I don't have

1 anything else. I think we're done.

2 Signature? Waived or reserved?

3 THE WITNESS: I can waive the  
4 signature.

5 MR. ACCARDO: Thank you.

6 (DEPOSITION CONCLUDED AT 10:41 A.M.)

7

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\* \* \* \* \*

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2 STATE OF ILLINOIS )  
3 COUNTY OF L A K E ) SS:

4

5

6 I, Jill S. Tiffany, CSR,  
7 Certified Shorthand Reporter, and a notary  
8 public in and for the County of Lake and  
9 State of Illinois, do hereby certify that  
10 DR. SCOTT SAGERMAN on October 15, 2013 was  
11 by me first duly sworn to testify to the  
12 truth, the whole truth, and nothing but the  
13 truth, and that the above deposition was  
14 recorded stenographically by me and  
15 transcribed by me.

16

17 I FURTHER CERTIFY that the  
18 foregoing transcript of said deposition is  
19 a true, correct, and complete transcript of  
20 the testimony given by the said witness at  
21 the time and place specified.

22

23

24

1 I FURTHER CERTIFY that I am not a  
2 relative or employee or attorney or  
3 employee of such attorney or counsel, or  
4 financially interested directly or  
5 indirectly in this action.

6 IN WITNESS WHEREOF, I have set my  
7 hand.

8

9

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13 Jill S. Tiffany  
14 Certified Shorthand Reporter  
15 Certificate No. 084-002807

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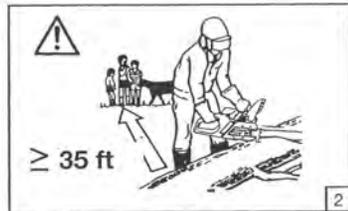
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**Precauciones básicas de seguridad**

- 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, recójasele y protéjasele (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.

**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. <b>(Make sure Ignition switch is in start position "I")</b>	1. No spark.  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 (BPMRBY). 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. 2. Air filter dirty. 3. Spark arrester screen dirty. 4. Carburetor requires "H" (High jet) adjustment.	1. Use fresh fuel and the correct 2-cycle oil mix. 2. Clean per instruction in Maintenance-Air Filter Section. 3. Clean per instructions in Maintenance-Spark Arresting Muffler Section. 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. 2. Chain tension too tight. 3. Oiler function.	1. Oil tank should be filled every time that fuel tank is filled. 2. Tension chain per instructions in Operation-Chain Tension section. 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	1. Chain brake engaged. 2. Chain tension too tight. 3. Guide bar and chain assembly. 4. Chain and/or guide bar damaged. 5. Clutch drum and/or rim sprocket damaged.	1. Release chain brake, see Operation-Chain Brake Section. 2. Tension chain per instructions in Operation-Chain Tension section. 3. Refer to Assembly-Assembling the Bar and Chain Section. 4. Refer to Maintenance-Chain and/or Maintenance-Guide Bar Section. 5. Replace if necessary - contact a Servicing Dealer.

**WARNING:** Never touch the chain while the engine is running.

\*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 símbolos**



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 a las 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:

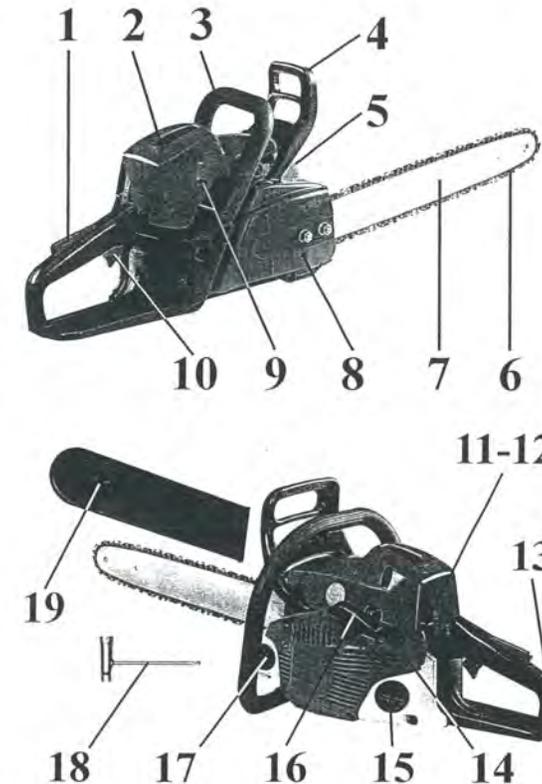
**Avertissement:** présent en cas de risque d'accident, de blessure corporelle, ou de dégâts matériels.

**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.

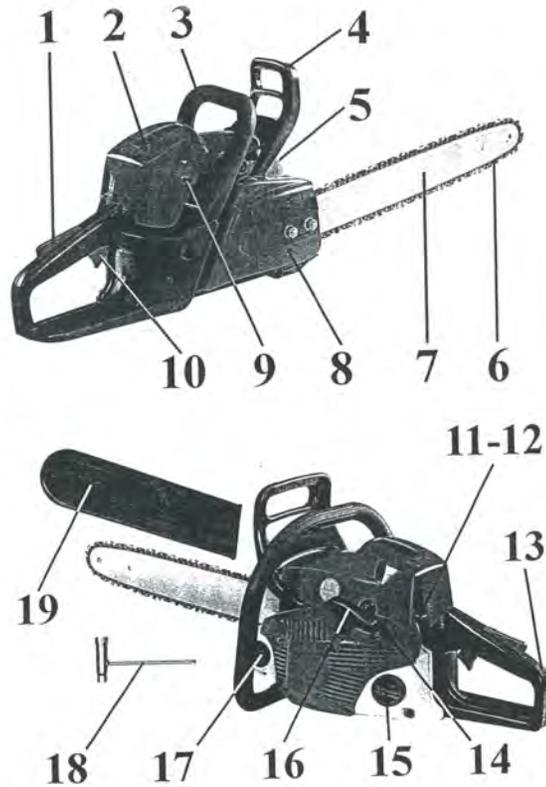
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**Componentes de la motosierra**

- |   |  |
|---|--|
| 1 - Bloqueo del activador                                 | 10 - Activador                         |
| 2 - Cubierta del filtro de aire                           | 11 - Interruptor de masa               |
| 3 - Empuñadura delantera                                  | 12 - Palanca cebador                   |
| 4 - Palanca del freno de la cadena/<br>protector de manos | 13 - Empuñadura trasera                |
| 5 - Silenciador   | 14 - Pera de Purga                     |
| 6 - Cadena  | 15 - Tapón del depósito de combustible |
| 7 - Barra guía  | 16 - Empuñadura del motor de arranque  |
| 8 - Tornillo de ajuste de la barra guía                   | 17 - Tapón del depósito de aceite      |
| 9 - Tornillos de ajuste del carburador                    | 18 - Llave de combinación              |
|   | 19 - Funda de la barra                 |

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**Composants de la tronçonneuse**

- |   |  |
|---|--|
| 1 - Gâchette de verrouillage des gaz                  | 10 - Gâchette des gaz                  |
| 2 - Couvercle de filtre à air                         | 11 - Interrupteur Marche/Arrêt         |
| 3 - Poignée avant                                     | 12 - Levier de l'étrangleur            |
| 4 - Levier de frein de chaîne /<br>Protecteur de main | 13 - Poignée arrière                   |
| 5 - Silencieux d'échappement                          | 14 - Poire d'amorçage                  |
| 6 - Chaîne  | 15 - Bouchon du réservoir de carburant |
| 7 - Guide-chaîne                                      | 16 - Poignée de lanceur                |
| 8 - Vis de réglage de guide-chaîne                    | 17 - Bouchon du réservoir d'huile      |
| 9 - Vis de réglage du carburateur                     | 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-tympons 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)

## INTRODUCCION



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 déverglacage.
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.



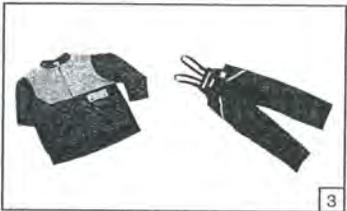
**AVERTISSEMENT :** Les vapeurs d'échappement du moteur de ce produit contiennent des substances chimiques que l'état de Californie a reconnues à l'origine de cancers, d'anomalies congénitales ou d'autres troubles de la reproduction. Utilisez votre tronçonneuse en extérieur, exclusivement dans une zone 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 équipement de protection (Fig. 5) dans les zones où des objets sont susceptibles de chuter. Utilisez des protections anti-bruit 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.

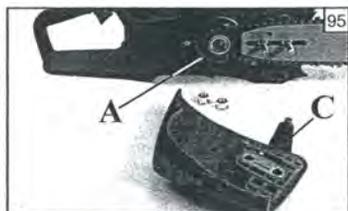
Si le problème persiste après avoir vérifié toutes les causes possibles indiquées, contactez votre réparateur agréé. En cas de problème non référencé dans ce tableau, contactez votre réparateur agréé.

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  2. Moteur noyé.	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, répétez l'essai en utilisant une bougie neuve (BPMR8Y). 2. Passez l'interrupteur d'allumage en position d'arrêt (OFF) et retirez la bougie. Passez le levier d'étranglement 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. Tirez le levier du starter jusqu'au bout et ramenez le levier complètement pour activer le dispositif de demi accélération. Actionnez le lanceur trois fois en mettant le levier d'étranglement en position de fonctionnement. Si le moteur ne démarre pas, passez le levier d'étranglement 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. 2. Filtre à air encrassé. 3. Écran pare-étincelles encrassé. 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. 2. Procédez au nettoyage conformément aux instructions de la section Entretien-Filtre à air. 3. Procédez au nettoyage conformément aux instructions de la section Entretien-Silencieux pare-étincelles. 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. 2. Chaîne trop tendue. 3. Fonction du dispositif de graissage.	1. Le réservoir d'huile doit être rempli à chaque plein du réservoir de carburant. 2. Tendez la chaîne conformément aux instructions de la section Fonctionnement-Tension de la chaîne. 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	1. Frein de chaîne engagé. 2. Chaîne trop tendue. 3. Montage du guide-chaîne et chaîne. 4. Chaîne et/ou guide-chaîne endommagés. 5. Embrayage et/ou pignon à flasques endommagés.	1. Désengagez le frein de chaîne ; voir la section Fonctionnement-Frein de chaîne. 2. Tendez la chaîne conformément aux instructions de la section Fonctionnement-Tension de la chaîne. 3. Voir la section Montage-Montage du guide-chaîne et de la chaîne. 4. Voir la section Entretien-Chaîne et/ou Entretien-Guide-chaîne. 5. Procédez au remplacement si nécessaire - Contactez un réparateur agréé.



**AVERTISSEMENT:** Ne touchez jamais la chaîne lorsque le moteur tourne.

\*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.

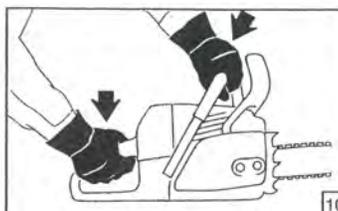
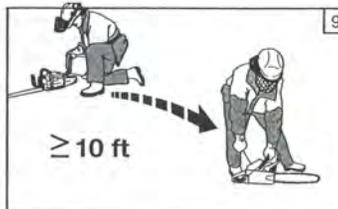


Tenez le mécanisme du frein de chaîne propre en permanence et lubrifiez légèrement la tringlerie (B, Fig. 96).

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.
- Dévissez 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.
- Entrepoze 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.
- Entrepoze 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. Enserrez 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.



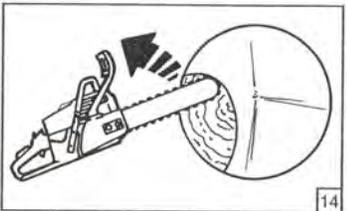
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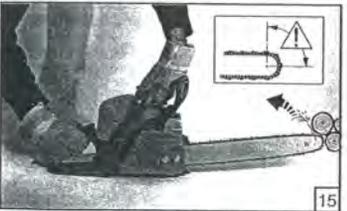
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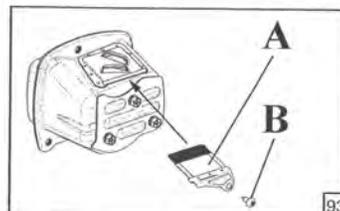
- **N'utilisez jamais la tronçonneuse d'une seule main !** Une telle manipulation peut blesser gravement l'utilisateur ou les personnes se tenant dans la zone de travail. **Une tronçonneuse s'utilise à deux mains.**
- Avant de démarrer le moteur, vérifiez que la chaîne n'est en contact avec aucun objet. 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

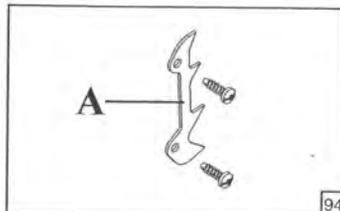


**AVERTISSEMENT:** Évitez tout phénomène de rebond pouvant entraîner de graves blessures. L'effet de rebond consiste en un mouvement brusque vers l'arrière, vers le haut ou vers l'avant du guide-chaîne se produisant lorsque la zone de la chaîne située à l'extrémité supérieure du guide-chaîne entre en 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 réaction 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 de l'écranpare-étincelles (B).
- Déposez l'écran pare-étincelles (A) réf. 50240155.
- Nettoyez et contrôlez l'écranpare-étincelles. Si le pare-étincelles est endommagé, en mauvais état ou détérioré, 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'outils ou à l'air comprimé.

Par souci de conformité à la norme, il est nécessaire de monter un griffe d'abattage Réf. 50240110 (A, Fig. 94); celles-ci sont fournies 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 : toute 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.



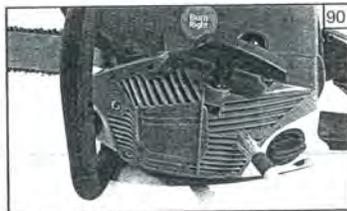
**AVERTISSEMENT:** N'utilisez jamais votre tronçonneuse si le silencieux est endommagé, déposé ou modifié. Un silencieux mal entretenu augmente le risque d'incendie et de perte auditive.

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.

### Démarrateur

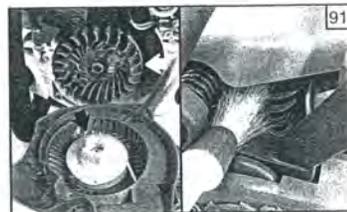
Éliminez les débris accumulés au niveau des ouïes d'aération du démarreur à l'aide d'une brosse (Fig. 90).



**⚠ 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

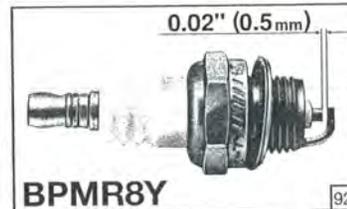
Nettoyez périodiquement les ailettes du moteur et du volant-moteur à l'air comprimé ou à l'aide d'une brosse (Fig. 91). Les impuretés incrustées sur le cylindre peuvent entraîner une surchauffe dangereuse du moteur.



**⚠ 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 BP8R8Y 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;



• 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.

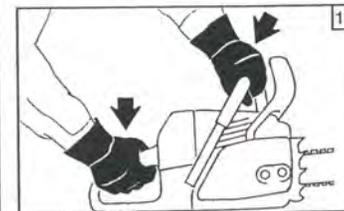
### Comment réduire le risque de rebond

**⚠** 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.

### 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 contrôle 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.



- 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.

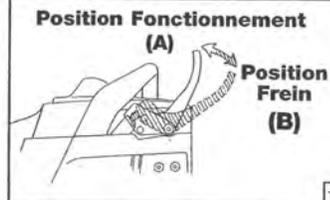
- Guide-chaîne à réduction de l'effet de rebond, équipé d'une extrémité à faible rayon permettant de réduire la zone de risque de rebond au niveau de l'extrémité du guide-chaîne. Il a été démontré que l'utilisation d'un guide-chaîne à réduction de l'effet de rebond permet de réduire façon significative 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 cm<sup>3</sup> 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

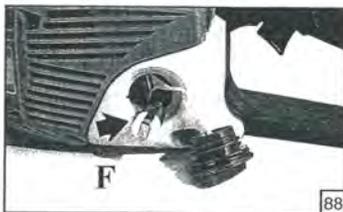
Les freins de chaîne sont conçus pour stopper rapidement la rotation de la chaîne. Lorsque le levier de frein de chaîne / protecteur de main est poussé vers le guide, la chaîne doit s'arrêter immédiatement. Un frein de chaîne ne permet pas d'empêcher le rebond.

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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- Rails fendillés ou cassés.
- Rails ébrés.

En outre, les guide-chaîne équipés d'un pignon en leur point doivent être lubrifiés périodiquement à l'aide d'une seringue 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" dans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continue 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

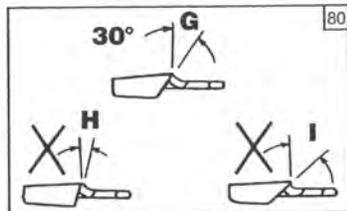
Contrôlez le filtre à carburant (F, Fig. 88) périodiquement. Remplacez-le s'il est contaminé ou endommagé.

#### 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



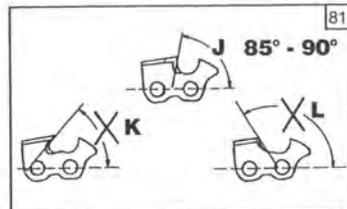
#### Angle des plaques supérieures

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.

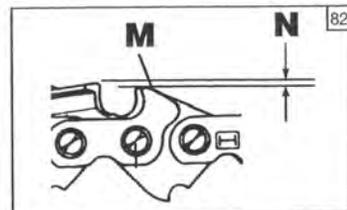
#### Angle des plaques latérales (Fig.81)

- 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.  
 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.



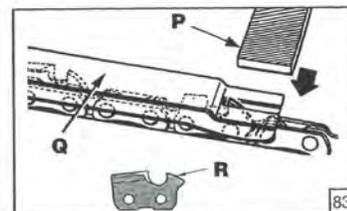
#### Réglage du limiteur d'épaisseur

- 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.
- 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 rabaissier 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 rabaissier 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.

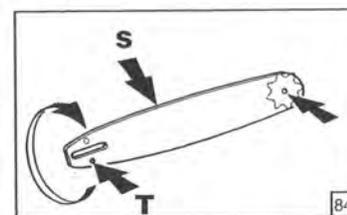
#### Entretien du guide-chaîne

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 PROTÈGERA 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. Rappelez 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 matière d'angle de rebond calculé.



**AVERTISSEMENT :** N'équipez pas votre tronçonneuse Efco d'un guide-chaîne arqué. Le risque de rebond est accru 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 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.

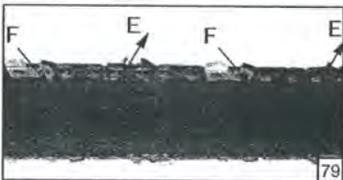
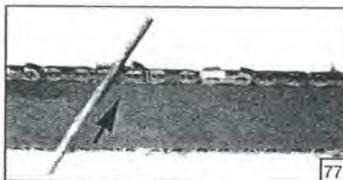
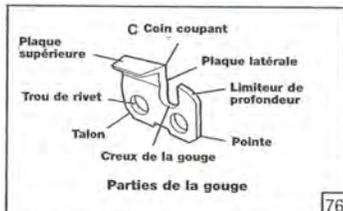
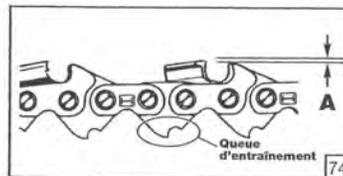


**AVERTISSEMENT:** Utilisez exclusivement des accessoires et des pièces de rechange préconisés.

- 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.



### Entretien de la chaîne

Utilisez exclusivement une chaîne à double limiteur d'épaisseur et à rebond réduit sur cette tronçonneuse. Cette chaîne à coup 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.



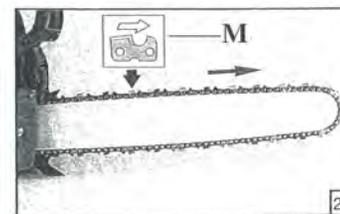
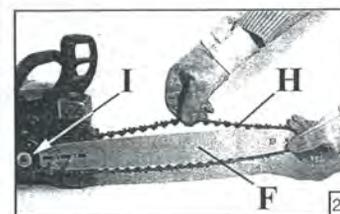
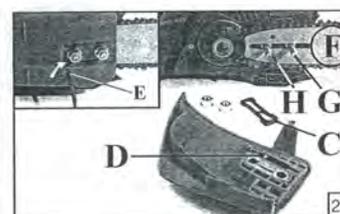
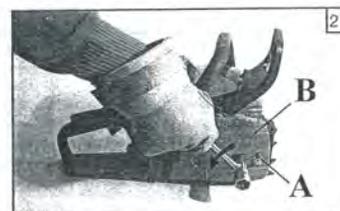
**AVERTISSEMENT:** Le respect des angles et des dimensions spécifiés ci-dessous est absolument essentiel. Si la chaîne est mal affûtée, et tout particulièrement si le limiteur d'épaisseur est trop profond, le risque de rebond est accru, ainsi que le risque de blessures.

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

Veillez 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 le modèle d'origine
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 remplacement						X	X
Toute la visserie accessible (sauf vis de réglage)	Inspection	X						
	Resserrage				X			
Filtre à air	Nettoyage	X						X
	Remplacement						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			
	Remplacement						X	
Carburateur	Contrôle du ralenti (la chaîne ne doit pas tourner au régime de ralenti)	X	X					
	Contrôle de l'écartement entre les électrodes					X		
Bougie	Remplacement						X	Tous les 6 mois
	Inspection (dégâts et niveau d'usure)				X			
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 et portez en permanence des gants de protection lorsque vous effectuez l'entretien de la chaîne.

- 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.
- Retirez les deux (2) écrous de guide-chaîne (A, Fig. 21) et le couvercle d'embrayage (B).
- 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.
- 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.
- Le guide-chaîne (F) est 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.
- Monter le guide-chaîne (F) sur les goujons (G) comme indiqué dans la Fig. 22.
- 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.
- Passer la chaîne (H) sur le pignon à flasques (I) puis dans la rainure du guide-chaîne.

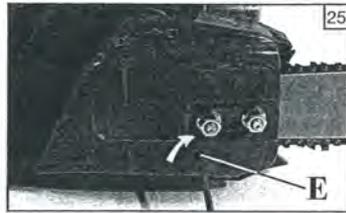
**MISE EN GARDE:** Le pignon à flasques, le tambour d'embrayage, le guide-chaîne et la chaîne peuvent être sérieusement endommagés si la chaîne n'est pas correctement insérée dans le pignon à flasques.

- 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 tournez 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 présente 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.

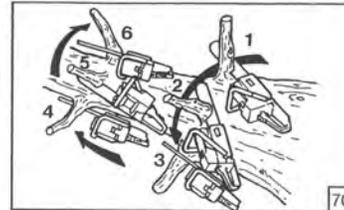
**REMARQUE:** Si la chaîne est montée trop serrée, elle ne pourra tourner. Desserrez légèrement les écrous de guide-chaîne et tournez la vis de réglage d'un quart de tour dans le sens inverse des aiguilles d'une montre. Soulevez l'extrémité du guide-chaîne et resserrez les écrous.

**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.

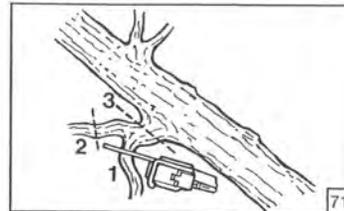
**AVERTISSEMENT:** La chaîne de rechange doit posséder des caractéristiques de rebond identiques, voire inférieures à la chaîne d'origine.

**AVERTISSEMENT:** Si la tronçonneuse est utilisée avec une chaîne détendue, celle-ci peut échapper du guide-chaîne et entraîner de graves blessures.

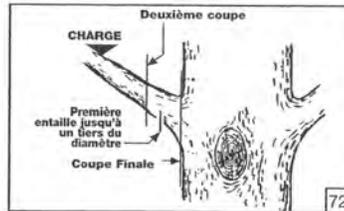
**AVERTISSEMENT:** Ne démarrez jamais la tronçonneuse alors que le couvercle de pignon est desserré.



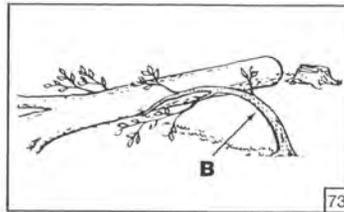
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#### Opération d'ébranchage (Fig. 70-71)

- 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)

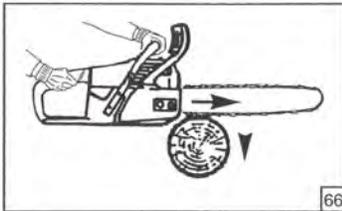
- Pour l'élagage, il est important de ne pas effectuer la coupe à ras à proximité de la branche maîtresse ou du tronc avant d'avoir coupé une partie de la branche de façon à réduire le poids. Cela permet d'éviter d'arracher l'écorce au niveau du membre principal.
- Coupez tout d'abord le premier tiers 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 la branche à élaguer se trouve au-dessus de la hauteur de poitrine, faites intervenir un professionnel pour l'opération.

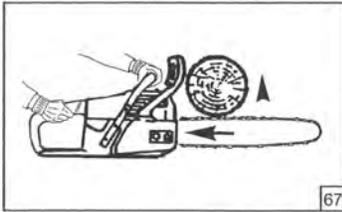
#### "Fouets"

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.

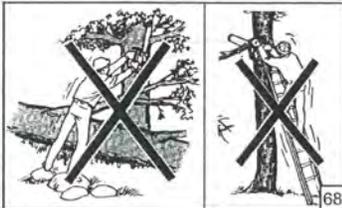
**AVERTISSEMENT:** Les "fouets" sont dangereux et peuvent venir heurter l'opérateur, entraînant une perte de contrôle de la tronçonneuse. De graves blessures, voire la mort, peuvent en découler.



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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

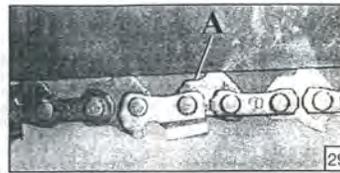


**AVERTISSEMENT:** Soyez vigilant et méfiez-vous de l'effet de rebond. Évitez que la chaîne en mouvement ne touche d'autres branches ou objets au niveau de la pointe du guide-chaîne lors des opérations d'ébranchage ou d'élagage. Tout contact peut entraîner de graves blessures.

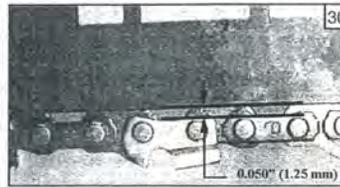
- Travaillez sans précipitation, en maintenant fermement et correctement vos deux mains sur la tronçonneuse. Gardez une bonne assise et un bon équilibre (Fig. 68).
- Pour l'ébranchage, le tronc doit se trouver entre vous et la chaîne (A, Fig. 69). Procédez à la coupe depuis le côté de l'arbre opposé 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.



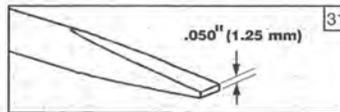
**AVERTISSEMENT :** Ne grimpez jamais sur un arbre pour effectuer l'ébranchage ou l'élagage. Ne vous tenez pas sur une échelle, ou un rondin, ou dans toute position susceptible de vous faire perdre l'équilibre et le contrôle de la tronçonneuse.



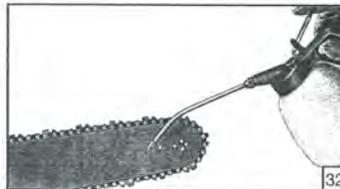
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### Tension de la chaîne



**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 présente 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 (IR + 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 Efcò pour moteurs deux temps, car cette huile est spécialement formulée pour tous les moteurs Efcò 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 Efcò 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).

**AVERTISSEMENT:** MISE EN GARDE: N'UTILISEZ PAS D'HUILE POUR AUTOMOBILE OU D'HUILE POUR MOTEUR DEUX TEMPS DE HORS-BORD.

**AVERTISSEMENT:** 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.

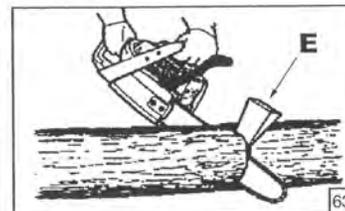
**AVERTISSEMENT:** MISE EN GARDE:  
- Adaptez vos achats de carburant à votre consommation; n'en achetez pas plus que vous en consommerez en un ou deux mois;  
- Entrez l'essence dans un conteneur hermétique et dans un endroit sec et frais.

L'utilisation d'essence oxygénée peut faciliter le phénomène de formation de tampon de vapeur.

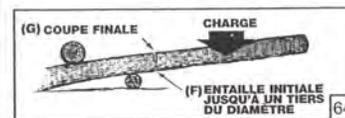
**REMARQUE:** L'huile pour moteurs deux temps contient un stabilisateur de carburant et peut être conservée pendant 30 jours. NE MÉLANGEZ PAS plus de carburant que vous pourrez en utiliser sur une période de 30 jours. L'utilisation d'une huile deux temps contenant un stabilisateur de carburant est recommandée.



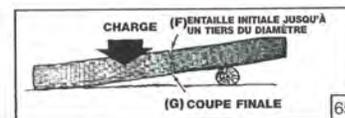
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### Débitage

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.

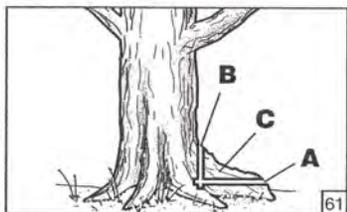
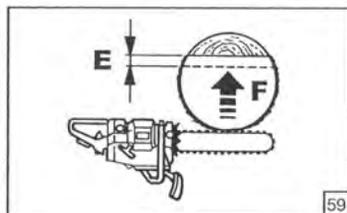
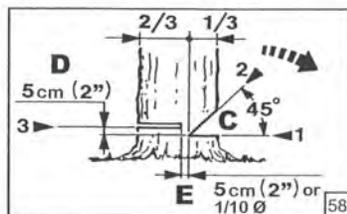
**AVERTISSEMENT:** Ne vous tenez pas sur le rondin en cours de découpe. Celui-ci peut riper et entraîner une perte d'assise et de contrôle. Ne coupez pas une zone où rondins, branches et racines sont enchevêtrés. Déplacez les rondins dans une zone dégagée avant de les débiter en commençant par les pièces 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.



- 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.
- Effectuez une entaille d'abatage (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.
- Le trait d'abatage s'effectue toujours de niveau et à l'horizontale, à 5 cm (2 pouces) minimum au-dessus de l'entaille d'abatage (D).
- Ne coupez jamais jusqu'à l'entaille d'abatage. Laissez toujours une bande de bois entre l'entaille et le trait d'abatage, 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.
- Sur les arbres de gros diamètre, interrompez le trait d'abatage (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.
- 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.

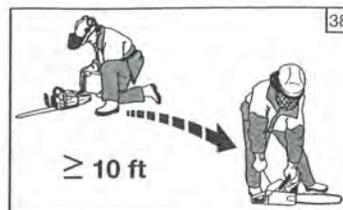
**AVERTISSEMENT:** Ne prolongez jamais l'entaille jusqu'au trait d'abatage. La charnière contrôle la chute de l'arbre; il s'agit de la section laissée entre l'entaille et le trait d'abatage.

**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'abatage. 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-Abatage du présent manuel après retrait des gros contreforts.



#### 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%

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 !**

- Nettoyez la surface autour du bouchon de carburant afin d'éviter toute contamination.
- Dévissez lentement le bouchon de carburant.
- Versez le mélange de carburant dans le réservoir avec précaution. Évitez de renverser du carburant.
- Avant de remonter le bouchon de carburant, nettoyez et inspectez le joint d'étanchéité.
- Remontez et serrez immédiatement le bouchon de carburant. Essayez 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.

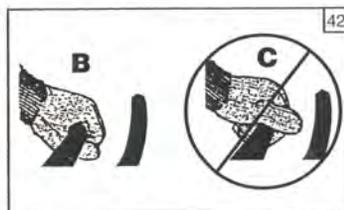
#### Système de lubrification de la chaîne (Fig. 40)

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 de 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.

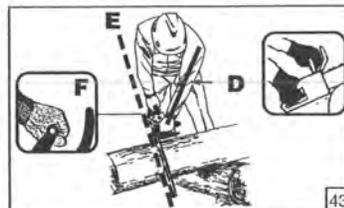
**AVERTISSEMENT:** N'utilisez jamais d'huile usagée ! Utilisez toujours un lubrifiant biodégradable spécifique pour guide-chaîne et chaîne, qui respecte davantage l'environnement et protège les pièces de la tronçonneuse.



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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

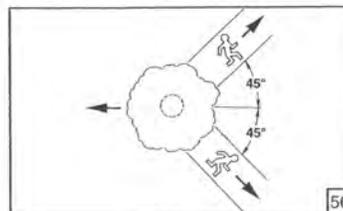
Prise correcte des poignées.  
Reportez-vous à la section Sécurité pour ce qui concerne d'équipement de sécurité approprié.

1. Portez des gants antidérapants pour une adhérence et une protection optimales.

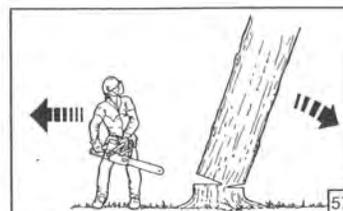
**AVERTISSEMENT:** Tenez fermement la tronçonneuse à deux mains. Tenez toujours la poignée avant de la MAIN GAUCHE et la poignée arrière (accélérateur) de la MAIN DROITE, comme indiqué dans la Fig.41, de telle façon à placer votre corps sur la gauche du plan de rotation de la chaîne. Ne croisez jamais 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.

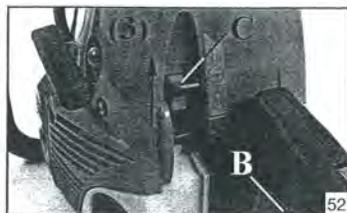
**AVERTISSEMENT:** Si l'arbre se met à chuter dans la mauvaise direction, ou si la tronçonneuse reste coincée ou prise lors de la chute, ABANDONNEZ LA TRONÇONNEUSE ET FUYEZ !

- 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.

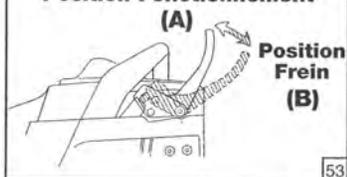
Assurez-vous de disposer de l'espace nécessaire pour la chute de l'arbre. Tenez toute autre personne ou objet à une distance de deux fois la hauteur de l'arbre. Le bruit du moteur peut couvrir un cri d'alerte. Retirez les obstacles, pierres, écorce décrochée, clous, agrafes et fils métalliques de l'arbre 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).



52

### Position Fonctionnement



53



54



55

### 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 (M1) / 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. Remplacez le frein de chaîne en position de fonctionnement en saisissant le 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'arrête 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

### Position Fonctionnement



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 débiter des travaux de coupe plus conséquents.

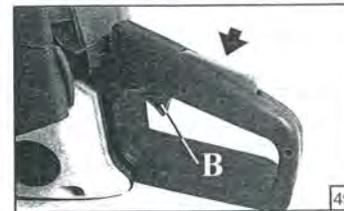
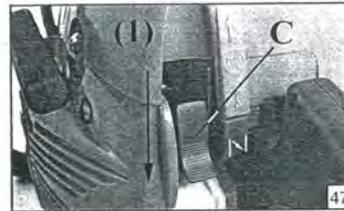
1. Adoptez la position appropriée face à la bille de bois avec la tronçonneuse tournant au ralenti.
2. Accélérez jusqu'au régime moteur maximal en appuyant sur la gâchette des gaz avant d'enfoncer la chaîne dans la bille de bois.
3. Commencez la coupe en plaquant la tronçonneuse contre la bille de bois.
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. Relâchez 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 aucune 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



- 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.

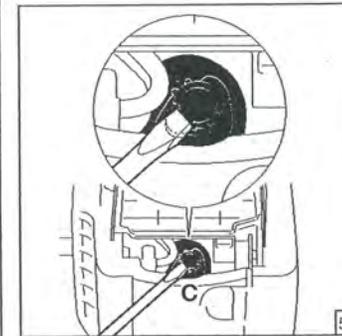
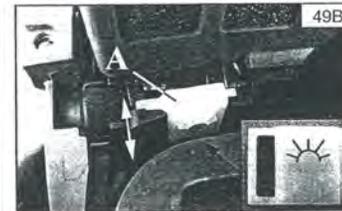
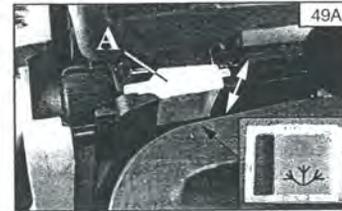
### Démarrage du moteur

**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'étranglement/ralenti accéléré est en position d'étranglement maximal (FULL CHOKE). N'utilisez pas votre tronçonneuse alors que 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'étranglement et ramenez-le en position initiale de fonctionnement.



**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.

**AVERTISSEMENT:** 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 l'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'étranglement 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 lever 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.
- Basculez l'interrupteur de marche/arrêt sur I, la position de démarrage.
- Passez le levier d'étranglement sur la position de démarrage à chaud - même si le moteur est froid.
- Démarrez à présent le moteur.

Fuel/oil mix 50:1

# MT 3500 (2.38 cu.in)

- en** OPERATOR'S INSTRUCTION MANUAL EMAK S.p.A.  
Bagnolo in Piano (RE) ITALY  
9840200296
- fr** MANUEL D'UTILISATION ET D'ENTRETIEN
- es** MANUAL DE INSTRUCCIONES



**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.



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  
 No. 2  
 3-20-13 pe

Mod. 60240178 - Dic/2009



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.

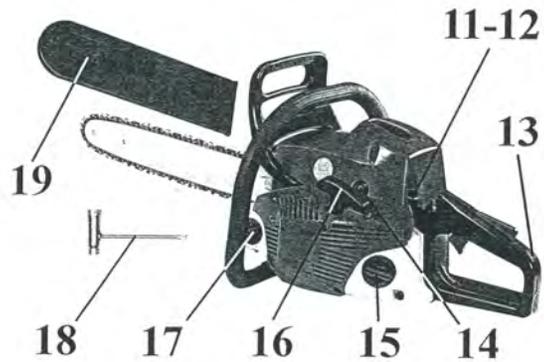
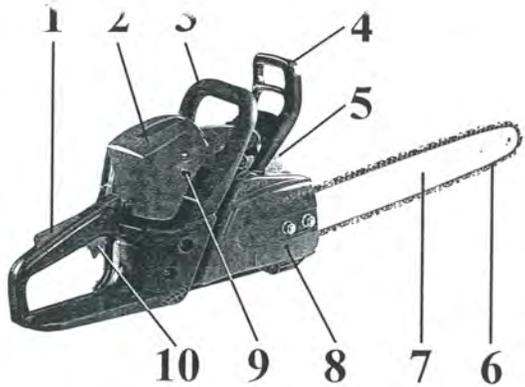


**WARNING** - To ensure safe and correct operation of the chainsaw, this operator's manual should always be kept with or near the machine. Do not lend or rent your chainsaw without the operator's instruction manual.



**WARNING:** Allow only persons who understand this manual to operate your chainsaw.

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### Chain Saw Components

- |                                    |                         |
|------------------------------------|-------------------------|
| 1 - Throttle Trigger Lockout       | 11 - On/Off Switch      |
| 2 - Air Filter Cover               | 12 - Choke Lever        |
| 3 - Front Handle                   | 13 - Rear Handle        |
| 4 - Chain Brake Lever / Hand Guard | 14 - Purge Bulb         |
| 5 - Muffler                        | 15 - Fuel Tank Cap      |
| 6 - Chain                          | 16 - Starter Handle     |
| 7 - Guide Bar                      | 17 - Oil Tank Cap       |
| 8 - Guide Bar Adjusting Screw      | 18 - Combination Wrench |
| 9 - Carburetor Adjustment Screws   | 19 - Bar Cover          |
| 10 - Throttle Trigger              |                         |

## 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 máxima 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 Symbols



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)



Chain Oil



Chain Brake



Chain Brake ON



Chain brake OFF



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.

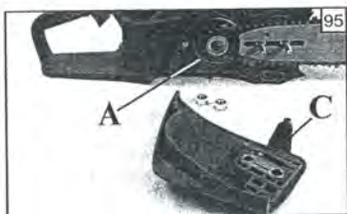
PROBLEMA	CAUSA POSIBLE	SOLUCIÓN
El motor no arranca o funciona sólo durante unos segundos tras arrancarlo. (Compruebe que el interruptor de masa se encuentra en la posición de arranque "I")	1. No hay chispa.  2. El motor está ahogado.	1. Compruebe la chispa. Extraiga la cubierta del filtro de aire. Extraiga 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).  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 empuje 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. 2. El filtro de aire está sucio. 3. La pantalla de supresión de chispas está sucia. 4. Es necesario ajustar el chorro alto "H" del carburador.	1. Utilice combustible nuevo y la mezcla correcta de aceite de 2 ciclos. 2. Límpielo según las instrucciones indicadas en la sección de mantenimiento correspondiente al filtro de aire. 3. Límpiela según las instrucciones indicadas en la sección de mantenimiento correspondiente al amortiguador de supresión de chispas. 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. 2. La cadena está demasiado tensa. 3. Funcionamiento del sistema de lubricación.	1. El depósito de aceite se debe llenar cada vez que se llene el depósito de combustible. 2. Tense la cadena según las instrucciones indicadas en la sección de funcionamiento correspondiente a la tensión de la cadena. 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.	1. El freno de la cadena está accionado. 2. La cadena está demasiado tensa. 3. Conjunto de cadena y barra guía. 4. La cadena o la barra guía están dañadas. 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. 2. Tense la cadena según las instrucciones indicadas en la sección de funcionamiento correspondiente a la tensión de la cadena. 3. Consulte la sección correspondiente al montaje de la barra y la cadena. 4. Consulte la sección de mantenimiento correspondiente a la cadena o a la barra guía. 5. Sustitúyalos si es necesario; póngase en contacto con un concesionario de servicio.



**ADVERTENCIA:** No toque nunca la cadena mientras el motor esté en funcionamiento.

\*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.

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### 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.



### 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.



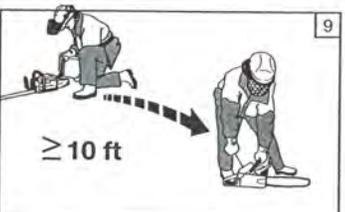
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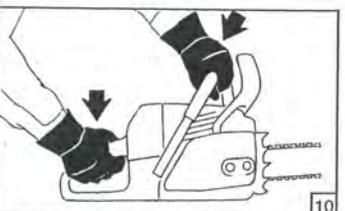
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## Fuel Handling

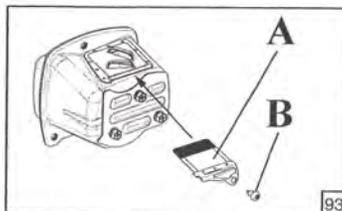
**WARNING:** Gasoline is an extremely flammable fuel. Use extreme caution when handling gasoline or fuel mix. Do not smoke or bring any fire or flame near the fuel or the chainsaw (Fig. 7).

- 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.

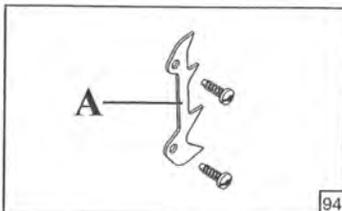
## Operation and Safety

**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.



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## Silenciador de supresión de chispas

La motosierra dispone de un sistema de supresión de chispas, n° de referencia 50240109, (Fig. 93) que cumple los requisitos de la norma SAE J335; puede comprobar el n° 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 el 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, n° 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.



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

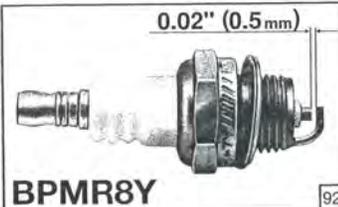
Limpie periódicamente las aletas del volante y del cilindro con aire comprimido o con un cepillo (Fig. 91). Si hay impurezas en el cilindro, es posible que el motor se sobrecaliente de forma peligrosa.



**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.

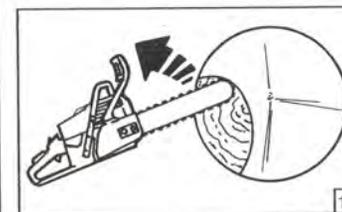
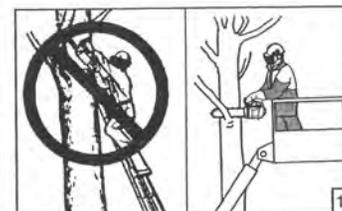
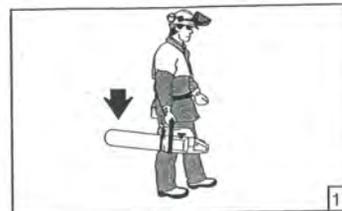
#### Bujía

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.



- 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.

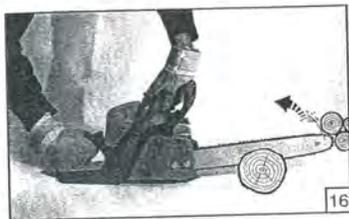
#### Precautions Against Kickback

**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.

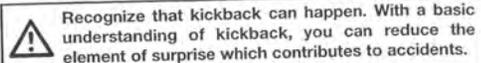


- Do not twist the saw as the bar is withdrawn from an undercut when bucking.

#### 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.

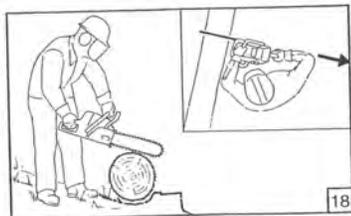
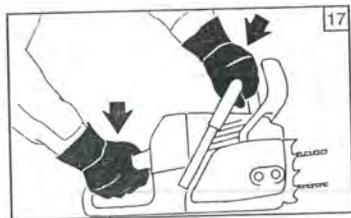
#### Reduce the Risk of Kickback



- 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.

#### Maintain Control (Fig.17-18)

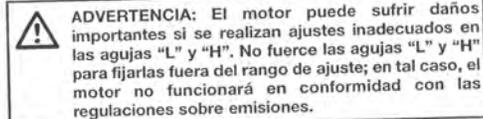
- Keep a good, firm grip on the saw with both hands when the engine is running and don't let go. A firm grip will help you reduce kickback and maintain control of the saw. Keep the fingers of your left hand encircling and your left thumb under the front handlebar. Keep your right hand completely around 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.



- 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.

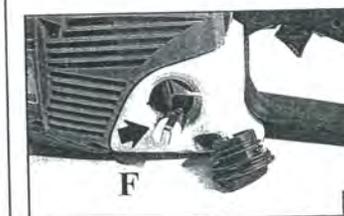
#### Ajuste del carburador

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.



#### Ajuste de la velocidad de ralenti

- Si el motor arranca, se pone en marcha y acelera pero no se pone a ralenti, gire el tornillo de velocidad de ralenti "T" en el sentido de las agujas del reloj para aumentar la velocidad de ralenti (Fig. 87).
- Si la cadena gira al ralenti, gire el tornillo de velocidad de ralenti "T" en el sentido contrario a las agujas del reloj para reducir las RPM de ralenti y parar la cadena. Si la cadena sigue moviéndose a velocidad de ralenti, póngase en contacto con un concesionario de servicio para su ajuste, y no utilice la unidad hasta que se haya realizado la reparación.

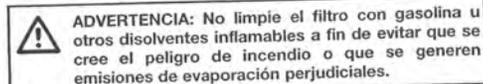


#### Filtro de combustible

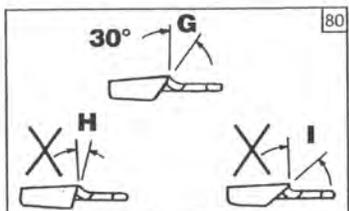
Compruebe periódicamente el filtro de combustible (F, Fig. 88). Sustitúyalo si está contaminado o dañado.



#### Filtro de aire



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.



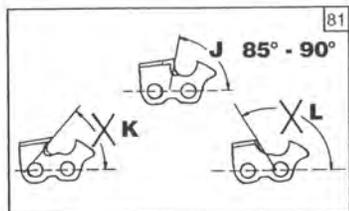
**Ángulo de la placa superior**

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°

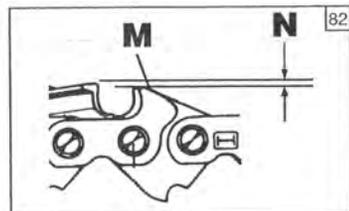
Se obtiene automáticamente si en el soporte de lima se utiliza una lima con el diámetro correcto.

**K) GANCHO:** Se "agarra" 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.

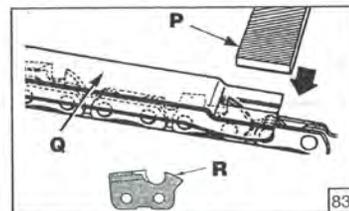
2. Cada vez que lime la cadena, compruebe la holgura del calibre de profundidades.

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.

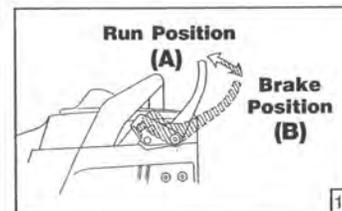
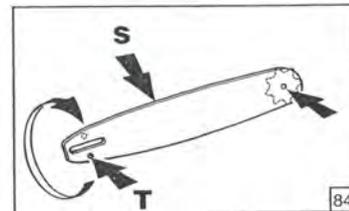
**Mantenimiento de la barra guía**

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 riles 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 riles 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.

**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.



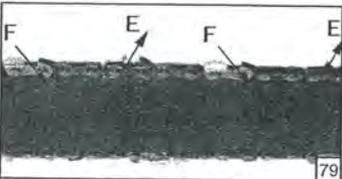
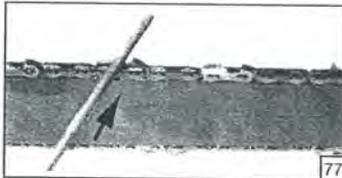
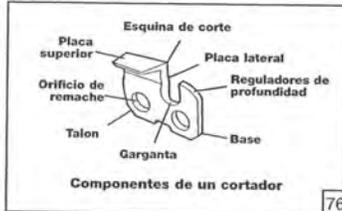
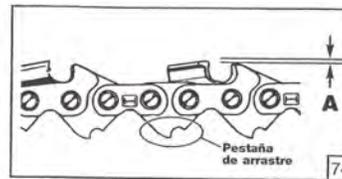
**WARNING: Computed kickback angle (CKA) listed on your saw and listed in the CKA table below represents angle of kickback your bar and chain combinations will have when tested in accordance with CSA (Canadian Standards Association) and ANSI standards. When purchasing replacement bar and chain, considerations 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 Efcó 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°



#### 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					
	Comprobar el funcionamiento	X	X					
Freno de la cadena	Limpiar y lubricar				X			
	Comprobar en el concesionario					X	X	
	Inspeccionar (fugas, grietas y desgaste)	X	X					
Depósito de combustible	Limpiar				X			
	Inspeccionar (fugas, grietas y desgaste)	X	X					
Depósito de aceite	Limpiar				X			
	Inspeccionar				X			
Filtro de combustible	Limpiar, sustituir el elemento de filtro					X	Cada 6 meses	
	Comprobar el rendimiento	X	X					
Lubricación de la cadena	Inspeccionar (daños, afilado y desgaste)	X	X					
	Comprobar la tensión	X	X					
	Afilar (comprobar el calibre de profundidades)					X	X	
Cadena de la sierra	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	
	Reemplazar con cada cadena nueva							
Rueda dentada	Inspeccionar (daños y desgaste)				X			
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						
	Sustituir					X	Cada 6 meses	
Aletas del cilindro	Limpiar				X			
Salidas de ventilación del sistema del motor de arranque	Limpiar			X				
	Inspeccionar (daños y desgaste)				X			
Cuerda del motor de arranque	Sustituir					X		
	Comprobar el ralentí (la cadena no debe girar al ralentí)	X	X					
Carburador	Comprobar la separación de las puntas del electrodo					X		
	Sustituir					X	Cada 6 meses	
Bujía	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.



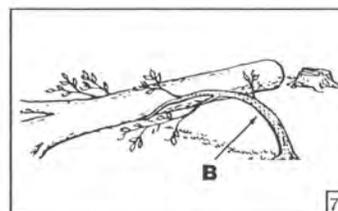
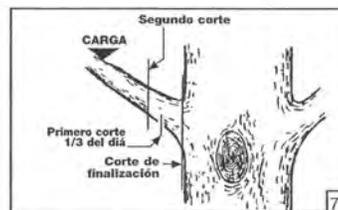
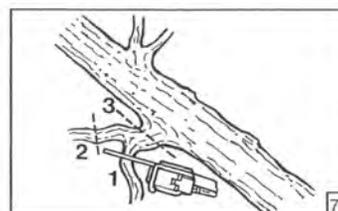
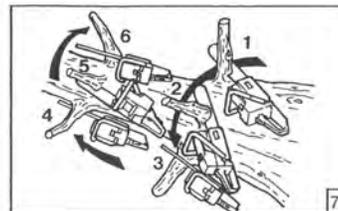
**WARNING:** Use only accessories and replacement parts recommended.



- 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.**



**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, tronche la rama por abajo 1/3; en el segundo corte, tronche 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.



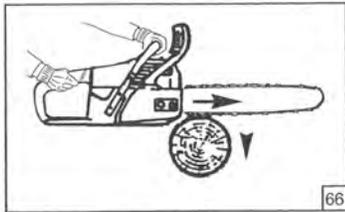
**ADVERTENCIA: Si las ramas que debe podar están por encima de la altura del pecho, póngase en contacto con un profesional para que realice la tarea.**

**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.

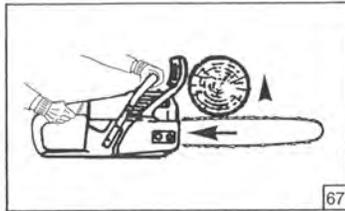


**ADVERTENCIA: Las pértigas son peligrosas y pueden golpear al operador, provocando que pierda el control de la motosierra. Ello podría causar al operador lesiones graves o mortales.**



**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.



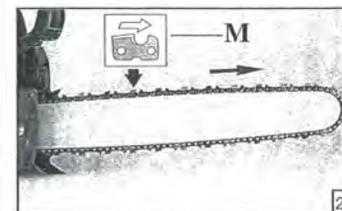
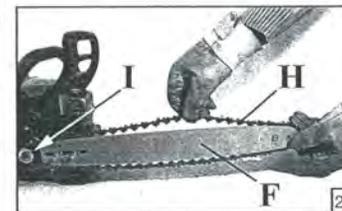
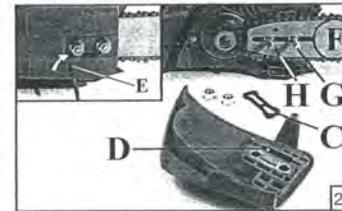
**ADVERTENCIA:** No se suba nunca a un árbol para cortar ramas o podar. No se suba a una escalera, o tronco; tampoco se ponga en ninguna posición que pueda hacer que pierda el equilibrio o el control de la motosierra.



**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 inset (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.



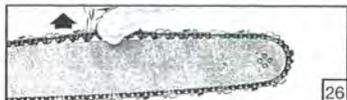
**WARNING:** The replacement chain must have the same or lower kickback characteristics as that originally supplied.



**WARNING:** If the saw is operated with a loose chain, the chain could jump off the guide bar and result in serious injury.



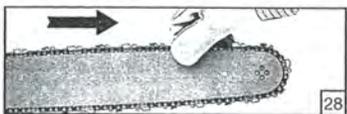
**WARNING:** Never start the saw with the sprocket cover loose.



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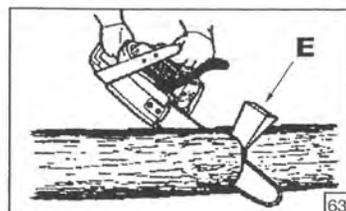
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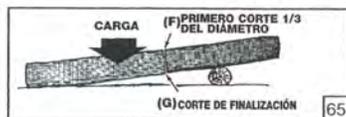
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## Tronzado

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.



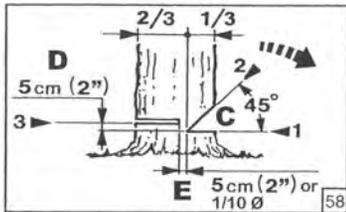
**ADVERTENCIA:** No se suba al tronco que esté cortando. Es posible que un trozo salga rodando, por lo que podría perder la estabilidad y el control. No corte en una parte en que estén enredados troncos, ramas y raíces. Arrastre los troncos a un área despejada antes de cortar sacando primero los troncos 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.



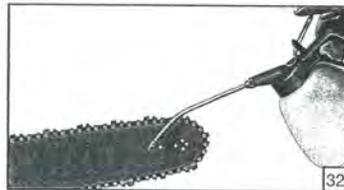
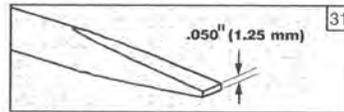
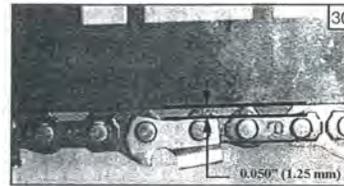
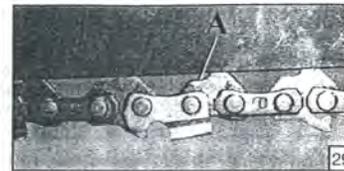
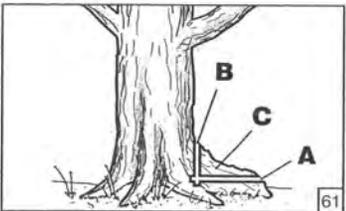
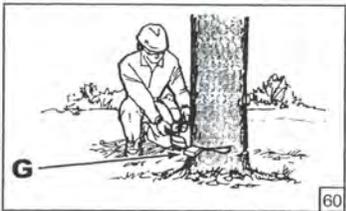
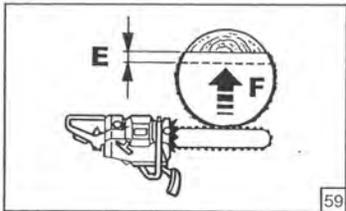
3. Corte una muesca (C, Fig. 58) de aproximadamente 1/3 del diámetro del tronco en el lateral del árbol. Haga los cortes de la muesca de forma que se crucen en ángulo recto con la línea de caída. Esta muesca se debe limpiar para obtener una línea recta. Para mantener el peso de la madera fuera de la 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 derribelo con un torno de cable, un bloque y un aparejo, o con un tractor.

#### Raíces fulreas

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.



#### 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.

#### 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 Tensioning 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.**



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### 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) Efcó Two Cycle Engine Oil, which is specifically formulated for all Efcó air-cooled two-stroke engines.

The correct oil / fuel proportions shown in the table below are suitable when using the Efcó 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.

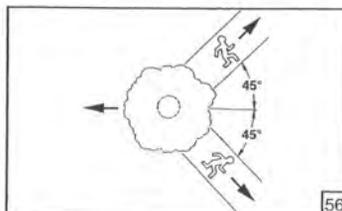
When using an Oxygenated Gasoline a good practice of Fuel Management is necessary. Gasoline Oxygenated with alcohol readily takes up water when it is present; the water may be condensed out of humid air or be a contaminant in the fuel system, including tank.

**CAUTION:**

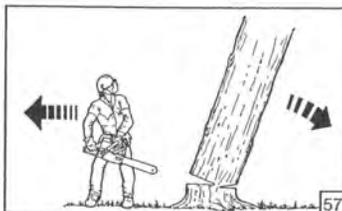
- Match your fuel purchases to your consumption; don't buy more than you will use in one or two months;
- Store gasoline in a tightly-closed container in a cool, dry place.

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.



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### 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.

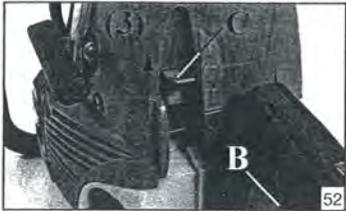
**ADVERTENCIA:** Eche un vistazo periódicamente a la parte superior del árbol mientras lo corta para asegurarse de que va a caer en la dirección deseada.

**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.



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**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 (1/1 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.



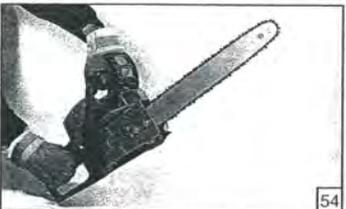
**ADVERTENCIA:** Si el freno no para la cadena inmediatamente, lleve la motosierra a un concesionario de servicio para su reparación antes de utilizarla.



**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.



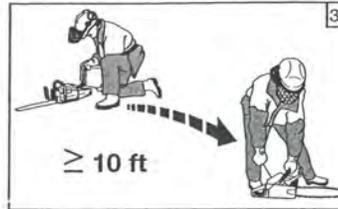
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**Fuel Mixture**

**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 lubricant 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.



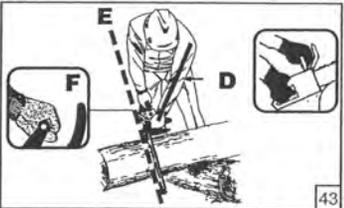
**WARNING:** Do not use waste oil! Medical studies have shown that renewed contact with waste oil can cause skin cancer.



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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.

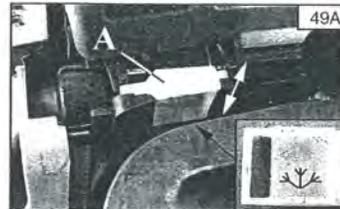


**WARNING:**  
Proper Cutting Stance (Fig. 43)  
- Weight should be balanced on both feet - feet on solid ground.  
- Keep arm with elbow locked in a "straight arm" position (D) to withstand any kickback force.  
- Your body should always be to the left of the chain line (E).  
- Thumb on underside of 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



**ADVERTENCIA:** No intente nunca arrancar la motosierra cuando la barra guía esté en un corte.



49B



**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.



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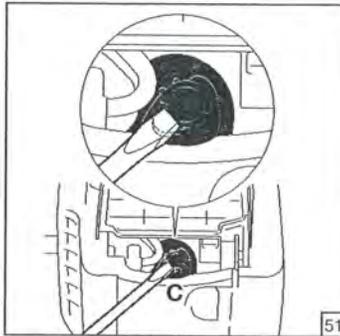
### Arranque difícil (o arranque de un motor ahogado)

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).

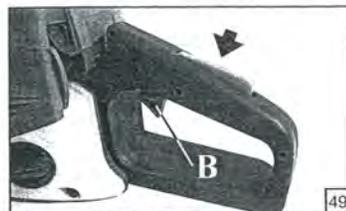
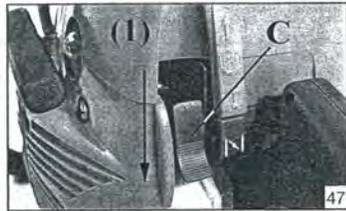
### El motor está ahogado

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.



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**Arranque del motor**

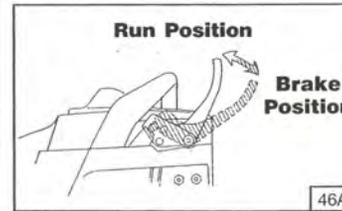
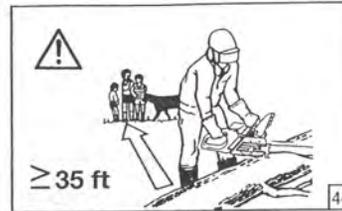
**!** **ADVERTENCIA:** Mantenga el cuerpo a la izquierda de la línea de la cadena. No separe nunca la sierra ni la cadena; tampoco se debe inclinar más allá de la línea de la cadena. El freno de la cadena debe estar accionado al arrancar la motosierra.

- 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.



**Work Area Precautions**

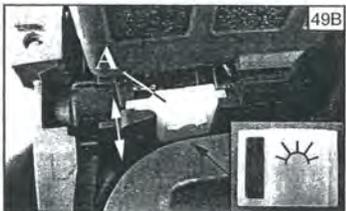
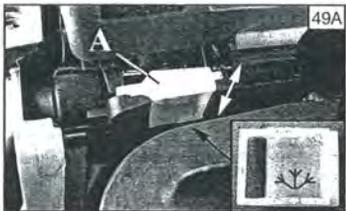
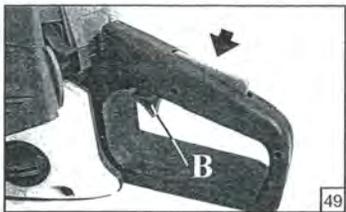
**!** **WARNING:** Cut only wood or materials made from wood. Do not cut metal, plastics, masonry, or non-wood building materials.

- 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 carburetor.

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 tala 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 utilización de la motosierra tiene que ser disponible 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.

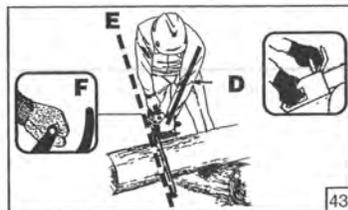
1. Utilice guantes antideslizantes para obtener el máximo agarre y protección.



42

**!** **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.

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.

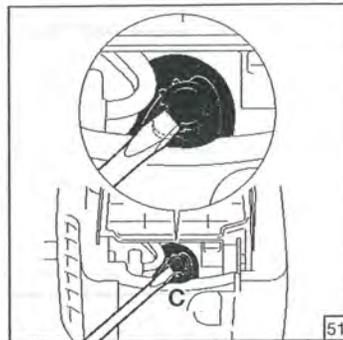
**Difficult Starting (or starting a flooded engine)**

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 switch 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 switch to I, the starting position.
- Set the choke lever to warm start - even if engine is cold.
- Now start the engine.



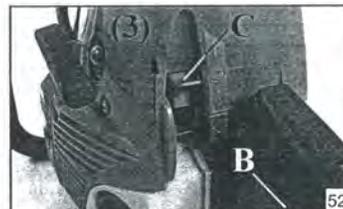
51

**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 **W** / Full Choke, refer to Fig. 52 to stop the engine.



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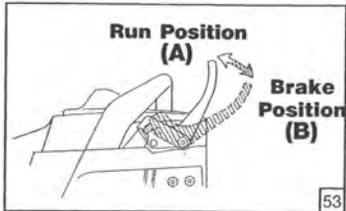
**!** **CAUTION:** The chain contracts as it cools down. If it is not slackened, it could damage the crankshaft and bearings.

**Pre-operation checking**

**!** **WARNING: THE SAW CHAIN SHOULD NEVER TURN AT IDLE.** Turn the idlespeed 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.



52A



### 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

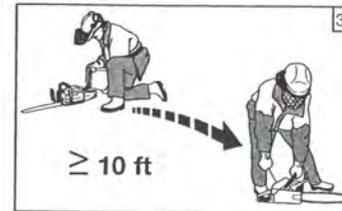
**WARNING:** Do not fell trees during periods of high wind or heavy precipitation.

**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.



### 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)

### Lenado 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 utilización de la motosierra tiene que ser disponible 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.



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**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 válidas 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 desconocidas, utilice una mezcla de aceite y combustible al 4% (1:25).

**PRECAUCIÓN:** NOUTILICEACEITEDEAUTOMOCIÓN NI ACEITE FUERA BORDA DE 2 CICLOS.

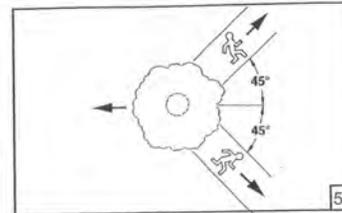
**PRECAUCIÓN:** No utilice nunca combustible con un porcentaje de alcohol superior al 10%; se puede utilizar gasohol con un máximo de 10% de alcohol o combustible E10.

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.

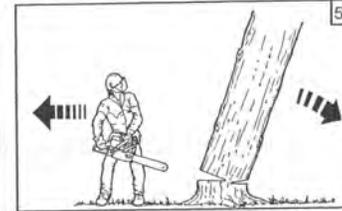
**PRECAUCIÓN:**  
 - Compre el combustible según la cantidad que vaya a consumir; no compre más del que vaya a utilizar en uno o dos meses;  
 - Guarde la gasolina en un contenedor hermético en un lugar fresco y seco.

El uso de gasolina oxigenada puede provocar la aparición de bolsas de vapor con mayor facilidad.

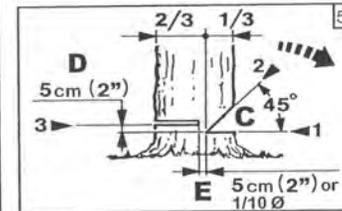
**NOTA:** El aceite de motor de 2 ciclos contiene un estabilizador de combustible y se conservará en perfecto estado durante un máximo de 30 días. NO mezcle cantidades mayores de las que se puedan utilizar en un período de 30 días. Se recomienda utilizar un aceite de 2 ciclos que contenga estabilizador de combustible.



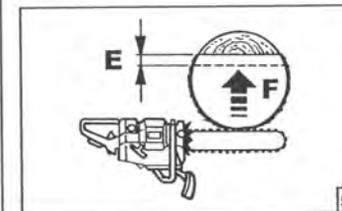
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**ADVERTENCIA:** Periodically glance at the top of the tree during the backcut to assure the tree is going to fall in the desired direction.

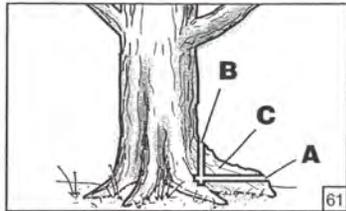
**ADVERTENCIA:** If the tree starts to fall in the wrong direction, or if the saw gets caught or hung up during the fall, LEAVE THE SAW AND SAVE YOURSELF!

- 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.

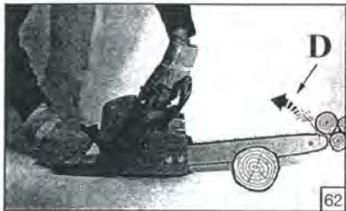
**ADVERTENCIA:** Never cut through to the notch when making a backcut. The hinge controls the fall of the tree, this is the section of wood between the notch and backcut.



**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).

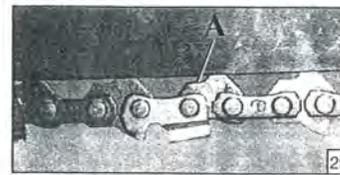
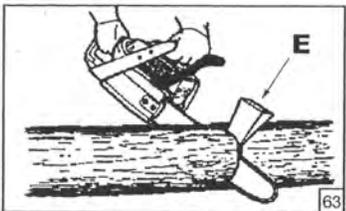
**WARNING:** During bucking operations always stand on the uphill side so that the cut-off section of the log can not roll over you.

**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**

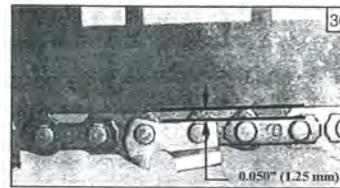
If the wood diameter is large enough for you to insert a soft bucking wedge (E, Fig. 63) without touching the chain, you should use the wedge to hold the cut open to prevent pinching.



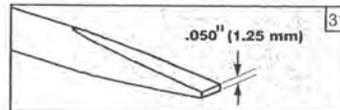
**Tensión de la cadena**

**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.



2. La cadena se deberá tensar de nuevo cuando las partes planas (A) de las lengüetas del eslabón de transmisión colguen más allá de la ranura de la barra. Consulte la Fig. 29.



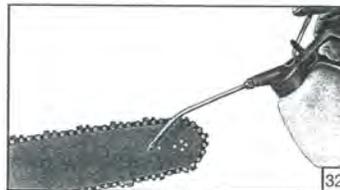
3. Durante el funcionamiento normal de la motosierra, la temperatura de la cadena aumentará. Las lengüetas del eslabón de transmisión de una cadena en caliente correctamente tensada colgarán aproximadamente .050\"/>

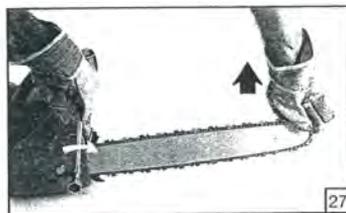
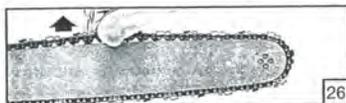
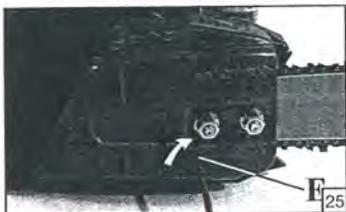
**PRECAUCIÓN:** Si la cadena se tensa en caliente, es posible que esté demasiado tensa al enfriarse. Compruebe la "tensión en frío" antes del siguiente uso.

**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.

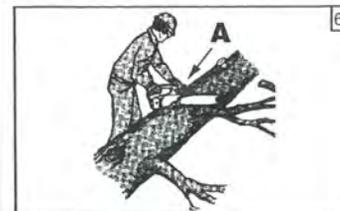
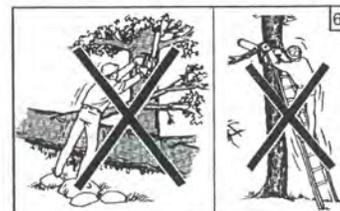
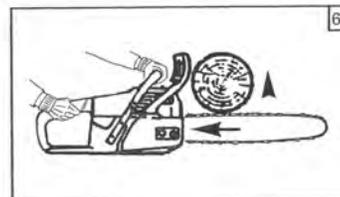
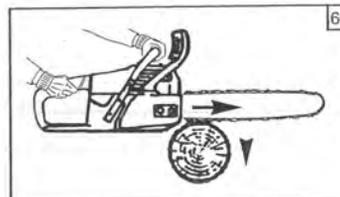
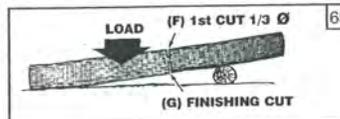
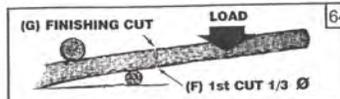
**NOTA:** La cadena no girará si está demasiado tensa. Afloje ligeramente las tuercas de la barra y gire el tornillo de ajuste 1/4 de vuelta en el sentido contrario a las agujas del reloj. Levante la punta de la barra guía y vuelva a apretar las tuercas de la barra.

**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.

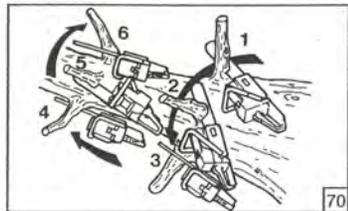
**ADVERTENCIA:** Never turn saw upside down to undercut. The saw cannot be controlled in this position. Always make your first cut on the compression side of the log. The compression side of the log is where the pressure of the log's weight is concentrated.

**Limbing and Pruning**

**ADVERTENCIA:** 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.

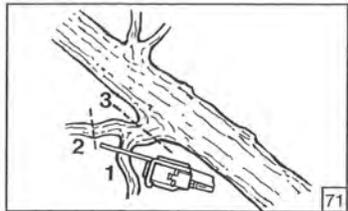
- Work slowly, keeping both hands on the saw with a firm and proper grip. Maintain secure footing and balance (Fig. 68).
- Keep the tree between you and the chain while limbing (A, Fig. 69). Cut from the side of the tree opposite the branch you are cutting.
- Do not cut from a ladder, this is extremely 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.

**ADVERTENCIA:** 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.



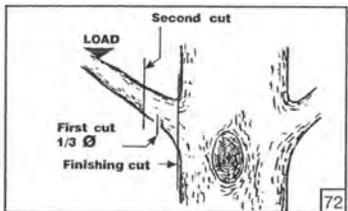
#### Limbing Operation (Fig. 70-71)

- 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)

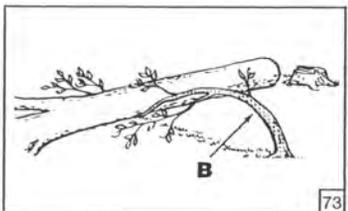
- When pruning trees it is important not to make the flush cut next to the main limb or trunk until you have cut off the limb further out to reduce the weight. This prevents stripping the bark from the main member.
- Underbuck the branch 1/3 through for your first cut, your second cut should overbuck 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.

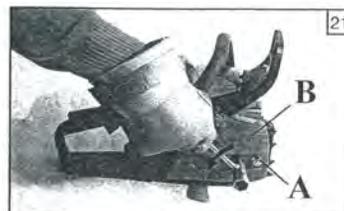


**WARNING:** Springpoles are dangerous and could strike the operator, causing the operator to lose control of the chain saw. This could result in severe or fatal injury to the operator.

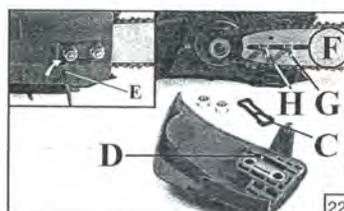


#### Montaje de la barra y la cadena

**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.

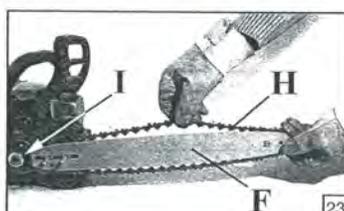
5. La barra guía (F) contiene una ranura que se encaja sobre los espárragos de la barra (G). La barra guía contiene también dos orificios para pasador de tensión de la cadena (H) y dos orificios de lubricación, uno en cada lado. La barra es reversible y cualquiera de los orificios para pasador de tensión 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.

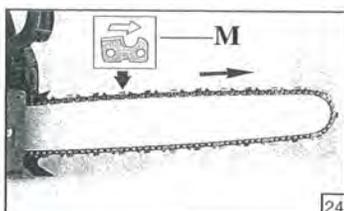
7. Introduzca la punta de la barra guía (F) por el bucle de la cadena (H) como se muestra en la Fig. 23. Los cortadores de la parte superior de la barra guía deben quedar orientados hacia la parte delantera de la barra, en el sentido de giro de la cadena. Consulte el recuadro (M) de la Fig. 24.

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.

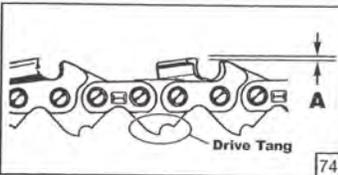


**ADVERTENCIA:** El amortiguador y otras piezas del motor (por ejemplo, las aletas del cilindro y la bujía) se calientan durante el funcionamiento y permanecen calientes algún tiempo después de parar el motor. Para reducir el riesgo de quemaduras, no toque el amortiguador ni otras piezas mientras estén calientes.

**Maintenance Chart**

Please note that the following maintenance 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.

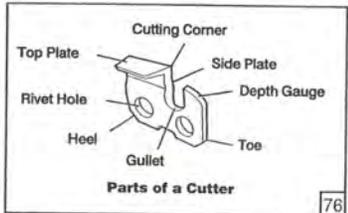
		Before Each Use	After Each Refueling Stop	After Finishing Daily Work	Weekly	Monthly	If Damaged or Faulty	As Required
Complete Machine	Inspect (Leaks, Cracks, and Wear)	X	X					
	Clean			X				
Controls (Ignition Switch, Choke Lever, Throttle Trigger, Trigger Interlock)	Check Operation	X	X					
Chain Brake	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 Muffler)	Inspect (Damage, and Wear)				X			
	Clean or Replace						X	X
All Accessible Screws and Nuts (not Adjusting Screws)	Inspect	X						
	Tighten				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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75



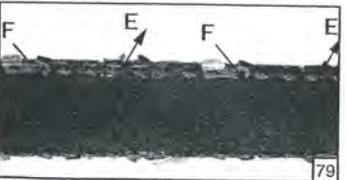
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### Chain Maintenance

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.

### REGLAS DE SEGURIDAD



**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	Cantidad 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.

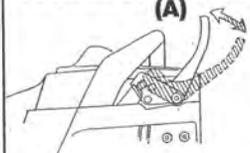
El freno de la cadena se debe limpiar y comprobar diariamente. Limpie el freno de la cadena según se indica en la sección de mantenimiento del freno de la cadena y compruébela como se especifica en la sección de funcionamiento de dicho freno.



**ADVERTENCIA:** Incluso con un mantenimiento adecuado, el funcionamiento correcto del freno de la cadena en el campo no se puede certificar.

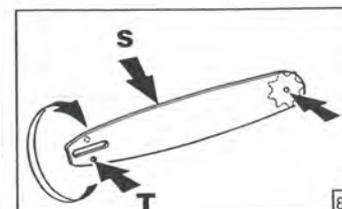
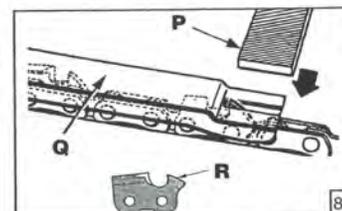
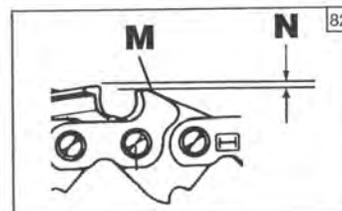
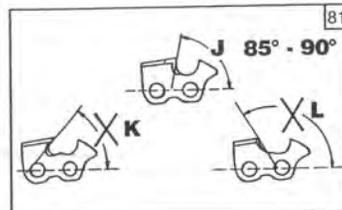
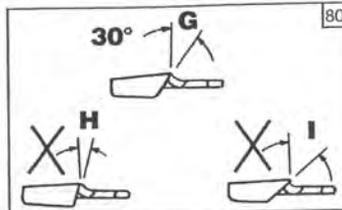
#### Posición de funcionamiento

(A)



Posición de freno (B)

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#### 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

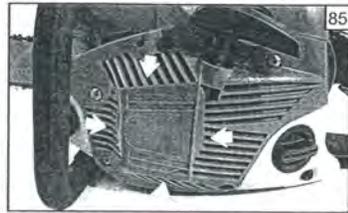
Every day of use, reverse the guide bar on the saw to distribute the wear for maximum bar life (see Fig. 84). The bar should be cleaned every day of use and checked for wear and damage. Feathering or burring of the bar rails is a normal process of bar wear. Such faults should be smoothed with a file 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.

*D. 25 Ta. Modelo shooting*



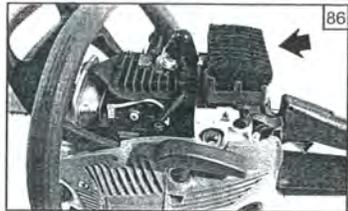
85

### 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.



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**! 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.



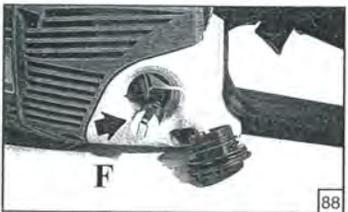
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### Idle Speed Adjustment

- 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.



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### 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.



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**! 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.



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### 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 fuerza 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.**

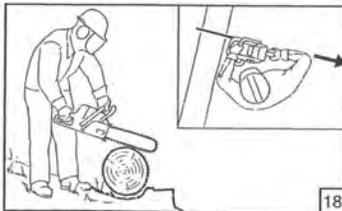
- No permita nunca que la cadena en movimiento entre en contacto con algún objeto en el extremo de la barra guía.
- Mantenga el lugar de trabajo libre de obstrucciones tales como otros árboles, ramas, rocas, vallas, tocones, etc. Elimine o evite las obstrucciones que la cadena pueda golpear mientras 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.
- Extrema 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.



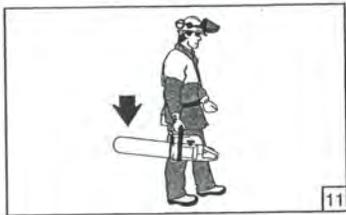
17

### 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.



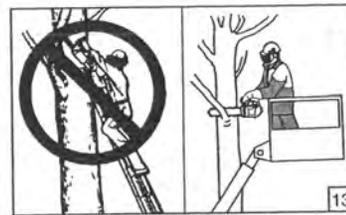
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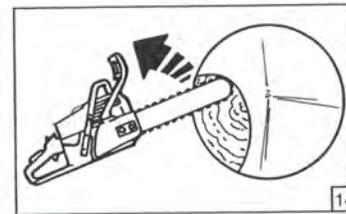
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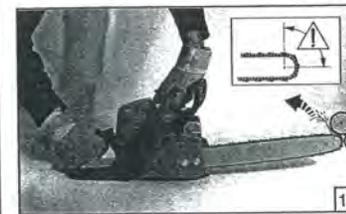
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14



15

- 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 atención a la posibilidad de envenenamiento de monóxido 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.

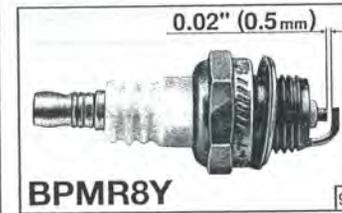
- Se puede producir rebote giratorio cuando la cadena en movimiento entra en contacto con un objeto en el extremo superior de la barra guía. Este contacto puede provocar que la cadena se clave en el objeto, lo cual hace que la cadena se pare durante un instante. El resultado es una reacción de inversión 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.



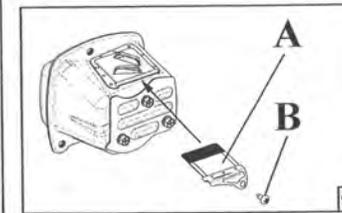
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93

**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**

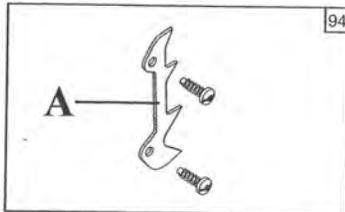
The chainsaw is provided with a Spark Arrester System p.n. 50240109 (Fig. 93) complying with the requirements of SAE J335 standard; you can check the p.n. of the Spark Arrester System on the muffler itself.

**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.

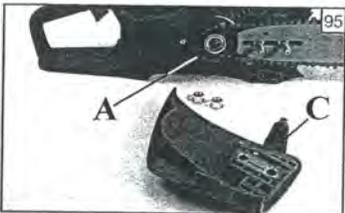


• Reassemble components in reversed order of removal.

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.



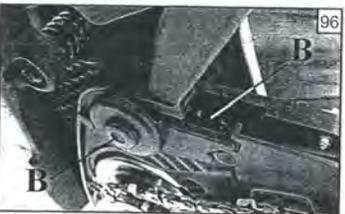
**Muffler**

**! 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**

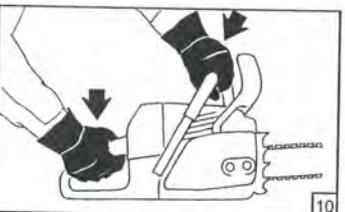
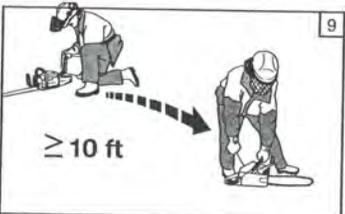
If the chain brake does not work properly, remove the clutch cover and clean the chain brake components. Check for wear on the brake band (A, Fig. 95) and replace if worn or deformed.

**! 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).



**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.

DYNAMIC HAND THERAPY  
Initial Evaluation

Name: Paul Dulberg Date: 12/6/11

Physician: Dr. Talarico Date of injury/onset: 6/28/11

Diagnosis: Ⓡ Forearm laceration of wrist flexor

Mechanism of Injury/Hx of current complaint: Chainsaw to forearm - Neighbor using chainsaw  
Turned around and cut patient's arm

Surgical Hx: Date 6/28/11 Procedure Sutured in ER  
Date \_\_\_\_\_ Procedure \_\_\_\_\_

PMH &/or Hx relevant to injury: WF. Ulnar nerve transection - 4-5 years ago; D/D C7-7

Occupation: Graphic Designer Hand Dominance Ⓡ L

Precautions: \_\_\_\_\_

SUBJECTIVE:

Pain: 1-2 /10 at rest / best 8 /10 with activity / at worst

Details: Pain 9-10 at night - wakes him at night, 1/2 r activity; pain occurs when scar  
Seems adhered to ulnar border of ulna

OBJECTIVE:

Wound/Scar: Healed well; mild hypertrophy noted; mild adherence to muscle hole

See flow sheet for:

Sensation: T2/T3; Hypersensitivity noted in forearm

Range of Motion Limitations noted in Ⓡ Elbow, forearm, & wrist

Edema No sig edema noted today

Strength Limitations noted in Ⓡ Grasp; 3 pt pick

Flexibility: Intrinsic/Extrinsic: Tight extensors and intrinsic

Function/ADL's: Prior level of function: Ⓡ Ⓡ RUF

Current level of function: Difficulty hammering, writing, mousing (work involves typing)  
Turning door handle, pouring coffee, manipulating small objects, bearing weight thru palm

Other Relevant Findings: Ⓡ Wartenberg's sign; ADM: 3/5, ODM: 3/5; FDS-SF: 4/5

FDS RF 4/5 Ⓡ pain

Patient name: Paul Dulberg

Assessment/Therapist impression: pt presents 2 per, Rom deficits, strength deficits, Tiptal extensors, significant deficits during functional activities; Numbness/tingling reported - must be assessed more specifically.

Skilled Therapy needed in order to: Improve ROM, improve pain

Functional Goals:

Short term (x4 weeks)

- 1. (R) wrist extension x 5-5" to (R) pt's ability to bear weight through palm.
- 2. (R) grasp x 3-5# to (R) pt's ability to open containers
- 3. (R) pro x 5" to (R) pt's ability to pour coffee.

Long term

- 1. Maximize functional use of RUE during all ADL's.

Goals discussed with patient?  yes  no Patient informed of diagnosis/prognosis?  yes  no

Rehabilitation potential:  excellent  good  fair  guarded Other \_\_\_\_\_

PLAN:

Modalities MTP, CP, US

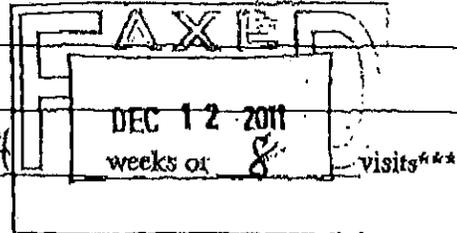
Manual Techniques STM, scar control, eddars, MPR

Therapeutic Exercise/Activities stretching, scar mob, TGE, Nerve gliding, gentle strengthening as tolerated, isolated FDS, desensitization

Splinting \_\_\_\_\_

Other \_\_\_\_\_

\*\*\*Frequency 2 times / week for 4



Additional requests/concerns: \_\_\_\_\_

I certify the need for these services furnished under this care plan date aforementioned above. The above plan is herein established and will be reviewed every 30 days.

Mrs. Shannon Motant  
Therapist Signature date

[Signature] 12/12/11  
Physician Signature date

\*PLEASE FAX BACK AT 847-587-3346

DYNAMIC HAND THERAPY  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Telerico Date: 2/16/12  
Diagnosis: Ⓟ Extensor Laceration of wrist flexor Date of Injury: 6/28/11  
Surgical Hx: Date 6/28/11 Procedure Sutured in ER Start of Care: 12/6/11  
Number of visits to date: \_\_\_\_\_

SUBJECTIVE:

Pain: 2 /10 at rest / best 10 /10 with activity / at worst (see below)

Details: Very specific - upon contracting FDS of SF, nerve pain is elicited 10/10 - lasts a few minutes, then 9-4/10 for approximately one day; Nodule at Scar site elicits nerve pain.  
Function/ADL's: Unable to identify; Mouse on computer has slightly improved.  
Continued difficulties: Holding cup/can in his hand, maintaining a fist; Pt reports that he is using his RUE very little to avoid aggravating the nerve.

OBJECTIVE:

Wound/Scar: Scar hypersensitivity w/ Scar of Carl Wartenberg's sign SF  
See flow sheet for: \_\_\_\_\_

- Edema: \_\_\_\_\_
- Sensation: 6-6.5 (Deep pressure sensation) ulnar hand, Diminished protective sensation over forearm.
- ROM: 1<sup>st</sup> elbow extension, pron/sup, wrist ext and WD noted
- Strength: 1<sup>st</sup> grasp x 12<sup>th</sup> since pre-surgical, decreased pinch noted since initial visit

Treatment summary to date: Focus of ca has been Scar control, desensitization, shaking, place hold, TGE/Isolated FDS, Composite stretching

Assessment/therapist impression: Pt presents r very specific issues - Upon isolating FDS to SF only, a strong neurological reaction is elicited along ulnar nerve this occurs 100% of the time. This is decreasing his strength and overall strength.

Goals: STG's met:  yes  no Rom/pain (grasp) LG's met:  yes  no

- Revised functional goals:
1. TBA
  2. \_\_\_\_\_
  3. \_\_\_\_\_

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: \_\_\_\_\_

PLAN:

Modalities: PT to be placed on hold until he seeks further medical

Exercise: intervention - this issue seems to be caused by one specific  
problem that is not being improved in therapy - this

Splinting: SF FDS appears to be affecting his ulnar nerve

Other: every time it is fixed.

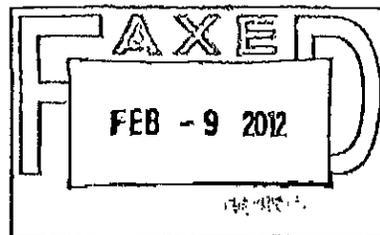
\*\*\*Frequency/Duration: Hold OT - RTMD times/week for \_\_\_\_\_ weeks or \_\_\_\_\_ additional visits\*\*\*

*I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

[Signature] Therapist Signature  
[Signature] Physician's Signature      2/8/12 date

PLEASE FAX BACK TO: 847-587-3346



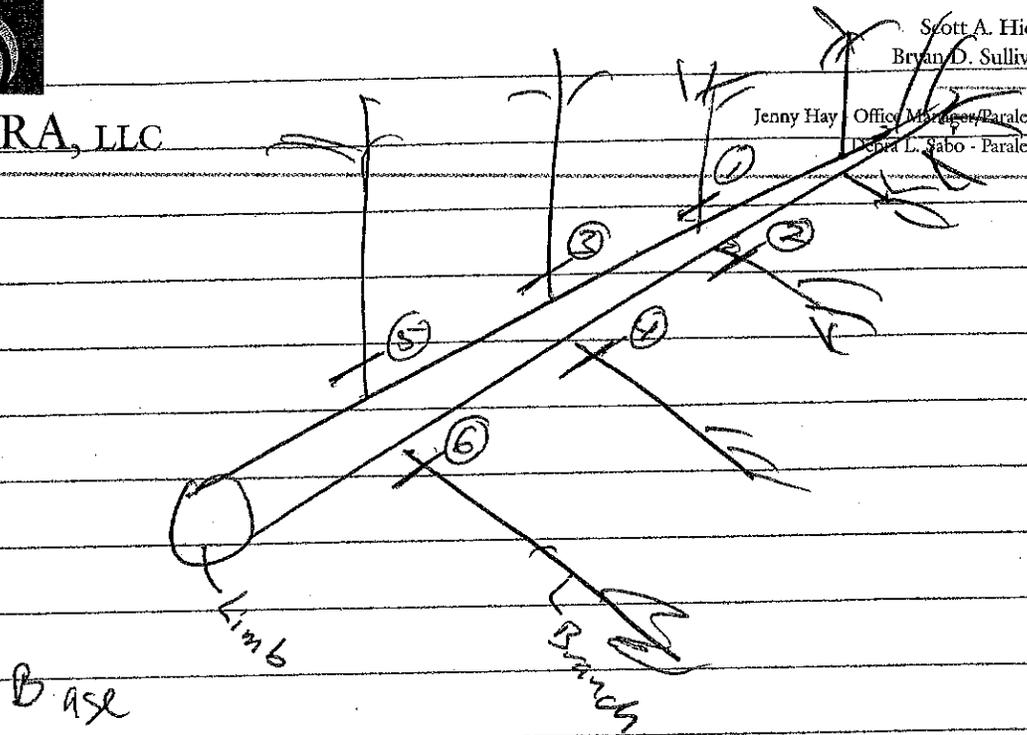


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Jenny Hay - Office Manager/Paralegal  
Debra L. Sabo - Paralegal

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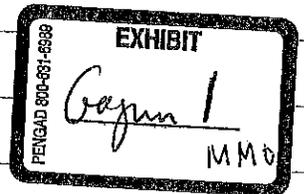
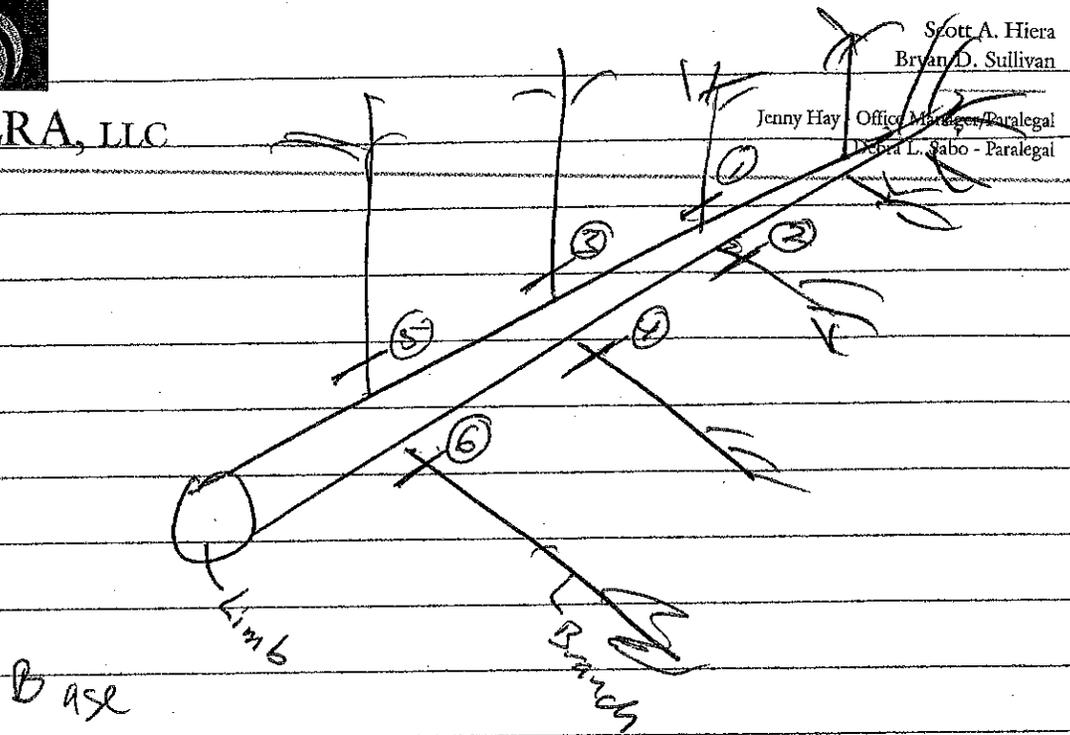


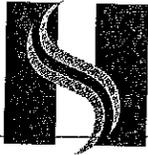
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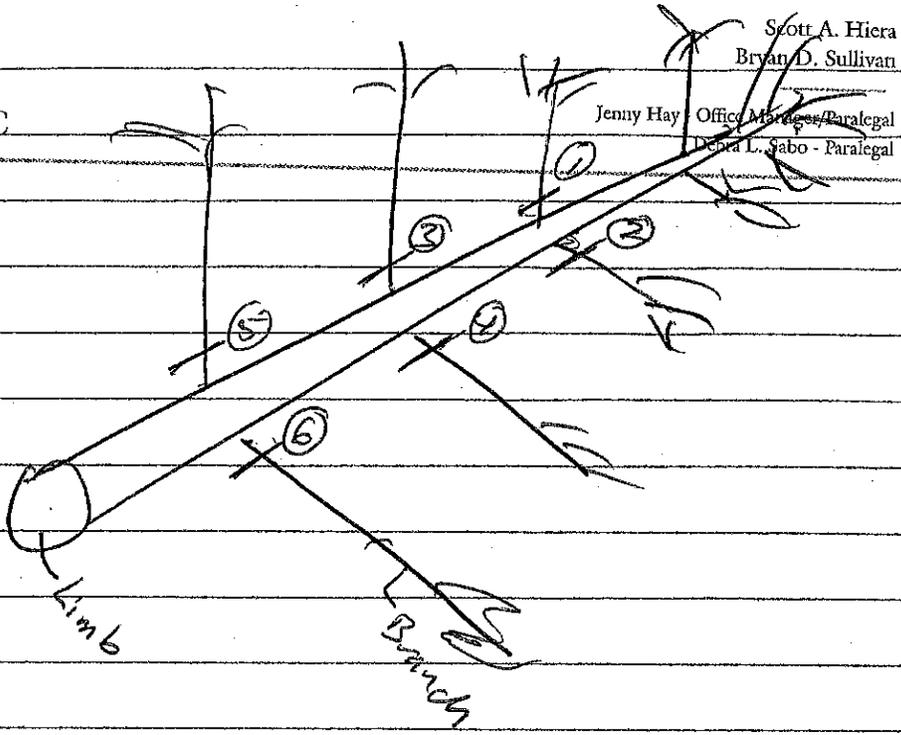


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# MEMORANDUM

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.

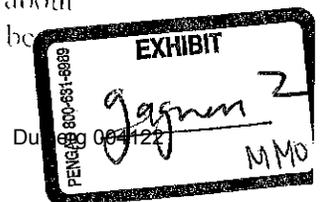
I was turning \_\_\_\_\_ so that the back was going to cut and an easier go at it. Therefore, the branches that came down. I guess I can say "we" without saying "me" opted to stand the branches up and proceeded to cut. We done this many times, basically scalding off the small branches to make in size 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.

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



2. 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 fascia 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.

## INVOICE

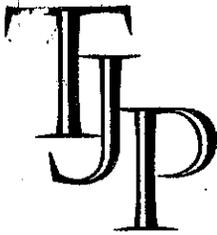
**Expert Witness Records**

Consultation rate =  
Mileage rate =

**Pauli Dulberg v David Gagnon & McGuires**  
\$250.00 per hour  
\$0.575 per mile

Randal Baudin – Plaintiff Lawyer

<u>Date</u>	<u>Description of work</u>	<u>Starting time</u>	<u>Ending time</u>	<u>Elapse time (min)</u>	<u>Daily time summary (hrs)</u>	<u>Consultation fees</u>	<u>Travel mileage</u>	<u>Meals</u>	<u>Expenses</u>	<u>Fees &amp; Expenses</u>	<u>Payments received</u>	<u>Payment owed</u>
12/03/15	Agreed to help on case				0.00							
12/16/15	Retainer received										\$1,000.00	
12/19/15	Reviewed deposition of David Gagnon Part 1	01:43:00 PM	03:04:00 PM	81.00								
	continued	04:39:00 PM	05:34:00 PM	55.00	2.3							
12/21/15	continued	09:34:00 AM	09:50:00 AM	16.00								
	continued	10:08:00 AM	11:19:00 AM	71.00	1.5							
12/22/15	Reviewed deposition of David Gagnon Part 2	03:21:00 PM	04:06:00 PM	45.00	0.8							
12/24/15	continued	12:37:00 PM	01:49:00 PM	72.00								
	continued	02:26:00 PM	03:54:00 PM	88.00	2.7							
01/05/16	Reviewed deposition of Pauli Dulberg	10:00:00 AM	10:07:00 AM	7.00								
	continued	11:07:00 AM	01:44:00 PM	157.00	2.7							
01/06/16	continued	09:45:00 AM	10:45:00 AM	60.00								
	continued	11:23:00 AM	12:53:00 PM	90.00								
	continued	01:06:00 PM	01:20:00 PM	14.00								
	Reviewed Operative report and pictures	01:30:00 PM	02:12:00 PM	42.00	3.4							
01/11/16	Prepare Findings	03:58:00 PM	05:09:00 PM	71.00								
	continued	05:18:00 PM	06:58:00 PM	40.00	1.9							
01/12/16	continued	03:13:00 PM	04:40:00 PM	87.00	1.5							
01/22/16	Preparation for call with Baudin; send Findings	11:16:00 AM	11:43:00 AM	27.00								
	Call with Mr. Baudin	02:09:00 PM	02:15:00 PM	6.00	0.8							
02/09/16	Discussed case with Kelly Baudin	10:00:00 AM	10:10:00 AM	10.00	0.2							
02/10/16	Finalize report of findings and send to Baudin	11:00:00 AM	12:02:00 PM	62.00								
	continued	02:17:00 PM	03:16:00 PM	59.00	2.0							
Total to date						19.3	\$4,833.33		\$0.00	\$4,833.33	\$1,000.00	
<b>Fees &amp; Expenses less Payment Received</b>												<b>\$3,833.33</b>



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](http://www.popovichlaw.com)

FAKED

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  
Dulberg, 004125  
WAUKEGAN, IL 60085

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

Destination	Type	Mode	Start Time	Time	Page Note	Result	Details
18152883068	FAX	Fine	01/07 04:01pm	00'19"	1	# 0 K	



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

3416 W. ELM STREET  
 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  
 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

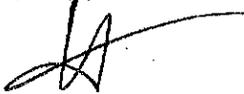
RE: *Bankruptcy Estate of Paul Dulberg, Case No. 14-82297*

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Very truly yours,



HANS A. MAST

smq

Order: GUEST  
11: Law Offices T Popovich TTI Number: 1-815-344-5280

Destination	Type	Mode	Start Time	Time	Page	Note	Result	Details
152267701	FAX	Fine	02/04 10:11am	01'20"	2		* 0 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.

## 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) <b>Law Offices of Thomas J. Popovich, P.C.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>3416 W. Elm Street</b>		Requester's name and address (optional)
City, state, and ZIP code <b>McHenry, IL 60050</b>		
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.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

**Employer identification number**

3	6	-	4	2	7	5	0	8	5
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Thomas J. Popovich</i>	Date ▶ <i>2-4-14</i>
------------------	--	----------------------

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

# *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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\*\*\*\*\*

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*Dulberg***LIEN****EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC****ATTORNEYS AT LAW**

COMMENCE TOWERS, SUITE 100

P.O. Box 447

219 E. FIRST STREET

DIXON, IL 61021

TELEPHONE: (815) 288-4949

FACSIMILE: (815) 288-3068

E-MAIL: [HEEQ@eqbic.com](mailto:HEEQ@eqbic.com)Rolf F. EHRMANN  
1949 - 2011WARREN H. BADGER  
1911-2005

GARY R. GEHLBACH

DAVID W. BADGER

DOUGLAS E. LEE

ALSO ADMITTED IN VIRGINIA &  
THE DISTRICT OF COLUMBIA

DANA M. CONSIDINE

MEGAN G. HEEQ

DARLA A. FOULKER

SARWAT B. HANIF

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 23<sup>rd</sup>. 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

Thomas J. Popovich, P.C.

2

February 16, 2015

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*  
 Megan G. Heeg

MGH/kme

# 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 6, 2015  
**To:** Thomas J. Popovich, Esq.  
**Fax:** 815-344-5280  
**Re:** Dulberg  
**Sender:** Megan G. Heeg, Esq./kme

*add to service list*

090129  
*Barlett*  
*"Justice"*

**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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## Findings

Mr. Dulberg was cut on the forearm (bottom) by a chainsaw while helping Mr. Gagnon limb a pine tree on the property of Mr. Gagnon's parents – Bill and Carol McGuire. While power tools such as this chainsaw make work more efficient, they carry hazards such as experienced in this incidence. Manufacturers and retailers of power equipment go to great lengths to reduce the dangers associated with such equipment through training and warnings listed in owners manuals. The chainsaw in this incident appears from a photograph to be a EFCO MT3500 purchased by the McGuires close to the date of the incident and probably was a new saw and probably equipped with an owners manual. Depositions from both Mr. Gagnon and Mr. Dulberg indicated that they received no chainsaw training. Therefore, the owners manual and their experience were the primary sources of instructions for the safe use of the saw.

Mr. Gagnon was the only operator of the saw and, therefore, was responsible for its use. While the saw was appropriate for the tasks involved, there are safe and unsafe activities that could have taken place. The owners manual shows 2 bar lengths for this saw – 14 and 16 inches. It appears that the McGuires chose the 16 inch bar. For the work involved, the shorter bars would have been safer. It appears that Mr. Gagnon performed some unsafe acts which lead to Mr. Dulberg being cut. Mr. and Mrs. McGuire who owned the saw apparently did not heed the warnings posted on page 2 of the owners manual which states “Allow persons only who understand this manual to operate your chainsaw.”

Cuts with chainsaws cause more damage than those caused by power or hand tools having a thinner blade such as that of a table saw. Chainsaws are designed to take out a “kerf” of about ¼ -inch, so if someone is cut, the sides of the cut are separated by this gap (or kerf) removing a chunk of meat.

From the depositions, there is no mention of safety apparel – hard hat with ear and eye protection, safety chaps or pants nor safety gloves. (See page 7 of the owners manual for proper safety apparel.)

Mr. Gagnon and the McGuire's goal was to remove a tall pine tree (40 – 50 feet in height) in their yard without damaging their buildings. From depositions, Mr. Gagnon chose to delimb this tree as it stood in a vertical position. According to Mr. Dulberg, Mr. Gagnon did this by climbing and cutting off limbs as he climbed the tree using limb stubs as a ladder where he placed his feet. In the owners manual on page 9, it tells to never cut limbs from a ladder or a tree and always cut from a firm foundation or platform. Not having seen the exact circumstances, it cannot be stated unequivocally, but my recommendations would have been to fell the tree first before trying to remove any limbs higher than could be reached safely from the ground. Once the tree has been felled on the ground the secondary limbs could have been removed while the primary limbs were still attached to the main bole. Bucking the primary limbs into firewood lengths could also be done in a safer fashion with them attached to the bole. Doing the work in this fashion would have eliminated the conditions of where Mr. Dulberg was cut. From Mr. Gagnon's deposition, there was room to fell the pine tree with its described height.

The EFCO MT3500 has a number of features designed to operate it safely. The handle where the accelerator trigger is located has a throttle trigger lockout device that must be depressed before the engine can accelerate which means that Mr. Gagnon had a tight control on the trigger handle when the saw accelerated before cutting Mr. Dulberg.

Next, there was no mention of the chain brake being used. The MT3500 has a lever mounted just

forward of the front handle. This lever serves to stop and lock the cutting chain movement when pushed forward; when in the rear position, the chain travels freely on the bar. On page 8 of the owners manual, it is recommended that the chain brake be set whenever the operator moves and the bar should be facing to the rear of the direction of travel. This applies directly to this incident. If Mr. Gagnon had set his chain brake and put the bar in a rearward position as he finished cutting the last secondary limb, Mr. Dulberg would not have been cut.

Next, the MT3500 comes with a saw chain designed to reduce kickback. Kickback is a violent upward action of a chainsaw bar when the chain on the upper quadrant of the bar's tip comes in contact with an object. While this chain does not completely eliminate kickback, it helps. It is assumed here that the chain supplied by the manufacturer had not been replaced.

Page 7 of the owners manual recommends that other people be kept at least 35 feet from someone operating a chainsaw. This is because the chainsaw operator should be focusing his attention on his task, not bystanders. Chainsaws are noisy and anyone around them should be wearing ear protection. It is recommended that bright clothing be worn by all bystanders to help operators see people who might inadvertently move into the danger zones. The operator is the person in control of his saw and responsible for whatever results from his cutting. When trees are being felled bystanders should be 2 tree heights away from the chainsaw operator. If this rule had been followed, Mr. Dulberg would not have been cut.

Page 7 of the owners manual has some additional recommendations that might apply to this incident. Cutting with chainsaws is fatiguing even for professional sawyers who use their saws everyday. For the occasional operator, chainsaw work can be very exhaustive. In this incident, Mr. Gagnon not only used a chainsaw which he was not accustomed to using one, but he also climbed a tree and delimited it as he climbed. By the time Mr. Gagnon stop limbing and started removing secondary limbs from the primary limbs, he must have been very fatigued even with frequent breaks as described by Mr. Dulberg. The warning of the owners manual not to cut when fatigued is very important in that fatigue impairs judgment, reduces response time and probably impairs reflexive actions. Simply put, we make mistakes when we are tired.

Another occurrence of this incident may have been a loose chain. New saw chains stretch when first used. This saw was probably new; this may have been its first application. The owners manual discussed how to tension the chain on page 17 and describes proper break-in of the chain. The chain should have been tightened after the engine had become warm and later after some use. A loose chain might jump off the bar. Pertinent to this incident was that a loose chain will not decelerate as fast as a properly tightened one. Without the chain brake engaged, the chain continues to travel along the bar until it naturally comes to a stop. Mr. Dulberg said he tried to move away from the saw chain but could not escape its travel path. With a properly tensioned chain, it may have stopped before contacting his arm.

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

**FAXED**

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. )

**FOURTH AMENDED NOTICE OF DISCOVERY DEPOSITION**

TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114  
Fax: 815/226-7701

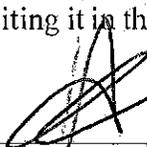
Perry Accardo  
Law Office of M. Gerard Gregoire  
200 N. LaSalle Street, Suite 2650  
Chicago, IL 60601-1092  
Fax: 312/558-9357

**YOU ARE HEREBY NOTIFIED** that on **FEBRUARY 4, 2013**, at **1:00 p.m.** we shall for the purpose of discovery, take the deposition of **DAVID GAGNON** at the **LAW OFFICES OF SCOTT A. HIERA, 3421 W. ELM STREET, MCHENRY, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

**CERTIFICATE OF SERVICE**

I certify that I served this Notice via facsimile and by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on January 25, 2013 with proper postage prepaid.

  
\_\_\_\_\_  
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 No. 6203684

**\*\* Transmit Conf. Report \*\***

P.1  
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Jan 25 2013 03:22pm

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
18152267701	Normal	25:03:21pm	0'31"	1	* O K	Brdcast
13125589357	Normal	25:03:22pm	0'18"	1	# O K	Brdcast

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.	)	

**FOURTH AMENDED NOTICE OF DISCOVERY DEPOSITION**

<b>TO:</b> Ronald A. Barch	Perry Accardo
Cicero, France, Barch & Alexander, PC	Law Office of M. Gerard Gregoire
6323 E. Riverside Blvd.	200 N. LaSalle Street, Suite 2650
Rockford, IL 61114	Chicago, IL 60601-1092
Fax: 815/226-7701	Fax: 312/558-9357

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I certify that I served this Notice via facsimile and by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on January 25, 2013 with proper postage prepaid.

\_\_\_\_\_  
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 No. 6203684

SAMUEL DULBERG, PAUL Dulberg/4th Notice of Def Gagnon's dep 1-2513.wpd

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

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

2545

7/22/2015

PAY TO THE  
ORDER OF

PAUL DULBERG

\$ \*\*3,333.34

Three Thousand Three Hundred Thirty-Three and 34/100

DOLLARS

PAUL DULBERG



MEMO

Full and final settlement of all claims vs the McGuires

⑈002545⑈ ⑆27⑆07080⑆⑆80067539⑆⑈

BRAD J. BALKE, P.C. / IOLTA ACCOUNT

2545

PAUL DULBERG  
606 · CLIENT SETTLEMENT EXPENSE

7/22/2015

3,333.34

Client Iolta Trust Account Full and final settlement of all claims vs the McGuires

3,333.34

BRAD J. BALKE, P.C. / IOLTA ACCOUNT

2545

PAUL DULBERG  
606 · CLIENT SETTLEMENT EXPENSE

7/22/2015

3,333.34

Client Iolta Trust Account Full and final settlement of all claims vs the McGuires

3,333.34

**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 12 LA 178

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.



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

Prepared by Hans A. Mast

Attorney for Plaintiff

Attorney for Plaintiff

Address 3416 W. Elm Street

Attorney Registration No. 06203684

City, State Zip McHenry, IL 60050

Telephone 815-344-3797

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.

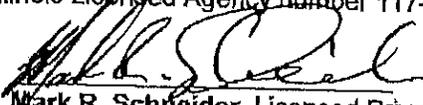
Said service was effected at 39010 90th Pl, Powers Lake, WI 53159 David Gagnon's last and usual abode.

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.

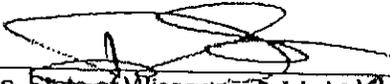
An additional copy of the within Summons Together With A Copy Of The Complaint In This Action was mailed to David Gagnon at the within service address (first class, postage prepaid).

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  
My Commission Expires :

Our Job Serial Number: 59137



## 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 22<sup>nd</sup> 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.

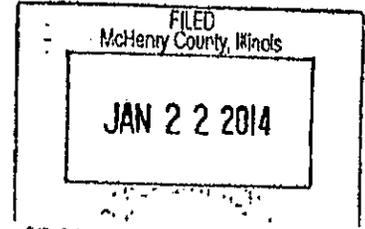
Dated this \_\_\_\_\_ day of January, 2014.

\_\_\_\_\_  
Notary Public

ORD

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	



**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:

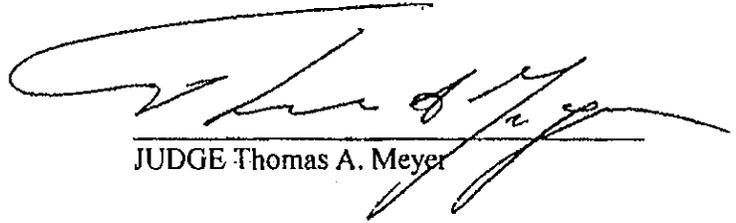
1. That settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire (improperly named Caroline) constitutes a fair and reasonable and good faith settlement within the meaning of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 0.01 et seq.

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

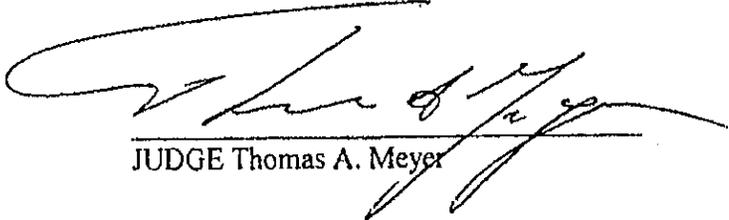
Prepared by:  
Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 East Riverside Blvd.  
Rockford, IL 61114  
815/226-7700



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

Account Inquiry

**Hand Surgery Associates SC**

515 W Algonquin Road Arlington Heights IL 60005  
Tel: (847) 956-0099 Fax: (847) 956-0433

ACCOUNT INQUIRY

12/06/2016 2:35 PM (CST)

Account# 80330

Guarantor Information:

Paul Dulberg  
4606 Hayden Ct  
McHenry, IL 60051

Home Tel#: (847) 497-4250  
Work Tel#:

Patient Information:  
Patient# 80330

Paul Dulberg  
4606 Hayden Ct  
McHenry, IL 60051

Home Tel#: (847) 497-4250  
Work Tel#:

Payor	Current	31-60 Days	61-90 Days	Over 90	Balance
Self	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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:	\$0.00

Service Date	Voucher#	Provider	Chg Amt	Pmts/Adjs	Balance	Payor	Coverage Type	Billed Date	Age	Patient
02/27/2012	706060	SDS	\$200.00	\$200.00	\$0.00	Self-Pay		05/09/2012	0	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		022712HSAKGM01	Updated	03/06/2012	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		706060	Self-Pay	05/09/2012	

Dates of Service	Procedure	Mods	Description	Diag1	Description	TOS	Units	Fee Amt	Pmts/Adjs	Amt Due
02/27/2012	99203		Office Outpt New 30 Min	782.0	Symp disturbance of skin sensation	MEDICAL	1.00	\$200.00	\$200.00	\$0.00

Diag2	Description	Diag3	Description	Diag4	Description
354.2	Lesion, ulnar nerve				

Payment Date	Reference	Coverage Type	Insurance	Transaction	Pmt Amt	Transfer To	Trsf Amt	Batch#	Status	Date Updated	Void Batch#	Date Voided	Voided By
02/29/2012	RECEIPT #11992		Self-Pay	Self Pay Credit Card Payment	\$200.00			022912HSAKGM06	Updated	03/06/2012			

**HS** Hand Surgery Associates, SC.  
**SA** Hand • Shoulder • Elbow • Wrist

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

# Fax

To: Kelly

Fax: 312-800-7494 Date: 12/6/16

Phone: Pages: 3 (including cover)

From: Faith Lake, Legal Assistant, Ext: 155

Re: Dulberg Case

Urgent  For Review  As Requested  Please Reply / Comment  Please Recycle

• Comments



**ILLINOIS  
BONE & JOINT  
INSTITUTE®**

Move better. Live better.

October 4, 2016

Perry Accardo  
Law Office of Steven A. Lihosit  
200 North LaSalle Street, Suite 2550  
Chicago, IL

**RE:** DULBERG, PAUL  
**DOB:** 03/19/1970  
**Case/File No.:** 0245281968.1 SKO  
**Location:** Illinois Bone and Joint Institute, LLC  
**Patient ID:** P1510776

Dear Mr. Accardo:

I was asked to perform an independent medical evaluation on Mr. Dulberg on October 4, 2016. This examination took place in my office in Glenview, Illinois.

As part of this independent medical evaluation, Mr. Dulberg's identifying documentation was obtained, xeroxed, and placed into the medical records. The information from these documents appeared to corroborate with his appropriate information.

I explained to Mr. Dulberg, with his mother Barbara as well as his attorney Randy present, the purpose of the independent medical evaluation as well as the fact that no patient-physician relationship was established with him during today's visit. Additionally, I explained to them that no treatment, outcomes or diagnoses would be discussed with him during this evaluation.

All opinions expressed in this report are made to a reasonable degree of medical and surgical certainty as a board certified orthopedic surgeon with a certificate of added qualification in hand and upper extremity surgery.

I spent 65 minutes with Mr. Dulberg in face-to-face time today obtaining a history and performing a physical examination.

**HISTORY:**

Mr. Dulberg is a 46-year-old right-hand dominant gentleman who previously worked in graphic design who is here for evaluation of his right upper extremity. He states that he had no symptoms referable to his right upper extremity prior to an injury that occurred in June 2011. He states he is not sure of the exact date, but on the date in question he was holding a tree branch at his neighbor's house to help David, his neighbor's son, cut the tree branch with a chainsaw. He stated he was holding a pine tree branch, which was a few inches thick, still attached to the tree and while David was cutting the branch, he inadvertently cut Mr. Dulberg's right forearm. Mr. Dulberg went to NIMC ER where the wound was irrigated and sutured. He had radiographs there which showed no fractures. He followed-up with his primary care physician, Dr. Sek, who removed the sutures two weeks later. Mr. Dulberg noticed

RE: DULBERG, PAUL

MRN: P1510776

DOB: 03/19/1970

DOS: 10/04/2016

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significant pain in his forearm after the injury. Due to persistent symptoms, Dr. Sek referred him to see Dr. Levin, who Mr. Dulberg states is a neurologist, who performed a nerve conduction study and Mr. Dulberg was told the study was normal he had no nerve injury, but was told that the superficial branches of the nerves were severed. Due to ongoing significant pain, he was referred to a hand specialist. He initially saw a hand specialist, although he is not sure of the name but per the medical records that I reviewed was Dr. Talerico, who referred him for occupational therapy. He states that he performed occupational therapy for multiple months which provided him with no benefit. He states that he was still having significant problems with his right forearm and hand and so he returned to see Dr. Levin. Dr. Levin referred him for a second opinion to see Dr. Sagerman in 2012, although he is not sure of the date. Dr. Sagerman prescribed more occupational therapy, which he states was "somewhat helpful". Dr. Sagerman also repeated the nerve studies as he stated the initial nerve study was not complete. Mr. Dulberg does not remember the date of the repeat nerve studies. Subsequently, he followed-up with Sagerman but is not sure of the results of this nerve study, but thereafter Dr. Sagerman suggested exploring the nerve. He wanted to think about this and returned a month later after discussing this with Dr. Sek and elected to undergo surgery. He underwent surgery by Dr. Sagerman in June or July 2012 whereby he states he underwent a cubital tunnel release, and was told that the "nerve was okay." He also underwent exploration of the ulnar nerve in the forearm and tells me that Dr. Sagerman told him "this was the most scarred tissue, I have ever seen." (This is interesting as the MRI was normal and the operative report states that no scar was noted around the nerve and the muscle belly that covers the nerve was pristine only with sutures in the fascia covering the muscle). He was then enrolled in more occupational therapy, which he did for another two months. He states that this helped his forearm temporarily. He followed up with Dr. Sagerman and ultimately plateaued. His complaint at that point as well as prior to the surgery was numbness and tingling in his fourth and fifth finger as well as pain and spasms in his left forearm. Due to a plateau in his improvement after surgery, Dr. Sagerman referred him to Dr. Kujawa. Mr. Dulberg states that he was referred for "cramping" and "spasms of the muscles in the forearm." Dr. Kujawa has treated him from after this surgery until the present time. Mr. Dulberg states that Dr. Kujawa tied injecting Botox in the muscles of the forearm twice. The first time he states it provided him with no benefit and the second time he states that the muscles in his forearm got significantly weaker, which he states Dr. Kujawa confirmed that the Botox was in the correct area; however, besides having temporary weakness in the arm, did not change the cramps and spasms that he was complaining of at that time. He states that both Botox injections were performed within a year of his surgery. He has continued to follow up with Dr. Kujawa who started him on Gabapentin. He states that the Gabapentin has helped the smaller and minor cramps, spasms and pain in his forearm; however, the larger and more significant cramps and spasms in the forearm have not been affected by the Gabapentin. He sees Dr. Kujawa every six months. He did follow up to see Dr. Sagerman for left lateral epicondylitis in 2012, who performed a cortisone injection into the elbow, which cured this problem. Of note, Mr. Dulberg had previously seen Dr. Sagerman in early 2000 for "pain in the left elbow" as well as "numbness and tingling in the fingers." He underwent a cubital tunnel release on the left at that time, which helped tremendously. He currently has no similar symptoms in the left upper extremity

I asked Mr. Dulberg about a motor vehicle accident in early 2000 in which he was involved. He states he sustained a whiplash injury and he hit his left elbow against the inside of the car and developed pain in the left elbow and numbness in the fingers. He was diagnosed with left cubital tunnel syndrome. He had nerve studies and a year later underwent a cubital tunnel release. He was also diagnosed with degenerative disk disease in his cervical spine after the motor vehicle accident affecting him from C3 to C7. He takes occasional Naproxen for his neck, which he states helps somewhat. He is not sure whether the Naproxen really helps his right arm.

RE: DULBERG, PAUL  
MRN: P1510776  
DOB: 03/19/1970  
DOS: 10/04/2016  
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Mr. Dulberg states that he is currently able to drive, although he has to drive with his right hand at the 6 o'clock position as when he holds the steering wheel at the 10 or 12 o'clock position, he develops spasms in his forearm. He states any vibration causes spasming in his right forearm.

#### CURRENT COMPLAINTS WITH REGARDS TO THE RIGHT UPPER EXTREMITY:

I asked Mr. Dulberg to list all complaints referable to his right arm:

Mr. Dulberg's primary complaint is that he describes "cramps" in the forearm. He states the cramps happen at least 12 times a day. He states they frequently happen with no activities. He states the cramps last a few seconds to a few minutes. Thereafter, he notices that the fingers are weak and he frequently drops objects due to the cramps. He does not describe any finger spasms. He states that activities exacerbate the frequency and severity of the cramps "a lot." He occasionally wakes up with these symptoms at night, which he states is maybe once a week. He states the cramping is his biggest problem subsequent to the injury. He states the cramps began within six months of the injury. He states he had "a lot going on at that time" and he had to figure out what was causing his problem. When asked specifically, Mr. Dulberg states that the acute pain that he had in the forearm immediately after the injury is gone.

Mr. Dulberg's second complaint with the right arm is that he has occasional tingling in the fifth finger. It bothers him once or when he develops these symptoms they last for a few seconds. It does not wake him

He also describes burning in the right arm and is unpredictable, similar to the tingling in the small finger. When the palm begins to burn. The duration of the palmar symptoms are 1-2 minutes.

He rates his pain currently as 0/10, but the pain from the cramps lasts a few seconds. He rates the cramping as a 7-10/10.

*holds  
can  
can't*

#### OCCUPATION HISTORY:

Mr. Dulberg states that he has worked as a graphic designer since he was 16 years old. Subsequent to his right forearm injury, he states that he was unable to work. He tried returning to graphic design 2 months after the injury, but states that he could not type because he would develop the forearm cramps. He states any activity whether it be typing or mousing for any period of time whether it be minutes or hours, would increase his symptoms. He has no symptoms when he drives as he has modified where he grasps the steering column.

#### HOBBIES:

Mr. Dulberg states that he previously would fish, drive motorcycles and ATVs, canoe, camp and bicycle. He states he cannot do any of these activities as his right forearm cramps. He tried bicycling after the surgery, but he could not hold onto the handlebars without cramping. His new hobby includes maintaining a home fish aquarium. He states he is able to change the water without difficulty but his friend Mike helps him with the maintenance.

#### PAST MEDICAL AND SURGICAL HISTORY:

Mr. Dulberg states that he has no medical problems. He states he has no history of diabetes or thyroid

RE: DULBERG, PAUL

MRN: P1510776

DOB: 03/19/1970

DOS: 10/04/2016

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disorder. He has no history of arthritis or inflammatory arthropathy; specifically, no history of rheumatoid arthritis, gout, pseudogout, psoriasis, or colitis. He has no history of fibromyalgia. He states that he was diagnosed with anxiety and depression a year after the accident, but takes no medication for this. He does not see a psychologist.

Mr. Dulberg's only medication is Gabapentin.

Mr. Dulberg's surgeries include the right forearm wound closure in the emergency room after his right forearm chainsaw injury as well as the subsequent cubital tunnel release and ulnar nerve exploration in the right forearm. He also had a left cubital tunnel release with anterior transposition of the nerve in early 2000s.

Mr. Dulberg denies drug allergies. He has never had a bone density study and he does not have sleep apnea.

**SOCIAL HISTORY:**

Mr. Dulberg smokes currently 10 cigarettes a day, but previously a pack a day, since he was 18 years old. He does not consume alcohol.

**PHYSICAL EXAMINATION:**

On examination today, Mr. Dulberg is noted to be 5 feet 8 inches tall, weighing 165 pounds. He is in no distress today and has normal affect. He is alert and oriented. He is afebrile. He demonstrates no suspicious pain behavioral characteristics.

With regards to his right upper extremity, he is able to remove his sweater, albeit mostly using his left arm. After the examination when he put his sweater on, he was able to pull out the sleeves using his right hand, manipulating the sweater and sleeves using his right hand normally. He holds the hand in a normal position, although the small finger is in a constantly abducted position. On inspecting of his right forearm and hand, he does have a transverse laceration in the mid forearm measuring 6 cm. The incision is healed and is stable and supple. He also has a longitudinal incision, from his surgery, over the ulnar forearm, which measures 6 cm long. This incision is healed, stable, supple and asymptomatic. He also has an incision posterior to the medial epicondyle measuring 5.5 cm, which is healed, stable, supple and asymptomatic.

With regards to his right hand, as mentioned, he holds the small finger in an abducted position. I can passively adduct the finger to sit adjacent to the fourth finger, but he cannot actively maintain this position of the small finger. He flexes the thumb normally and extends it normally. He actively flexes the index, middle and ring finger to the palm, but with active composite flexion, he lacks about 3 cm of tip to palm distance of the small finger. His hand shakes when he flexes the fingers. Am able to passively flex his small finger to his palm, which he is then able to maintain in this position, which is concerning for symptom magnification as this implies subjective voluntary manipulation. He expresses that pain does not limit his inability to flex the small finger. After performing repetitive active and passive flexion and extension motions of all fingers, he was then able to flex his small finger to his palm with 5/5 strength with no pain. He extends all fingers to neutral with robust extensor tone in the MP, PIP, and DIP joints of all digits including the thumb. He has no evidence of flexor or extensor tenosynovitis of his fingers. He has no triggering or locking of the digits. He has no trophic changes. His hair and nail growth is normal in all digits. Subjectively, he states that he is numb in the small finger and half the ring finger to touch.

RE: DULBERG, PAUL

MRN: P1510776

DOB: 03/19/1970

DOS: 10/04/2016

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With regards to his right wrist, he extends his wrist normally to 60 degrees with 5/5 strength and flexes to 55 degrees with 5/5 strength, but complains of some forearm discomfort diffusely but not localized to any specific aspect of his forearm. His wrist motion parameters are symmetric. He has no pain with radial and ulnar deviation of the wrist. His passive forearm rotation is to 90 degrees of pronation and supination respectively without pain or crepitus and he actively pronates to 90 degrees with 5/5 strength without pain and actively supinates to 90 degrees with 5/5 strength with pain around the laceration over the mid medial forearm; again concerning for non-organic pathology as his supinator muscle is on the radial side (opposite to where he has pain) of his proximal forearm and he had no pain with passive pronation or supination. He has no intercarpal laxity on stress testing. He has no pain over the basilar joint of his thumb, with a negative grind and distraction test. He has a negative Finkelstein test. He has no instability of the first CMC joint. His ulna is stable and reduced. He has no ulnar-sided wrist pain. He is not tender over the radiocarpal or ulnocarpal joint.

With regards to his forearm, as mentioned, he has 2 incisions over the mid forearm, one transverse and one longitudinal as described above. The incisions are all healed and asymptomatic. He has no induration or tethering of the skin over the muscles at the site of the laceration or incision. His muscle bulk appears to be intact and appropriate. He is not tender to palpation around the muscles of the medial forearm. He is not tender to palpation over the tendons in the distal forearm or the muscles in the distal, middle, or proximal forearm ulnarly, or radially, volarly or dorsally. He is able to make a full fist, now recruiting all fingers, with good strength. His profundus tendons function normally to each finger when tested individually. His sublimis function, when tested independently, activate normally including to the small finger albeit with some discomfort in his forearm. He has no gross atrophy of the muscles in his forearm.

With regards to his elbow, he has 5.5cm incision posterior to the medial epicondyle, which is healed, stable, supple and asymptomatic. He has full elbow flexion and extension, which is symmetric and asymptomatic without crepitus. He has full forearm rotation as mentioned. He has no evidence of medial or lateral epicondylitis to palpation or with provocative testing. He has no instability of the elbow to varus or valgus stress at 30 and 60 degrees of flexion. He demonstrates no posterolateral rotatory insufficiency of the elbow to stress.

With regards to the peripheral nervous system of his right upper extremity, as mentioned, he states he has subjectively numbness in the small in ulnar half of the ring finger. His active motion was as mentioned limited in the small finger at times, but at times he had full active flexion of all fingers. With regards to the median nerve, he palmarly abducts his thumb with normal strength. Sensation was normal in the digits innervated by the median nerve. He has a negative Tinel over the carpal tunnel, and a negative wrist compression test. With regards to the ulnar nerve, he notes the aforementioned numbness. He has normal sensation over the dorsal radial and dorsal ulnar aspect of the wrist. He has normal sensation over the forearm radially and ulnarly. He was able to activate his first dorsal interosseous normally, and he abducts and adducts the fingers albeit with shaking of the hand and fingers and variable strength with abduction and adduction. At times he could abduct normally and at times he was extremely weak and this waxed and waned throughout the examination. He does hold the small finger in an abducted position, which can passively be placed back at the side of the ring finger, but then automatically assumes an abducted position. His extensor tendon functions normally and does not subluxate over the MP joint with active or passive flexion of the MP joint. He has no triggering in the small finger. He has a negative Tinel over the Guyon's canal. He has normal pulses. He has no splinter hemorrhages. He has no masses palpable around the ulnar artery at Guyon's

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canal. He has a positive Tinel from 2 inches proximal to the medial epicondyle to 4 inches distal to the medial epicondyle radiating into the fourth and fifth fingers. Tinel over the forearm laceration elicit only local tingling that did not extend into the fourth and fifth fingers. Elbow flexion test elicits increased numbness and tingling in the fourth and fifth fingers. He has no instability of the ulnar nerve with elbow flexion and extension. His flexor pronator muscle bulk is asymptomatic with normal strength and without pain when stressed or with gentle and deep palpation.

Cross sectional area was measured at the level of his wrist, his mid forearm, and his proximal forearm. The values obtained at all levels were symmetric to within 1mm.

Grip strength using a Jamar dynamometer in position three on the right dominant side elicited 98 pounds of strength without pain and 80 pounds of strength without pain. On the left side, he was able to elicit 115 and 122 pounds of strength without pain. Performing rapid exchange grip strength testing, 4 times in each upper extremity, elicited up to 85 pounds of strength on the right side and 109 pounds of strength on the left side. He denied any pain or symptoms of cramping or spasming during grip despite performing the aforementioned gripping 6 times on each side.

Two-point discrimination measured with a discriminator on the right side elicited 5 mm two-point discrimination on the radial and ulnar aspect of the thumb, index, middle, and ring finger. In the small finger, he had 5 mm 2-point discrimination on the radial aspect and 6 mm on the ulnar aspect.

With regards to the left side, he has 6 cm incision over the medial elbow posterior to the medial epicondyle, which is healed and is stable and asymptomatic. He has full elbow flexion, extension, full forearm rotation. He has normal sensation in all digits. His median, and ulnar nerve motor and sensory function in his hand is normal. He has negative Tinel's over the ulnar nerve at the cubital tunnel or over the transposed ulnar nerve. He has a negative elbow flexion test.

QuickDASH score completed by Mr. Dulberg today elicited a score of 38. He completed all 11 items. Given his physical examination, I was quite surprised by high QuickDASH score. I therefore asked him about each of the items. He states he cannot open a jar with his right hand because he develops cramping and he has weakness when he twists the lid of a jar. He states that he develops cramping within seconds of twisting the jar. He states he cannot do household chores or carry a shopping bag for the same reason. He stated that he had severe difficulty washing his back, scored at 4/5, and when I asked him about this, he states that he had made an error and in fact he had no difficulty with this activity. He also stated severe difficulty when using a knife to cut food or perform any recreational activities. He notices severe difficulty with most activities throughout the week and noted that tingling in his arm was a moderate problem. He stated he had mild difficulty in the last week sleeping at night.

#### **MEDICAL RECORD REVIEW:**

As part of this independent medical evaluation, I was forwarded about 8 inches of medical records to review. The medical records that were forwarded to me for review included the following:

1. Medical records from Centegra Northern Illinois Medical Center.
2. Medical records from Moraine Emergency Physicians.
3. Medical records from Open Advanced MRI of Round Lake.
4. Medical records from Associates of Neurology.
5. Medical records from McHenry Radiologists imaging.
6. Medical records from Neuroscience Institute.

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7. Medical records from Hand Surgery Associates.
8. Medical records from Alexian Brothers.
9. Medical records from MidAmerica Hand to Shoulder Clinic.
10. Deposition transcript of Mr. Dulberg, Dr. Talerico, Dr. Levin, Dr. Ford, Dr. Sagerman and Dr. Kujawa as well as the plaintiff's answers to all the questions.

*NIMC:*

According to the medical records from Centegra Northern Illinois Medical Center, Mr. Dulberg was seen in the emergency room on June 28, 2011. According to the emergency room admission assessment he was seen stating that he had a chain saw injury to the right arm 15 minutes ago and he was feeling lightheaded. He is noted to smoke a pack a day. He is alert and oriented x3. He was accompanied by a coworker with the laceration by chainsaw to the right forearm. He had radiographs, which showed no bony abnormalities other than a soft tissue injury. The wound was irrigated and cleaned and sutured. He had 3 subcutaneous stitches placed of 4-0 Vicryl and 11 4-0 Prolene sutures placed in the skin. He was given discharge instructions for follow-up. He was discharged home.

According to the radiologist's report of radiographs performed of the right forearm dated June 28, 2011. The findings were dictated as two views of the right forearm, which demonstrated a deep laceration on the ventral aspect of the mid forearm, best visualized on the lateral view. No fractures or radiopaque foreign body is identified.

According to the Moraine emergency room physician records, Mr. Dulberg was seen on November 11, 2005 for right foot injury. He states he was fighting with home invaders at that time.

He was seen again on June 28, 2011 for the aforementioned chainsaw injury, which has previously been described above.

*Dr. Talerico:*

According to the medical records from MidAmerica Hand to Shoulder, Mr. Dulberg was seen by Dr. Talerico on December 2, 2011. His history is a 41-year-old male, right hand dominant, referred by Dr. Levin, MD, neurologist, for evaluation of an injury sustained to the right medial forearm in June 2011. He was using a chainsaw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound and muscle were sewn together and the skin was closed. He followed up with his PCP and was noted to have persistent pain, which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy. He had nerve studies performed by Dr. Levin in August 2011, which per the patient, were normal. Did not have the study available. He is not working, but he is a graphic designer by training. He uses a computer mouse for 20 minutes causing significant forearm pain. He previously had an ulnar nerve transposition on the left side. He is single. Smokes everyday. He has a family history of diabetes. ROS negative. Examination showed him in no distress. Examination of the right upper extremity reveals his elbow has normal, painless range of motion. He has no focal tenderness to palpation. His collateral ligaments are intact. Forearm compartments are soft. He has a well-healed transverse laceration at the volar medial forearm level. There is no erythema, drainage, or fluctuance at the level of the laceration. He has no tenderness to palpation. He has some apparent muscle incongruity. Distally, his hand demonstrates no atrophy. He has 5/5 intrinsic strength, 5/5 APB strength. He can make a full fist with full extension of all digits. He

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does not demonstrate a clawed position. He has a negative Froment's sign. He has a positive Wartenberg's sign. Wrist flexion and extension 5/5 strength. He has a palpable FCU and ECU tendon at the level of the wrist. He has appropriate tension. No radiographs performed. Dr. Talerico wanted to get the nerve studies. His complaints appear to be "likely muscular origin." He may have some "superficial sensory complaints as well." Dr. Talerico did not feel that he required surgical intervention. He was recommended occupational therapy to work on strengthening and conditioning of his forearm muscles. They can also perform pain modalities and he was told to follow up in four to six weeks and the nerve studies would be obtained.

He was seen back on January 6, 2012 for right forearm pain. He does not feel the occupational therapy is helping. He complains of pain/soreness and loss of strength. His history is reiterated. He has attended one or two sessions of therapy thus far. Nerve studies were obtained. He feels he is getting weaker. He feels a burning in the forearm. He asked about disability paperwork. Examination is unchanged. Of note, at this visit that he had no intrinsic or thenar atrophy with 5/5 intrinsic strength. His FDP to the small finger had 5/5 strength. He had light touch, which was intact to all digits. Nerve studies were reviewed, which were normal. No evidence of ulnar nerve injury. Given the location of the injury, this is the only significant problem that Dr. Talerico could imagine from this wound. He has no evidence of nerve or tendon injury. "He may have some residual soreness and some superficial sensory abnormalities, but this should improve over time." Dr. Talerico suggested he continued therapy with no need for surgical intervention. He felt he did not have anything further to offer.

*Dr. Sek:*

According to the medical records from Dr. Frank Sek, Mr. Dulberg had been seen since 1978. These are handwritten notes and difficult to decipher, but he was seen multiple times in 1984 and 1985 for lower extremity injuries. In 1984 and 1985, he injured his right thumb playing football. His x-rays were negative. He was seen again in 1998 for a fever and in 2002 for low back pain as well as pain in the trapezius after an auto accident 6 days prior. He went to NIMC ER. X-rays of the neck reported as a fracture and he went back for a CT scan, which was negative. He is taking Tylenol and Skelaxin. He has tenderness in the left trapezius and the left lower chest and lumbar area. He was seen again in March 2002, for pain in his back, and later in March 2002 for pain in his lumbar spine.

He was seen again on March 19, 2002 for the same problems in the lumbar spine and then on March 25, 2002 with pain in his buttock and leg with numbness and tingling in his left foot. He was seen back on March 30, 2002 for similar symptoms. He was seen back on April 6, 2002 for pain in his upper trapezius and his lumbar area. He was seen back on April 13, 2002 for spasms in his neck 3 days ago. He was seen back on April 20, 2002 for spasms in his left upper trapezius. On April 27, 2002, he was feeling better with "minor spasms here and there." On May 4, 2002, seen for spasms in the low back and left trapezius. On May 11, 2002, he was seen for muscle spasm again. On May 25, 2002, he was seen for pain in his buttock and leg. He was seen back on June 8, 2002 for similar symptoms. On June 13, 2002, he was released for office work. On June 22, 2002, he was seen for a "pinching sensation in the left upper trapezius and soreness in the lumbosacral area and buttock." On July 6, 2002, he was seen again for similar symptoms and then on April 27, 2007 for headache.

On July 1, 2011, he was seen after his forearm chainsaw injury that occurred on June 28, 2011. He was on Cefadroxil and Norco. His right forearm was slightly swollen and tender. On July 8, 2011, he was seen for suture removal. On January 14, 2012, he was seen because he was feeling depressed as his right hand is weak. On February 13, 2012, he was seen after an MRI of his right forearm was

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negative. He was seen on April 24, 2012 for non-arm issues. On August 6, 2012, he was seen after surgery on his right arm.

Mr. Dulberg had an MRI of his low back, ordered by Dr. Sek on April 12, 2002. This is documented as a normal MRI of his lumbar spine.

Nerve studies performed on May 29, 2002 were performed of the left upper extremity. These nerve studies revealed cubital tunnel syndrome without denervation in the ulnar innervated muscles. Of note, the EMG component of the study was completely normal.

Nerve studies performed on December 23, 2002 by Dr. Grobman for persistent left hand symptoms with the previous study of May 29, 2016 showing ulnar neuropathy. The results of this study revealed left ulnar neuropathy at the elbow. .

MRI of the cervical spine was performed on September 5, 2012. Per the radiologist, showed multilevel degenerative disk disease, and a possible atypical hemangioma.

He had radiographs of his right foot performed on November 11, 2005.

Medical records from Michael Grobman are present within Dr. Sek's notes. Dr. Grobman saw Mr. Dulberg on May 8, 2002, for pain and sensory disturbances since a motor vehicle accident. He is noted to be a 32-year-old right-hand dominant gentleman with no significant medical history. He was involved in an MVA on March 1, 2002. He states he stopped to make a turn and another car tried to pass him and then turned back quickly into his lane. The other car's front passenger side impacted into his rear driver's side. He states he had turned all the way towards the left to find the car that was passing him. He states his left arm was between his seat and the door frame. His neurological examination did not show any weakness in his upper extremity with normal reflexes. He was diagnosed with musculoskeletal pain due to a flexion/extension injury and sensory disturbance in the left arm consistent with ulnar neuropathy described as due to the position of the arm at the time of accident, and is likely to be directly related to the accident. He also has sensory disturbances in his left leg consistent with an L5 radiculopathy.

*Hand Associates:*

According to the medical records from Hand Associates, Mr. Dulberg was seen by Dr. Sagerman on February 27, 2012. He was seen for consultation with regards to his right arm. He sustained a laceration to his forearm from a chainsaw accident on June 28, 2011. He developed symptoms of numbness in the small finger with weakness. He has treated with therapy. He had an EMG and MRI scan. Past medical history remarkable for arthritis and cervical disk disease. He is taking naproxen, Tramadol, Cyclobenzaprine, and Fluoxetine. Examination shows a 7 cm transverse scar at the ulnar aspect of the mid forearm. He has local tenderness and sensitivity to percussion with positive Tinel's sign and paresthesia radiating into the small finger. He has sensitivity at the cubital tunnel. Wrist and elbow motion are unrestricted. No atrophy. He is unable to adduct the small finger. Flexion strength is normal. Sensation is decreased to light touch in the small finger only with inconsistent two-point discrimination. Radiographs of the right forearm performed on June 20, 2011 were reviewed with no fractures or foreign body. MRI form of the right forearm performed on February 3, 2012 was reviewed with no abnormality seen. Nerve studies performed by Dr. Levin on August 10, 2011 showed no evidence of neuropathy. He was diagnosed with a right forearm laceration with probable partial ulnar nerve injury. He was referred for additional nerve study testing. He was told that he may need surgery.

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He was seen back on April 2, 2012 after the nerve study was repeated on March 13, 2012. The records state that this shows no evidence of neuropathy. The EMG portion showed no denervation and the ulnar nerve conduction was within normal limits. Examination was unchanged. Treatment options were discussed with him and he does not wish to pursue with surgery. He was therefore prescribed physical therapy, told to follow up in six weeks or p.r.n.

He was seen back Dr. Sagerman on May 14, 2012. He has persistent pain with use of his arm, especially with gripping activities. He had additional therapy, which has been beneficial. He has no change in his symptoms of numbness, which is bothersome. His function is limited due to his pain. Examination unchanged. He has full finger composite flexion with no triggering or locking and no clawing. Wartenberg sign positive. Intrinsic strength is slightly weak. His possible surgical options were discussed and he was suggested to see Dr. Biafora for a second opinion.

Mr. Dulberg saw Dr. Biafora for a second opinion on May 17, 2012. His history is outlined. His examination is similar to that described by Dr. Sagerman. It was noted that he has good strength in the first dorsal interosseous with negative Froment's test, positive Wartenberg's sign. He has full digital motion. He has pain at the scar in his most distal and ulnar border with resisted DIP flexion of the small finger. FCU function is intact, however, with pain at the scar. Nerve studies have been reviewed. He has a positive Tinel around the scar. He has tenderness at the scar to deep palpation on his most ulnar and distal border near the ulna. He is assessed as being almost a year after forearm laceration with probable partial ulnar nerve injury with ulnar neuritis. Surgery was discussed with him.

He was seen back by Dr. Sagerman on June 6, 2012. He has no change in his symptoms. His medication interferes with his functioning. He wanted to proceed with surgery. It was noticed that his scar is stable with tenderness and sensitivity to percussion. He has pain with gripping localized to the forearm region with increased numbness in the ring and small finger with weakness of his grip. His prognosis was noted to be guarded in terms of symptom improvement. He was told to discuss his side effects from the Neurontin with his neurologist. He was scheduled for surgery.

He was seen back on July 11, 2012. He has had surgery. His wounds were healing. Operative findings were reviewed. He was given a prescription for therapy for motion.

He was seen back on July 23, 2012, recovering appropriately after surgery.

He was seen back on July 30, 2012. He is noted to be doing well. His arm feels better. His hand function is increased and he feels his symptoms improved. Examination showed mild diffuse swelling from the scar, but no evidence of infection. Wrist, elbow, and finger motion is satisfactory. Sensation is intact in all distributions. He has improved independent finger flexion compared to his preoperative function. He was told to continue therapy and follow up in a month.

He was seen back on August 27, 2012. He is described as doing well, but his elbow is sore. He is doing therapy. His grip strength is increased. His hand function has improved. Examination shows mild tenderness around the incisions. Elbow and wrist motion unrestricted. He has no ulnar nerve subluxation. Intrinsic strength is increased. Sensation is intact in all distributions. He was continued in therapy for scar management and strengthening. He was told to advance activities. He was limited in work in terms of limited forceful gripping and no lifting, pushing or pulling.

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He was seen back on October 22, 2012. His function improved. He is doing therapy. Sensation has improved. He grasps objects better than before surgery. Examination is essentially unchanged. He could maximally grip 112 pounds according to the most recent therapy report. He has less pain with gripping, but tenderness at the dorsal aspect of the forearm scar. He was told to continue home exercises. He is currently unemployed and wanted to pursue with disability. He was told to follow up in six weeks.

*Dr. Kujawa:*

According to the medical records from Alexian Brothers Neurosciences Institute, Mr. Dulberg was seen on September 25, 2013 documented as being a 43-year-old male with a history of depression as well as an MVA over 10 years ago with resultant cervical DJD and left ulnar nerve transposition, BPH, and migraines. He was seen for evaluation of his right arm dystonia. He had significant trauma to his right forearm after a chainsaw accident two years ago after he was holding a branch when the arm was nearly severed by his neighbor using a chainsaw. Fortunately, the bone was not damaged. He has complaints of burning pain in his right forearm that is worse when he tried to stop Gabapentin. Second complaint is "curling" on his right hand with activity, which started approximately 18 months ago, lasts several minutes, and can occur independent of forearm pain, but usually follows pain episodes. Curling occurs many times a day and can awaken him at night. He also complains of numbness in the medial aspect of the forearm and intermittent tingling. Examination showed he has 5/5 motor in all extremities except right hand grip is 4/5. He has sustained (several minutes) involuntary flexion of the right wrist and three to five fingers at the PIP joint after voluntarily clenching of the fist. Sensation not tested. Diagnosed with posttraumatic dystonia of the right upper extremity and chronic pain syndrome that may be related to intermittent right hand dystonia. He was managed with Gabapentin and was suggested to have Botox injections. There are multiple handwritten notes as well, which are difficult to decipher.

Mr. Dulberg was seen on February 6, 2014 by Dr. Kujawa. The chief complaint is that he has "organic writer's cramp." He is here for follow-up from his initial intake on September 25, 2013. He wants to proceed with Botox injections. He has right forearm pain only with activity, not worse since he stopped Neurontin. He ran out. He drops objects (dinner plates), occasionally has difficulty using utensils. He has migraines much improved after Zomig nasal spray. His problem is that he has organic writer's cramp and acquired torsion dystonia. He is also diagnosed as having chronic pain syndrome that may be related to intermittent right hand dystonia. He was given Botox.

*Neurology:*

I reviewed the medical records from Associates in Neurology. This includes the multiple nerve studies as well as cervical spine MRI. He had a brachial plexus MRI performed on August 26, which was normal. Nerve studies from 2002 are present. MRI of his forearm from January 3, 2012 is present, which was documented as normal. Nerve studies from March 13, 2012, which are documented as normal are present.

He was seen by Dr. Grobman on May 8, 2002 after his motor vehicle accident not pertaining to the right side. He has multiple handwritten notes, prior to this, which are hard to decipher.

It would appear Mr. Dulberg was seen by Dr. Grobman on February 4, 2003. He was diagnosed with ulnar neuropathy at the elbow. It was felt that he could return to work with lifting restrictions.

He was seen back on July 28, 2011 by Dr. Levin. His history of left cubital tunnel syndrome in 2002 was outlined. He states he became asymptomatic by 2007 and he never had difficulty in the right arm.

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He states a month prior he was involved in a chainsaw injury as mentioned above. He went to NIMC ER where he had stitches. He had "very significant pain, but as the pain was getting better, he started noticing that he had numbness in the fifth digit and in the inner aspect of his forearm. He has not been dropping things. It was mostly just a tingling and numb feeling. He denies previous symptoms. Examination showed a healed scar in his right forearm with decreased light touch, pinprick, and temperature in the ulnar distribution of the right arm. Strength is normal. It was felt that he had a branch neuropathy of the sensory nerves. He was suggested to undergo nerve studies and see a hand surgeon.

*Rehab:*

I reviewed the medical records from Fox Lake dynamic hand therapy, which are extensive.

*Diagnostic tests relevant to the right arm:*

MRI performed at Open Advanced MRI on February 3, 2012 of the right forearm with and without intravenous contrast showed no forearm abnormality appreciated. The radiologist states that this does not exclude the possibility of ulnar nerve impingement, but there is no gross mass or abnormal infiltration along the expected course of the ulnar nerve. No obvious tendon or muscle abnormality appreciated at this time.

Nerve conduction studies performed on August 10, 2011 by Associates in Neurology were reviewed. The conclusion is that there is no evidence of nerve dysfunction.

Nerve conduction studies performed on March 13, 2012 by Associates in Neurology were reviewed. This is both a nerve conduction study and an EMG. Both components are noted to be normal with no evidence of ulnar nerve dysfunction.

*Operative report:*

An operative report was authored by Dr. Sagerman with a preoperative diagnosis of right cubital tunnel syndrome and right ulnar nerve injury at the forearm. Dr. Biafora assisted with the procedure. The procedure was a right cubital tunnel release and right ulnar neurolysis of the forearm. The patient underwent a standard cubital tunnel release with no documented gross abnormalities noted except "the nerve was mobilized from adhesions". A longitudinal incision was made over the ulnar aspect of the mid forearm. He was noted to have some retained suture material that was removed (interesting as per the ER note, he had Vicryl placed which usually dissolves over 3 months). The muscle fibers were found to be in continuity. The ulnar nerve was exposed in its normal position. The nerve was dissected proximally and distally and was completely intact with no visible scarring or adhesions.

*Depositions:*

I reviewed the discovery deposition of Marcus Talerico taken on October 16, 2013. It should be noted that on page #10, when asked about the physical examination, Dr. Talerico states it was basically a normal exam except for the fact that he has a well-healed laceration in the area of the forearm where the chainsaw hit him. He had some apparent muscle incongruity meaning some scarring of the muscle belly level deep to the skin. He had no tenderness to palpation in the forearm. He has intact strength with normal wrist flexion and extension strength with normal grip strength and normal intrinsic strength. He had a negative Froment's sign. He has a positive Wartenberg's sign documented on page 12. Dr. Talerico states that a Wartenberg's sign is an objective test. On page #13, Dr. Talerico states that he had a healed laceration in the forearm with no appreciable nerve, tendon or artery injury. He had some scarring and he suggested he do therapy. He felt that he might have had a superficial sensory

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complaint given the history. On page 17, Dr. Talerico did not feel he was suffering from any type of disability. He felt he had some scarring in the forearm and he had a lot of complaints, but Dr. Talerico did not feel he had any real objective findings that he could come up with a diagnosis that he could treat. Dr. Talerico states on page #19 that he felt that he had a laceration to the muscle belly of his forearm that healed and he did not have any objective weakness or real abnormalities other than his subjective complaints of shooting, burning pain in the forearm area.

Dr. Karen Levin's, deposition taken on October 1, 2013 was reviewed. It would appear that she is a neurologist. On page 12, Dr. Levin outlines the subjective numbness that he had to touch. On page 24, Dr. Levin states that cutting the nerve can cause permanent numbness. On page 32, Dr. Levin states that the MRI of the forearm was negative. She states "I don't know why the patient has continued symptoms, not sure why he bends his little finger. Things get worse with pain in the entire arm. I suggested he get a third opinion with Dr. Scott Sagerman." On page 46, Dr. Levin states that she was confused on August 14, 2013. She did not know why he was still having these dystonia symptoms. He was placed back on Gabapentin and sent back to the hand surgeon.

The deposition of Dr. Ford taken on November 20, 2013 was reviewed. Dr. Ford is an emergency department physician.

I reviewed the deposition of Dr. Scott Sagerman taken on October 15, 2013. Dr. Sagerman states on page 39 that Mr. Dahlberg has some scarring of the ulnar nerve to the floor of the cubital tunnel and local constriction at the flexor pronator aponeurosis. This relates to his cubital tunnel syndrome. On page 41, Dr. Sagerman states that the laceration from the chain saw was "relatively deep - below the skin, below the fat, and into the muscle covering "but the muscle fibers were intact. There was suture material, presumably from where the laceration was originally repaired at the time of the injury. The nerve was not cut or visibly scarred in that area". Dr. Sagerman opined on page 41 that the scarring from the laceration would account for his symptoms, but fortunately the nerve itself was not cut.

I reviewed the deposition of Dr. Kathy Kujawa performed on July 23, 2014. She is a neurologist with an apparent specialty in movement disorders. Dr. Kujawa states on page 18 that after the injury she felt the brain is trying to rewire itself. Not only is the brain trying to rewire itself, the nerves are trying to regrow. Any nerves can regrow, but very slowly. Unfortunately, a lot of times the connections made are incorrect to the wrong muscle and to the wrong place. "So the man may say voluntary I want to squeeze my hand and the wrong muscle contracts, if they can contract at all." She felt these were permanent deficits.

I reviewed the deposition of Mr. Dulberg performed on January 24, 2013.

**DISCUSSION:** Mr. Dulberg is a 46-year-old right-hand dominant unemployed, graphic designer who on June 28, 2011 sustained a laceration to the ulnar aspect of his right midforearm. He was seen in the emergency room where the laceration was cleaned and sutured. He had 3-0 Vicryl sutures and 11 Prolene sutures in the skin. After the injury, he saw his primary care physician, followed by multiple hand surgeons. He initially saw Dr. Talerico who felt that his symptoms were not substantiated by his physical examination. He had two sets of nerve conduction studies with the second set including an EMG component, which were negative for any ulnar nerve injury. Dr. Talerico did not feel any surgery would be helpful. He had an MRI with and without IV contrast of his right forearm, which showed no gross abnormalities. Ultimately he saw Dr. Sagerman for another opinion who, after no benefit with further occupational therapy, performed a cubital tunnel release and explored his ulnar nerve in his mid

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forearm. He did find some adhesions in the cubital tunnel, which Dr. Sagerman opined is what one sees in cubital tunnel syndrome. As to the area of the forearm laceration, the muscle belly was noted to be intact and there was noted to be no injury, nor scar around the ulnar nerve. Mr. Dulberg had previously had his contralateral cubital tunnel release performed multiple years prior after a MVA. Mr. Dulberg currently has multiple symptoms that I cannot substantiate based on his physical examination or the medical records. His primary problem is that he describes cramps in his forearm. He states these occur at rest and with activities multiple times a day and are significantly exacerbated by activities. Despite seeing him and personally interacting with him for over an hour in the office today and having him perform multiple activities including squeezing a Jamar dynamometer at least six times on either side, I could not elicit any cramping or spasms in his forearm. Additionally, he had multiple red flags for symptom magnification, including shaking and weakness with abduction and adduction of his fingers, which waxed and waned. He could only actively flex his small finger to his palm; however, passively I could flex his small finger easily and pain-free to his palm, which he could then maintain, as well as after multiple flexion and extension movements of his fingers, he was able to flex his small finger to his palm actively. He describes weakness in his hand and states that he can't type or perform most activities. His examination showed that his grip strength on the right was between 80, 85, and 98 pounds, with no pain in his forearm and no spasming or cramps. His scar was not sensitive or tender and he demonstrated no irregularity in the area. The cross sectional area of his wrist, his mid forearm, and his proximal forearm were symmetric, which would not be the case had he injured the muscle, or nerve and if he was not using his arm normally.

I do feel that Mr. Dulberg sustained a laceration to the right forearm, which did not involve the muscle belly or the ulnar nerve, as proven on MRI, nerve studies and operative exploration. I do not feel that his current symptoms are supported by his physical examination. A laceration as described would not cause focal dystonic signs based on the fact that it did not involve any motor nerve fibers or muscle fibers.

#### Summary:

I believe that Mr. Dulberg sustained a forearm laceration involving the right mid forearm in the injury on June 28, 2011. This required emergency room care with irrigation and suture. Thereafter, he has developed multiple symptoms, which I cannot base on local anatomy or structural pathology in his right forearm. He has focal dystonic symptoms, which I disagree with Dr. Kujawa, as are not related to any structural abnormalities in his arm. As documented on his nerve studies his motor and sensory nerves were intact in the entire forearm. His muscle belly was intact as proven on MRI as well as seen at the time of surgery. Multiple physicians had stated that the muscle belly and/or sensory nerve branches has caused his problems, but in fact his muscle belly was never violated at the time of the injury as proven by the MRI and found at the surgery performed by Dr. Sagerman. Additionally, his ulnar nerve was found not to be injured by the chainsaw, also based on 2 sets of nerve studies and operative exploration. I believe the reason the providers made the statements above is because there was no structural cause for his symptoms. Obviously, Mr. Dulberg did have a peripheral superficial sensory nerve laceration, based on the fact that he had a laceration just as any laceration or surgery would violate the superficial sensory nerves to the skin. These would heal and stabilize, which they have based on his examination today. On his current examination, he demonstrates no evidence of muscle or nerve dysfunction around the laceration area and no evidence of any residual sensory dysfunction.

I believe that medical treatment that he received was necessitated by the accident. Subsequent treatment has been based on the temporal relationship between his symptoms and the injury, yet he currently has obvious nonorganic findings. He relates the focal dystonia to the accident; however, from

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a structural standpoint his focal dystonic symptoms have nothing to do with his structure in his forearm. Nothing in his forearm could account for his symptoms.

As to any preexisting medical problems, Mr. Dulberg's has a history of prior left cubital tunnel syndrome, which has been attributed to a motor vehicle accident. He developed cubital tunnel syndrome on the right side after a forearm laceration, distant to the cubital tunnel. He does have a strong smoking history. Chronic smoking has been associated with nerve pathology, diminished capacity for nerves to heal and increased risk of nerve irritation.

**1. What if any disability relates to the accident?**

I feel Mr. Dulberg was debilitated for four to six weeks after the accident. After the laceration had healed, his symptoms began to be nonorganic, as described by Dr. Talerico in his deposition

**2. What if any permanency is related to the accident?**

At the present time from a structural standpoint, Mr. Dulberg has no structural deficit in his right upper extremity. He has no structural cause in his right arm that is causing him any dysfunction. The described focal dystonic symptoms are not due to any structural pathology within his upper extremity.

If you have any questions beyond the scope of this report, please do not hesitate to contact me.

Sincerely,



Craig S. Phillips, MD

Hand and Upper-Extremity Surgery  
Microvascular Surgery  
The Illinois Bone & Joint Institute  
Chicago, Illinois

Fellowship Director  
Hand & Upper-Extremity Surgery  
NorthShore University Medical Center

Associate Editor  
The Journal of Hand Surgery

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Section of Orthopaedic Surgery

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The University of Chicago, Pritzker School of Medicine

Trained, certified and credentialed in Permanent Impairment rating  
According to the AMA Guides to the Evaluation of Permanent Impairment 6<sup>th</sup> Edition

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October 4, 2016

Perry Accardo  
Law Office of Steven A. Lihosit  
200 North LaSalle Street, Suite 2550  
Chicago, IL

**RE:** DULBERG, PAUL  
**DOB:** 03/19/1970  
**Case/File No.:** 0245281968.1 SKO  
**Location:** Illinois Bone and Joint Institute, LLC  
**Patient ID:** P1510776

Dear Mr. Accardo:

I was asked to perform an independent medical evaluation on Mr. Dulberg on October 4, 2016. This examination took place in my office in Glenview, Illinois.

As part of this independent medical evaluation, Mr. Dulberg's identifying documentation was obtained, xeroxed, and placed into the medical records. The information from these documents appeared to corroborate with his appropriate information.

I explained to Mr. Dulberg, with his mother Barbara as well as his attorney Randy present, the purpose of the independent medical evaluation as well as the fact that no patient-physician relationship was established with him during today's visit. Additionally, I explained to them that no treatment, outcomes or diagnoses would be discussed with him during this evaluation.

All opinions expressed in this report are made to a reasonable degree of medical and surgical certainty as a board certified orthopedic surgeon with a certificate of added qualification in hand and upper extremity surgery.

I spent 65 minutes with Mr. Dulberg in face-to-face time today obtaining a history and performing a physical examination.

**HISTORY:**

Mr. Dulberg is a 46-year-old right-hand dominant gentleman who previously worked in graphic design who is here for evaluation of his right upper extremity. He states that he had no symptoms referable to his right upper extremity prior to an injury that occurred in June 2011. He states he is not sure of the exact date, but on the date in question he was holding a tree branch at his neighbor's house to help David, his neighbor's son, cut the tree branch with a chainsaw. He stated he was holding a pine tree branch, which was a few inches thick, still attached to the tree and while David was cutting the branch, he inadvertently cut Mr. Dulberg's right forearm. Mr. Dulberg went to NIMC ER where the wound was irrigated and sutured. He had radiographs there which showed no fractures. He followed-up with his primary care physician, Dr. Sek, who removed the sutures two weeks later. Mr. Dulberg noticed

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significant pain in his forearm after the injury. Due to persistent symptoms, Dr. Sek referred him to see Dr. Levin, who Mr. Dulberg states is a neurologist, who performed a nerve conduction study and Mr. Dulberg was told the study was normal he had no nerve injury, but was told that the superficial branches of the nerves were severed. Due to ongoing significant pain, he was referred to a hand specialist. He initially saw a hand specialist, although he is not sure of the name but per the medical records that I reviewed was Dr. Talerico, who referred him for occupational therapy. He states that he performed occupational therapy for multiple months which provided him with no benefit. He states that he was still having significant problems with his right forearm and hand and so he returned to see Dr. Levin. Dr. Levin referred him for a second opinion to see Dr. Sagerman in 2012, although he is not sure of the date. Dr. Sagerman prescribed more occupational therapy, which he states was "somewhat helpful". Dr. Sagerman also repeated the nerve studies as he stated the initial nerve study was not complete. Mr. Dulberg does not remember the date of the repeat nerve studies. Subsequently, he followed-up with Sagerman but is not sure of the results of this nerve study, but thereafter Dr. Sagerman suggested exploring the nerve. He wanted to think about this and returned a month later after discussing this with Dr. Sek and elected to undergo surgery. He underwent surgery by Dr. Sagerman in June or July 2012 whereby he states he underwent a cubital tunnel release, and was told that the "nerve was okay." He also underwent exploration of the ulnar nerve in the forearm and tells me that Dr. Sagerman told him "this was the most scarred tissue, I have ever seen." (This is interesting as the MRI was normal and the operative report states that no scar was noted around the nerve and the muscle belly that covers the nerve was pristine only with sutures in the fascia covering the muscle). He was then enrolled in more occupational therapy, which he did for another two months. He states that this helped his forearm temporarily. He followed up with Dr. Sagerman and ultimately plateaued. His complaint at that point as well as prior to the surgery was numbness and tingling in his fourth and fifth finger as well as pain and spasms in his left forearm. Due to a plateau in his improvement after surgery, Dr. Sagerman referred him to Dr. Kujawa. Mr. Dulberg states that he was referred for "cramping" and "spasms of the muscles in the forearm." Dr. Kujawa has treated him from after this surgery until the present time. Mr. Dulberg states that Dr. Kujawa tied injecting Botox in the muscles of the forearm twice. The first time he states it provided him with no benefit and the second time he states that the muscles in his forearm got significantly weaker, which he states Dr. Kujawa confirmed that the Botox was in the correct area; however, besides having temporary weakness in the arm, did not change the cramps and spasms that he was complaining of at that time. He states that both Botox injections were performed within a year of his surgery. He has continued to follow up with Dr. Kujawa who started him on Gabapentin. He states that the Gabapentin has helped the smaller and minor cramps, spasms and pain in his forearm; however, the larger and more significant cramps and spasms in the forearm have not been affected by the Gabapentin. He sees Dr. Kujawa every six months. He did follow up to see Dr. Sagerman for left lateral epicondylitis in 2012, who performed a cortisone injection into the elbow, which cured this problem. Of note, Mr. Dulberg had previously seen Dr. Sagerman in early 2000 for "pain in the left elbow" as well as "numbness and tingling in the fingers." He underwent a cubital tunnel release on the left at that time, which helped tremendously. He currently has no similar symptoms in the left upper extremity

I asked Mr. Dulberg about a motor vehicle accident in early 2000 in which he was involved. He states he sustained a whiplash injury and he hit his left elbow against the inside of the car and developed pain in the left elbow and numbness in the fingers. He was diagnosed with left cubital tunnel syndrome. He had nerve studies and a year later underwent a cubital tunnel release. He was also diagnosed with degenerative disk disease in his cervical spine after the motor vehicle accident affecting him from C3 to C7. He takes occasional Naproxen for his neck, which he states helps somewhat. He is not sure whether the Naproxen really helps his right arm.

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Mr. Dulberg states that he is currently able to drive, although he has to drive with his right hand at the 6 o'clock position as when he holds the steering wheel at the 10 or 12 o'clock position, he develops spasms in his forearm. He states any vibration causes spasming in his right forearm.

#### **CURRENT COMPLAINTS WITH REGARDS TO THE RIGHT UPPER EXTREMITY:**

I asked Mr. Dulberg to list all complaints referable to his right arm:

Mr. Dulberg's primary complaint is that he describes "cramps" in the forearm. He states the cramps happen at least 12 times a day. He states they frequently happen with no activities. He states the cramps last a few seconds to a few minutes. Thereafter, he notices that the fingers are weak and he frequently drops objects due to the cramps. He does not describe any finger spasms. He states that activities exacerbate the frequency and severity of the cramps "a lot." He occasionally wakes up with these symptoms at night, which he states is maybe once a week. He states the cramping is his biggest problem subsequent to the injury. He states the cramps began within six months of the injury. He states he had "a lot going on at that time" and he had to figure out what was causing his problem. When asked specifically, Mr. Dulberg states that the acute pain that he had in the forearm immediately after the injury is gone.

Mr. Dulberg's second complaint with regards to the right arm is that he has occasional tingling in the fifth finger. It bothers him once or twice a day and when he develops these symptoms they last for a few seconds. It does not wake him up at night.

He also describes burning in his palm, which comes and goes and is unpredictable, similar to the tingling in the small finger. When he develops the finger tingling, the palm begins to burn. The duration of the palmar symptoms are the same as the small finger tingling.

He rates his pain currently as 0/10, but states the cramps hurt, and rates the cramping as a 7-10/10. The pain from the cramps lasts a few seconds to a few minutes.

#### **OCCUPATION HISTORY:**

Mr. Dulberg states that he has worked as a graphic designer since he was 16 years old. Subsequent to his right forearm injury, he states that he was unable to work. He tried returning to graphic design 2 months after the injury, but states that he could not type because he would develop the forearm cramps. He states any activity whether it be typing or mousing for any period of time whether it be minutes or hours, would increase his symptoms. He has no symptoms when he drives as he has modified where he grasps the steering column.

#### **HOBBIES:**

Mr. Dulberg states that he previously would fish, drive motorcycles and ATVs, canoe, camp and bicycle. He states he cannot do any of these activities as his right forearm cramps. He tried bicycling after the surgery, but he could not hold onto the handlebars without cramping. His new hobby includes maintaining a home fish aquarium. He states he is able to change the water without difficulty but his friend Mike helps him with the maintenance.

#### **PAST MEDICAL AND SURGICAL HISTORY:**

Mr. Dulberg states that he has no medical problems. He states he has no history of diabetes or thyroid

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disorder. He has no history of arthritis or inflammatory arthropathy; specifically, no history of rheumatoid arthritis, gout, pseudogout, psoriasis, or colitis. He has no history of fibromyalgia. He states that he was diagnosed with anxiety and depression a year after the accident, but takes no medication for this. He does not see a psychologist.

Mr. Dulberg's only medication is Gabapentin.

Mr. Dulberg's surgeries include the right forearm wound closure in the emergency room after his right forearm chainsaw injury as well as the subsequent cubital tunnel release and ulnar nerve exploration in the right forearm. He also had a left cubital tunnel release with anterior transposition of the nerve in early 2000s.

Mr. Dulberg denies drug allergies. He has never had a bone density study and he does not have sleep apnea.

**SOCIAL HISTORY:**

Mr. Dulberg smokes currently 10 cigarettes a day, but previously a pack a day, since he was 18 years old. He does not consume alcohol.

**PHYSICAL EXAMINATION:**

On examination today, Mr. Dulberg is noted to be 5 feet 8 inches tall, weighing 165 pounds. He is in no distress today and has normal affect. He is alert and oriented. He is afebrile. He demonstrates no suspicious pain behavioral characteristics.

With regards to his right upper extremity, he is able to remove his sweater, albeit mostly using his left arm. After the examination when he put his sweater on, he was able to pull out the sleeves using his right hand, manipulating the sweater and sleeves using his right hand normally. He holds the hand in a normal position, although the small finger is in a constantly abducted position. On inspecting of his right forearm and hand, he does have a transverse laceration in the mid forearm measuring 6 cm. The incision is healed and is stable and supple. He also has a longitudinal incision, from his surgery, over the ulnar forearm, which measures 6 cm long. This incision is healed, stable, supple and asymptomatic. He also has an incision posterior to the medial epicondyle measuring 5.5 cm, which is healed, stable, supple and asymptomatic.

With regards to his right hand, as mentioned, he holds the small finger in an abducted position. I can passively adduct the finger to sit adjacent to the fourth finger, but he cannot actively maintain this position of the small finger. He flexes the thumb normally and extends it normally. He actively flexes the index, middle and ring finger to the palm, but with active composite flexion, he lacks about 3 cm of tip to palm distance of the small finger. His hand shakes when he flexes the fingers. Am able to passively flex his small finger to his palm, which he is then able to maintain in this position, which is concerning for symptom magnification as this implies subjective voluntary manipulation. He expresses that pain does not limit his inability to flex the small finger. After performing repetitive active and passive flexion and extension motions of all fingers, he was then able to flex his small finger to his palm with 5/5 strength with no pain. He extends all fingers to neutral with robust extensor tone in the MP, PIP, and DIP joints of all digits including the thumb. He has no evidence of flexor or extensor tenosynovitis of his fingers. He has no triggering or locking of the digits. He has no trophic changes. His hair and nail growth is normal in all digits. Subjectively, he states that he is numb in the small finger and half the ring finger to touch.

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With regards to his right wrist, he extends his wrist normally to 60 degrees with 5/5 strength and flexes to 55 degrees with 5/5 strength, but complains of some forearm discomfort diffusely but not localized to any specific aspect of his forearm. His wrist motion parameters are symmetric. He has no pain with radial and ulnar deviation of the wrist. His passive forearm rotation is to 90 degrees of pronation and supination respectively without pain or crepitus and he actively pronates to 90 degrees with 5/5 strength without pain and actively supinates to 90 degrees with 5/5 strength with pain around the laceration over the mid medial forearm; again concerning for non-organic pathology as his supinator muscle is on the radial side (opposite to where he has pain) of his proximal forearm and he had no pain with passive pronation or supination. He has no intercarpal laxity on stress testing. He has no pain over the basilar joint of his thumb, with a negative grind and distraction test. He has a negative Finkelstein test. He has no instability of the first CMC joint. His ulna is stable and reduced. He has no ulnar-sided wrist pain. He is not tender over the radiocarpal or ulnocarpal joint.

With regards to his forearm, as mentioned, he has 2 incisions over the mid forearm, one transverse and one longitudinal as described above. The incisions are all healed and asymptomatic. He has no induration or tethering of the skin over the muscles at the site of the laceration or incision. His muscle bulk appears to be intact and appropriate. He is not tender to palpation around the muscles of the medial forearm. He is not tender to palpation over the tendons in the distal forearm or the muscles in the distal, middle, or proximal forearm ulnarly, or radially, volarly or dorsally. He is able to make a full fist, now recruiting all fingers, with good strength. His profundus tendons function normally to each finger when tested individually. His sublimis function, when tested independently, activate normally including to the small finger albeit with some discomfort in his forearm. He has no gross atrophy of the muscles in his forearm.

With regards to his elbow, he has 5.5cm incision posterior to the medial epicondyle, which is healed, stable, supple and asymptomatic. He has full elbow flexion and extension, which is symmetric and asymptomatic without crepitus. He has full forearm rotation as mentioned. He has no evidence of medial or lateral epicondylitis to palpation or with provocative testing. He has no instability of the elbow to varus or valgus stress at 30 and 60 degrees of flexion. He demonstrates no posterolateral rotatory insufficiency of the elbow to stress.

With regards to the peripheral nervous system of his right upper extremity, as mentioned, he states he has subjectively numbness in the small in ulnar half of the ring finger. His active motion was as mentioned limited in the small finger at times, but at times he had full active flexion of all fingers. With regards to the median nerve, he palmarly abducts his thumb with normal strength. Sensation was normal in the digits innervated by the median nerve. He has a negative Tinel over the carpal tunnel, and a negative wrist compression test. With regards to the ulnar nerve, he notes the aforementioned numbness. He has normal sensation over the dorsal radial and dorsal ulnar aspect of the wrist. He has normal sensation over the forearm radially and ulnarly. He was able to activate his first dorsal interosseous normally, and he abducts and adducts the fingers albeit with shaking of the hand and fingers and variable strength with abduction and adduction. At times he could abduct normally and at times he was extremely weak and this waxed and waned throughout the examination. He does hold the small finger in an abducted position, which can passively be placed back at the side of the ring finger, but then automatically assumes an abducted position. His extensor tendon functions normally and does not subluxate over the MP joint with active or passive flexion of the MP joint. He has no triggering in the small finger. He has a negative Tinel over the Guyon's canal. He has normal pulses. He has no splinter hemorrhages. He has no masses palpable around the ulnar artery at Guyon's

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canal. He has a positive Tinel from 2 inches proximal to the medial epicondyle to 4 inches distal to the medial epicondyle radiating into the fourth and fifth fingers. Tinel over the forearm laceration elicit only local tingling that did not extend into the fourth and fifth fingers. Elbow flexion test elicits increased numbness and tingling in the fourth and fifth fingers. He has no instability of the ulnar nerve with elbow flexion and extension. His flexor pronator muscle bulk is asymptomatic with normal strength and without pain when stressed or with gentle and deep palpation.

Cross sectional area was measured at the level of his wrist, his mid forearm, and his proximal forearm. The values obtained at all levels were symmetric to within 1mm.

Grip strength using a Jamar dynamometer in position three on the right dominant side elicited 98 pounds of strength without pain and 80 pounds of strength without pain. On the left side, he was able to elicit 115 and 122 pounds of strength without pain. Performing rapid exchange grip strength testing, 4 times in each upper extremity, elicited up to 85 pounds of strength on the right side and 109 pounds of strength on the left side. He denied any pain or symptoms of cramping or spasming during grip despite performing the aforementioned gripping 6 times on each side.

Two-point discrimination measured with a discriminator on the right side elicited 5 mm two-point discrimination on the radial and ulnar aspect of the thumb, index, middle, and ring finger. In the small finger, he had 5 mm 2-point discrimination on the radial aspect and 6 mm on the ulnar aspect.

With regards to the left side, he has 6 cm incision over the medial elbow posterior to the medial epicondyle, which is healed and is stable and asymptomatic. He has full elbow flexion, extension, full forearm rotation. He has normal sensation in all digits. His median, and ulnar nerve motor and sensory function in his hand is normal. He has negative Tinel's over the ulnar nerve at the cubital tunnel or over the transposed ulnar nerve. He has a negative elbow flexion test.

QuickDASH score completed by Mr. Dulberg today elicited a score of 38. He completed all 11 items. Given his physical examination, I was quite surprised by high QuickDASH score. I therefore asked him about each of the items. He states he cannot open a jar with his right hand because he develops cramping and he has weakness when he twists the lid of a jar. He states that he develops cramping within seconds of twisting the jar. He states he cannot do household chores or carry a shopping bag for the same reason. He stated that he had severe difficulty washing his back, scored at 4/5, and when I asked him about this, he states that he had made an error and in fact he had no difficulty with this activity. He also stated severe difficulty when using a knife to cut food or perform any recreational activities. He notices severe difficulty with most activities throughout the week and noted that tingling in his arm was a moderate problem. He stated he had mild difficulty in the last week sleeping at night.

#### **MEDICAL RECORD REVIEW:**

As part of this independent medical evaluation, I was forwarded about 8 inches of medical records to review. The medical records that were forwarded to me for review included the following:

1. Medical records from Centegra Northern Illinois Medical Center.
2. Medical records from Moraine Emergency Physicians.
3. Medical records from Open Advanced MRI of Round Lake.
4. Medical records from Associates of Neurology.
5. Medical records from McHenry Radiologists imaging.
6. Medical records from Neuroscience Institute.

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7. Medical records from Hand Surgery Associates.
8. Medical records from Alexian Brothers.
9. Medical records from MidAmerica Hand to Shoulder Clinic.
10. Deposition transcript of Mr. Dulberg, Dr. Talerico, Dr. Levin, Dr. Ford, Dr. Sagerman and Dr. Kujawa as well as the plaintiff's answers to all the questions.

***NIMC:***

According to the medical records from Centegra Northern Illinois Medical Center, Mr. Dulberg was seen in the emergency room on June 28, 2011. According to the emergency room admission assessment he was seen stating that he had a chain saw injury to the right arm 15 minutes ago and he was feeling lightheaded. He is noted to smoke a pack a day. He is alert and oriented x3. He was accompanied by a coworker with the laceration by chainsaw to the right forearm. He had radiographs, which showed no bony abnormalities other than a soft tissue injury. The wound was irrigated and cleaned and sutured. He had 3 subcutaneous stitches placed of 4-0 Vicryl and 11 4-0 Prolene sutures placed in the skin. He was given discharge instructions for follow-up. He was discharged home.

According to the radiologist's report of radiographs performed of the right forearm dated June 28, 2011. The findings were dictated as two views of the right forearm, which demonstrated a deep laceration on the ventral aspect of the mid forearm, best visualized on the lateral view. No fractures or radiopaque foreign body is identified.

According to the Moraine emergency room physician records, Mr. Dulberg was seen on November 11, 2005 for right foot injury. He states he was fighting with home invaders at that time.

He was seen again on June 28, 2011 for the aforementioned chainsaw injury, which has previously been described above.

***Dr. Talerico:***

According to the medical records from MidAmerica Hand to Shoulder, Mr. Dulberg was seen by Dr. Talerico on December 2, 2011. His history is a 41-year-old male, right hand dominant, referred by Dr. Levin, MD, neurologist, for evaluation of an injury sustained to the right medial forearm in June 2011. He was using a chainsaw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound and muscle were sewn together and the skin was closed. He followed up with his PCP and was noted to have persistent pain, which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy. He had nerve studies performed by Dr. Levin in August 2011, which per the patient, were normal. Did not have the study available. He is not working, but he is a graphic designer by training. He uses a computer mouse for 20 minutes causing significant forearm pain. He previously had an ulnar nerve transposition on the left side. He is single. Smokes everyday. He has a family history of diabetes. ROS negative. Examination showed him in no distress. Examination of the right upper extremity reveals his elbow has normal, painless range of motion. He has no focal tenderness to palpation. His collateral ligaments are intact. Forearm compartments are soft. He has a well-healed transverse laceration at the volar medial forearm level. There is no erythema, drainage, or fluctuance at the level of the laceration. He has no tenderness to palpation. He has some apparent muscle incongruity. Distally, his hand demonstrates no atrophy. He has 5/5 intrinsic strength, 5/5 APB strength. He can make a full fist with full extension of all digits. He

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does not demonstrate a clawed position. He has a negative Froment's sign. He has a positive Wartenberg's sign. Wrist flexion and extension 5/5 strength. He has a palpable FCU and ECU tendon at the level of the wrist. He has appropriate tension. No radiographs performed. Dr. Talerico wanted to get the nerve studies. His complaints appear to be "likely muscular origin." He may have some "superficial sensory complaints as well." Dr. Talerico did not feel that he required surgical intervention. He was recommended occupational therapy to work on strengthening and conditioning of his forearm muscles. They can also perform pain modalities and he was told to follow up in four to six weeks and the nerve studies would be obtained.

He was seen back on January 6, 2012 for right forearm pain. He does not feel the occupational therapy is helping. He complains of pain/soreness and loss of strength. His history is reiterated. He has attended one or two sessions of therapy thus far. Nerve studies were obtained. He feels he is getting weaker. He feels a burning in the forearm. He asked about disability paperwork. Examination is unchanged. Of note, at this visit that he had no intrinsic or thenar atrophy with 5/5 intrinsic strength. His FDP to the small finger had 5/5 strength. He had light touch, which was intact to all digits. Nerve studies were reviewed, which were normal. No evidence of ulnar nerve injury. Given the location of the injury, this is the only significant problem that Dr. Talerico could imagine from this wound. He has no evidence of nerve or tendon injury. "He may have some residual soreness and some superficial sensory abnormalities, but this should improve over time." Dr. Talerico suggested he continued therapy with no need for surgical intervention. He felt he did not have anything further to offer.

*Dr. Sek:*

According to the medical records from Dr. Frank Sek, Mr. Dulberg had been seen since 1978. These are handwritten notes and difficult to decipher, but he was seen multiple times in 1984 and 1985 for lower extremity injuries. In 1984 and 1985, he injured his right thumb playing football. His x-rays were negative. He was seen again in 1998 for a fever and in 2002 for low back pain as well as pain in the trapezius after an auto accident 6 days prior. He went to NIMC ER. X-rays of the neck reported as a fracture and he went back for a CT scan, which was negative. He is taking Tylenol and Skelaxin. He has tenderness in the left trapezius and the left lower chest and lumbar area. He was seen again in March 2002, for pain in his back, and later in March 2002 for pain in his lumbar spine.

He was seen again on March 19, 2002 for the same problems in the lumbar spine and then on March 25, 2002 with pain in his buttock and leg with numbness and tingling in his left foot. He was seen back on March 30, 2002 for similar symptoms. He was seen back on April 6, 2002 for pain in his upper trapezius and his lumbar area. He was seen back on April 13, 2002 for spasms in his neck 3 days ago. He was seen back on April 20, 2002 for spasms in his left upper trapezius. On April 27, 2002, he was feeling better with "minor spasms here and there." On May 4, 2002, seen for spasms in the low back and left trapezius. On May 11, 2002, he was seen for muscle spasm again. On May 25, 2002, he was seen for pain in his buttock and leg. He was seen back on June 8, 2002 for similar symptoms. On June 13, 2002, he was released for office work. On June 22, 2002, he was seen for a "pinching sensation in the left upper trapezius and soreness in the lumbosacral area and buttock." On July 6, 2002, he was seen again for similar symptoms and then on April 27, 2007 for headache.

On July 1, 2011, he was seen after his forearm chainsaw injury that occurred on June 28, 2011. He was on Cefadroxil and Norco. His right forearm was slightly swollen and tender. On July 8, 2011, he was seen for suture removal. On January 14, 2012, he was seen because he was feeling depressed as his right hand is weak. On February 13, 2012, he was seen after an MRI of his right forearm was

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negative. He was seen on April 24, 2012 for non-arm issues. On August 6, 2012, he was seen after surgery on his right arm.

Mr. Dulberg had an MRI of his low back, ordered by Dr. Sek on April 12, 2002. This is documented as a normal MRI of his lumbar spine.

Nerve studies performed on May 29, 2002 were performed of the left upper extremity. These nerve studies revealed cubital tunnel syndrome without denervation in the ulnar innervated muscles. Of note, the EMG component of the study was completely normal.

Nerve studies performed on December 23, 2002 by Dr. Grobman for persistent left hand symptoms with the previous study of May 29, 2016 showing ulnar neuropathy. The results of this study revealed left ulnar neuropathy at the elbow. .

MRI of the cervical spine was performed on September 5, 2012. Per the radiologist, showed multilevel degenerative disk disease, and a possible atypical hemangioma.

He had radiographs of his right foot performed on November 11, 2005.

Medical records from Michael Grobman are present within Dr. Sek's notes. Dr. Grobman saw Mr. Dulberg on May 8, 2002, for pain and sensory disturbances since a motor vehicle accident. He is noted to be a 32-year-old right-hand dominant gentleman with no significant medical history. He was involved in an MVA on March 1, 2002. He states he stopped to make a turn and another car tried to pass him and then turned back quickly into his lane. The other car's front passenger side impacted into his rear driver's side. He states he had turned all the way towards the left to find the car that was passing him. He states his left arm was between his seat and the door frame. His neurological examination did not show any weakness in his upper extremity with normal reflexes. He was diagnosed with musculoskeletal pain due to a flexion/extension injury and sensory disturbance in the left arm consistent with ulnar neuropathy described as due to the position of the arm at the time of accident, and is likely to be directly related to the accident. He also has sensory disturbances in his left leg consistent with an L5 radiculopathy.

*Hand Associates:*

According to the medical records from Hand Associates, Mr. Dulberg was seen by Dr. Sagerman on February 27, 2012. He was seen for consultation with regards to his right arm. He sustained a laceration to his forearm from a chainsaw accident on June 28, 2011. He developed symptoms of numbness in the small finger with weakness. He has treated with therapy. He had an EMG and MRI scan. Past medical history remarkable for arthritis and cervical disk disease. He is taking naproxen, Tramadol, Cyclobenzaprine, and Fluoxetine. Examination shows a 7 cm transverse scar at the ulnar aspect of the mid forearm. He has local tenderness and sensitivity to percussion with positive Tinel's sign and paresthesia radiating into the small finger. He has sensitivity at the cubital tunnel. Wrist and elbow motion are unrestricted. No atrophy. He is unable to adduct the small finger. Flexion strength is normal. Sensation is decreased to light touch in the small finger only with inconsistent two-point discrimination. Radiographs of the right forearm performed on June 20, 2011 were reviewed with no fractures or foreign body. MRI form of the right forearm performed on February 3, 2012 was reviewed with no abnormality seen. Nerve studies performed by Dr. Levin on August 10, 2011 showed no evidence of neuropathy. He was diagnosed with a right forearm laceration with probable partial ulnar nerve injury. He was referred for additional nerve study testing. He was told that he may need surgery.

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He was seen back on April 2, 2012 after the nerve study was repeated on March 13, 2012. The records state that this shows no evidence of neuropathy. The EMG portion showed no denervation and the ulnar nerve conduction was within normal limits. Examination was unchanged. Treatment options were discussed with him and he does not wish to pursue with surgery. He was therefore prescribed physical therapy, told to follow up in six weeks or p.r.n.

He was seen back Dr. Sagerman on May 14, 2012. He has persistent pain with use of his arm, especially with gripping activities. He had additional therapy, which has been beneficial. He has no change in his symptoms of numbness, which is bothersome. His function is limited due to his pain. Examination unchanged. He has full finger composite flexion with no triggering or locking and no clawing. Wartenberg sign positive. Intrinsic strength is slightly weak. His possible surgical options were discussed and he was suggested to see Dr. Biafora for a second opinion.

Mr. Dulberg saw Dr. Biafora for a second opinion on May 17, 2012. His history is outlined. His examination is similar to that described by Dr. Sagerman. It was noted that he has good strength in the first dorsal interosseous with negative Froment's test, positive Wartenberg's sign. He has full digital motion. He has pain at the scar in his most distal and ulnar border with resisted DIP flexion of the small finger. FCU function is intact, however, with pain at the scar. Nerve studies have been reviewed. He has a positive Tinel around the scar. He has tenderness at the scar to deep palpation on his most ulnar and distal border near the ulna. He is assessed as being almost a year after forearm laceration with probable partial ulnar nerve injury with ulnar neuritis. Surgery was discussed with him.

He was seen back by Dr. Sagerman on June 6, 2012. He has no change in his symptoms. His medication interferes with his functioning. He wanted to proceed with surgery. It was noticed that his scar is stable with tenderness and sensitivity to percussion. He has pain with gripping localized to the forearm region with increased numbness in the ring and small finger with weakness of his grip. His prognosis was noted to be guarded in terms of symptom improvement. He was told to discuss his side effects from the Neurontin with his neurologist. He was scheduled for surgery.

He was seen back on July 11, 2012. He has had surgery. His wounds were healing. Operative findings were reviewed. He was given a prescription for therapy for motion.

He was seen back on July 23, 2012, recovering appropriately after surgery.

He was seen back on July 30, 2012. He is noted to be doing well. His arm feels better. His hand function is increased and he feels his symptoms improved. Examination showed mild diffuse swelling from the scar, but no evidence of infection. Wrist, elbow, and finger motion is satisfactory. Sensation is intact in all distributions. He has improved independent finger flexion compared to his preoperative function. He was told to continue therapy and follow up in a month.

He was seen back on August 27, 2012. He is described as doing well, but his elbow is sore. He is doing therapy. His grip strength is increased. His hand function has improved. Examination shows mild tenderness around the incisions. Elbow and wrist motion unrestricted. He has no ulnar nerve subluxation. Intrinsic strength is increased. Sensation is intact in all distributions. He was continued in therapy for scar management and strengthening. He was told to advance activities. He was limited in work in terms of limited forceful gripping and no lifting, pushing or pulling.

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He was seen back on October 22, 2012. His function improved. He is doing therapy. Sensation has improved. He grasps objects better than before surgery. Examination is essentially unchanged. He could maximally grip 112 pounds according to the most recent therapy report. He has less pain with gripping, but tenderness at the dorsal aspect of the forearm scar. He was told to continue home exercises. He is currently unemployed and wanted to pursue with disability. He was told to follow up in six weeks.

*Dr. Kujawa:*

According to the medical records from Alexian Brothers Neurosciences Institute, Mr. Dulberg was seen on September 25, 2013 documented as being a 43-year-old male with a history of depression as well as an MVA over 10 years ago with resultant cervical DJD and left ulnar nerve transposition, BPH, and migraines. He was seen for evaluation of his right arm dystonia. He had significant trauma to his right forearm after a chainsaw accident two years ago after he was holding a branch when the arm was nearly severed by his neighbor using a chainsaw. Fortunately, the bone was not damaged. He has complaints of burning pain in his right forearm that is worse when he tried to stop Gabapentin. Second complaint is "curling" on his right hand with activity, which started approximately 18 months ago, lasts several minutes, and can occur independent of forearm pain, but usually follows pain episodes. Curling occurs many times a day and can awaken him at night. He also complains of numbness in the medial aspect of the forearm and intermittent tingling. Examination showed he has 5/5 motor in all extremities except right hand grip is 4/5. He has sustained (several minutes) involuntary flexion of the right wrist and three to five fingers at the PIP joint after voluntarily clenching of the fist. Sensation not tested. Diagnosed with posttraumatic dystonia of the right upper extremity and chronic pain syndrome that may be related to intermittent right hand dystonia. He was managed with Gabapentin and was suggested to have Botox injections. There are multiple handwritten notes as well, which are difficult to decipher.

Mr. Dulberg was seen on February 6, 2014 by Dr. Kujawa. The chief complaint is that he has "organic writer's cramp." He is here for follow-up from his initial intake on September 25, 2013. He wants to proceed with Botox injections. He has right forearm pain only with activity, not worse since he stopped Neurontin. He ran out. He drops objects (dinner plates), occasionally has difficulty using utensils. He has migraines much improved after Zomig nasal spray. His problem is that he has organic writer's cramp and acquired torsion dystonia. He is also diagnosed as having chronic pain syndrome that may be related to intermittent right hand dystonia. He was given Botox.

*Neurology:*

I reviewed the medical records from Associates in Neurology. This includes the multiple nerve studies as well as cervical spine MRI. He had a brachial plexus MRI performed on August 26, which was normal. Nerve studies from 2002 are present. MRI of his forearm from January 3, 2012 is present, which was documented as normal. Nerve studies from March 13, 2012, which are documented as normal are present.

He was seen by Dr. Grobman on May 8, 2002 after his motor vehicle accident not pertaining to the right side. He has multiple handwritten notes, prior to this, which are hard to decipher.

It would appear Mr. Dulberg was seen by Dr. Grobman on February 4, 2003. He was diagnosed with ulnar neuropathy at the elbow. It was felt that he could return to work with lifting restrictions.

He was seen back on July 28, 2011 by Dr. Levin. His history of left cubital tunnel syndrome in 2002 was outlined. He states he became asymptomatic by 2007 and he never had difficulty in the right arm.

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He states a month prior he was involved in a chainsaw injury as mentioned above. He went to NIMC ER where he had stitches. He had "very significant pain, but as the pain was getting better, he started noticing that he had numbness in the fifth digit and in the inner aspect of his forearm. He has not been dropping things. It was mostly just a tingling and numb feeling. He denies previous symptoms. Examination showed a healed scar in his right forearm with decreased light touch, pinprick, and temperature in the ulnar distribution of the right arm. Strength is normal. It was felt that he had a branch neuropathy of the sensory nerves. He was suggested to undergo nerve studies and see a hand surgeon.

*Rehab:*

I reviewed the medical records from Fox Lake dynamic hand therapy, which are extensive.

*Diagnostic tests relevant to the right arm:*

MRI performed at Open Advanced MRI on February 3, 2012 of the right forearm with and without intravenous contrast showed no forearm abnormality appreciated. The radiologist states that this does not exclude the possibility of ulnar nerve impingement, but there is no gross mass or abnormal infiltration along the expected course of the ulnar nerve. No obvious tendon or muscle abnormality appreciated at this time.

Nerve conduction studies performed on August 10, 2011 by Associates in Neurology were reviewed. The conclusion is that there is no evidence of nerve dysfunction.

Nerve conduction studies performed on March 13, 2012 by Associates in Neurology were reviewed. This is both a nerve conduction study and an EMG. Both components are noted to be normal with no evidence of ulnar nerve dysfunction.

*Operative report:*

An operative report was authored by Dr. Sagerman with a preoperative diagnosis of right cubital tunnel syndrome and right ulnar nerve injury at the forearm. Dr. Biafora assisted with the procedure. The procedure was a right cubital tunnel release and right ulnar neurolysis of the forearm. The patient underwent a standard cubital tunnel release with no documented gross abnormalities noted except "the nerve was mobilized from adhesions". A longitudinal incision was made over the ulnar aspect of the mid forearm. He was noted to have some retained suture material that was removed (interesting as per the ER note, he had Vicryl placed which usually dissolves over 3 months). The muscle fibers were found to be in continuity. The ulnar nerve was exposed in its normal position. The nerve was dissected proximally and distally and was completely intact with no visible scarring or adhesions.

*Depositions:*

I reviewed the discovery deposition of Marcus Talerico taken on October 16, 2013. It should be noted that on page #10, when asked about the physical examination, Dr. Talerico states it was basically a normal exam except for the fact that he has a well-healed laceration in the area of the forearm where the chainsaw hit him. He had some apparent muscle incongruity meaning some scarring of the muscle belly level deep to the skin. He had no tenderness to palpation in the forearm. He has intact strength with normal wrist flexion and extension strength with normal grip strength and normal intrinsic strength. He had a negative Froment's sign. He has a positive Wartenberg's sign documented on page 12. Dr. Talerico states that a Wartenberg's sign is an objective test. On page #13, Dr. Talerico states that he had a healed laceration in the forearm with no appreciable nerve, tendon or artery injury. He had some scarring and he suggested he do therapy. He felt that he might have had a superficial sensory

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complaint given the history. On page 17, Dr. Talerico did not feel he was suffering from any type of disability. He felt he had some scarring in the forearm and he had a lot of complaints, but Dr. Talerico did not feel he had any real objective findings that he could come up with a diagnosis that he could treat. Dr. Talerico states on page #19 that he felt that he had a laceration to the muscle belly of his forearm that healed and he did not have any objective weakness or real abnormalities other than his subjective complaints of shooting, burning pain in the forearm area.

Dr. Karen Levin's, deposition taken on October 1, 2013 was reviewed. It would appear that she is a neurologist. On page 12, Dr. Levin outlines the subjective numbness that he had to touch. On page 24, Dr. Levin states that cutting the nerve can cause permanent numbness. On page 32, Dr. Levin states that the MRI of the forearm was negative. She states "I don't know why the patient has continued symptoms, not sure why he bends his little finger. Things get worse with pain in the entire arm. I suggested he get a third opinion with Dr. Scott Sagerman." On page 46. Dr. Levin states that she was confused on August 14, 2013. She did not know why he was still having these dystonia symptoms. He was placed back on Gabapentin and sent back to the hand surgeon.

The deposition of Dr. Ford taken on November 20, 2013 was reviewed. Dr. Ford is an emergency department physician.

I reviewed the deposition of Dr. Scott Sagerman taken on October 15, 2013. Dr. Sagerman states on page 39 that Mr. Dahlberg has some scarring of the ulnar nerve to the floor of the cubital tunnel and local constriction at the flexor pronator aponeurosis. This relates to his cubital tunnel syndrome. On page 41, Dr. Sagerman states that the laceration from the chain saw was "relatively deep - below the skin, below the fat, and into the muscle covering "but the muscle fibers were intact. There was suture material, presumably from where the laceration was originally repaired at the time of the injury. The nerve was not cut or visibly scarred in that area". Dr. Sagerman opined on page 41 that the scarring from the laceration would account for his symptoms, but fortunately the nerve itself was not cut.

I reviewed the deposition of Dr. Kathy Kujawa performed on July 23, 2014. She is a neurologist with an apparent specialty in movement disorders. Dr. Kujawa states on page 18 that after the injury she felt the brain is trying to rewire itself. Not only is the brain trying to rewire itself, the nerves are trying to regrow. Any nerves can regrow, but very slowly. Unfortunately, a lot of times the connections made are incorrect to the wrong muscle and to the wrong place. "So the man may say voluntary I want to squeeze my hand and the wrong muscle contracts, if they can contract at all." She felt these were permanent deficits.

I reviewed the deposition of Mr. Dulberg performed on January 24, 2013.

**DISCUSSION:** Mr. Dulberg is a 46-year-old right-hand dominant unemployed, graphic designer who on June 28, 2011 sustained a laceration to the ulnar aspect of his right midforearm. He was seen in the emergency room where the laceration was cleaned and sutured. He had 3-0 Vicryl sutures and 11 Prolene sutures in the skin. After the injury, he saw his primary care physician, followed by multiple hand surgeons. He initially saw Dr. Talerico who felt that his symptoms were not substantiated by his physical examination. He had two sets of nerve conduction studies with the second set including an EMG component, which were negative for any ulnar nerve injury. Dr. Talerico did not feel any surgery would be helpful. He had an MRI with and without IV contrast of his right forearm, which showed no gross abnormalities. Ultimately he saw Dr. Sagerman for another opinion who, after no benefit with further occupational therapy, performed a cubital tunnel release and explored his ulnar nerve in his mid

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forearm. He did find some adhesions in the cubital tunnel, which Dr. Sagerman opined is what one sees in cubital tunnel syndrome. As to the area of the forearm laceration, the muscle belly was noted to be intact and there was noted to be no injury, nor scar around the ulnar nerve. Mr. Dulberg had previously had his contralateral cubital tunnel release performed multiple years prior after a MVA. Mr. Dulberg currently has multiple symptoms that I cannot substantiate based on his physical examination or the medical records. His primary problem is that he describes cramps in his forearm. He states these occur at rest and with activities multiple times a day and are significantly exacerbated by activities. Despite seeing him and personally interacting with him for over an hour in the office today and having him perform multiple activities including squeezing a Jamar dynamometer at least six times on either side, I could not elicit any cramping or spasms in his forearm. Additionally, he had multiple red flags for symptom magnification, including shaking and weakness with abduction and adduction of his fingers, which waxed and waned. He could only actively flex his small finger to his palm; however, passively I could flex his small finger easily and pain-free to his palm, which he could then maintain, as well as after multiple flexion and extension movements of his fingers, he was able to flex his small finger to his palm actively. He describes weakness in his hand and states that he can't type or perform most activities. His examination showed that his grip strength on the right was between 80, 85, and 98 pounds, with no pain in his forearm and no spasming or cramps. His scar was not sensitive or tender and he demonstrated no irregularity in the area. The cross sectional area of his wrist, his mid forearm, and his proximal forearm were symmetric, which would not be the case had he injured the muscle, or nerve and if he was not using his arm normally.

I do feel that Mr. Dulberg sustained a laceration to the right forearm, which did not involve the muscle belly or the ulnar nerve, as proven on MRI, nerve studies and operative exploration. I do not feel that his current symptoms are supported by his physical examination. A laceration as described would not cause focal dystonic signs based on the fact that it did not involve any motor nerve fibers or muscle fibers.

#### Summary:

I believe that Mr. Dulberg sustained a forearm laceration involving the right mid forearm in the injury on June 28, 2011. This required emergency room care with irrigation and suture. Thereafter, he has developed multiple symptoms, which I cannot base on local anatomy or structural pathology in his right forearm. He has focal dystonic symptoms, which I disagree with Dr. Kujawa, as are not related to any structural abnormalities in his arm. As documented on his nerve studies his motor and sensory nerves were intact in the entire forearm. His muscle belly was intact as proven on MRI as well as seen at the time of surgery. Multiple physicians had stated that the muscle belly and/or sensory nerve branches has caused his problems, but in fact his muscle belly was never violated at the time of the injury as proven by the MRI and found at the surgery performed by Dr. Sagerman. Additionally, his ulnar nerve was found not to be injured by the chainsaw, also based on 2 sets of nerve studies and operative exploration. I believe the reason the providers made the statements above is because there was no structural cause for his symptoms. Obviously, Mr. Dulberg did have a peripheral superficial sensory nerve laceration, based on the fact that he had a laceration just as any laceration or surgery would violate the superficial sensory nerves to the skin. These would heal and stabilize, which they have based on his examination today. On his current examination, he demonstrates no evidence of muscle or nerve dysfunction around the laceration area and no evidence of any residual sensory dysfunction.

I believe that medical treatment that he received was necessitated by the accident. Subsequent treatment has been based on the temporal relationship between his symptoms and the injury, yet he currently has obvious nonorganic findings. He relates the focal dystonia to the accident; however, from

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a structural standpoint his focal dystonic symptoms have nothing to do with his structure in his forearm. Nothing in his forearm could account for his symptoms.

As to any preexisting medical problems, Mr. Dulberg's has a history of prior left cubital tunnel syndrome, which has been attributed to a motor vehicle accident. He developed cubital tunnel syndrome on the right side after a forearm laceration, distant to the cubital tunnel. He does have a strong smoking history. Chronic smoking has been associated with nerve pathology, diminished capacity for nerves to heal and increased risk of nerve irritation.

**1. What if any disability relates to the accident?**

I feel Mr. Dulberg was debilitated for four to six weeks after the accident. After the laceration had healed, his symptoms began to be nonorganic, as described by Dr. Talerico in his deposition

**2. What if any permanency is related to the accident?**

At the present time from a structural standpoint, Mr. Dulberg has no structural deficit in his right upper extremity. He has no structural cause in his right arm that is causing him any dysfunction. The described focal dystonic symptoms are not due to any structural pathology within his upper extremity.

If you have any questions beyond the scope of this report, please do not hesitate to contact me.

Sincerely,



Craig S. Phillips, MD

Hand and Upper-Extremity Surgery  
Microvascular Surgery  
The Illinois Bone & Joint Institute  
Chicago, Illinois

Fellowship Director  
Hand & Upper-Extremity Surgery  
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The University of Chicago, Pritzker School of Medicine

Trained, certified and credentialed in Permanent Impairment rating  
According to the AMA Guides to the Evaluation of Permanent Impairment 6<sup>th</sup> Edition

CSP/SCH JOB 135309687



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 to 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): 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?

ANSWER:

If so, state:

- (a) The name and address of your employer at the time of the occurrence.

ANSWER:

- (b) The dates or inclusive dates on which you were unable to work and the amount of income loss claimed.

ANSWER:

INTERROGATORY NO. 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:

INTERROGATORY NO. 8): State the name and address of PAUL DULBERG's family practice physician.

ANSWER:

INTERROGATORY NO. 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:

INTERROGATORY 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:

INTERROGATORY NO. 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:

INTERROGATORY NO. 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:

INTERROGATORY NO. 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:

INTERROGATORY NO. 14): State with particularity what PAUL DULBERG was doing at the time of the accident alleged in the complaint.

ANSWER:

INTERROGATORY NO. 15): State with particularity your basis for alleging that on or about June 28, 2011, David Gagnon living and/or staying at the premises known commonly as 1016 W. Elder Avenue, City of McHenry, County of McHenry, Illinois.

ANSWER:

INTERROGATORY NO. 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:

INTERROGATORY NO. 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 Plaintiff's Complaint.

ANSWER:

INTERROGATORY NO. 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 Plaintiff's Complaint.

ANSWER:

INTERROGATORY NO. 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 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 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 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:

INTERROGATORY NO. 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:

INTERROGATORY NO. 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:

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 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)

**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**

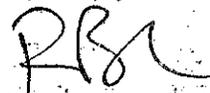
Dear Mr. Mast:

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 anticipate 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.

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. KOFFE  
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

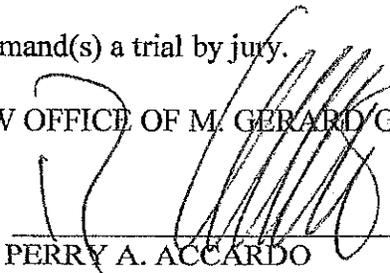
AMOUNT CLAIMED: \$50,000

**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

# 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 IOWA,  
VIRGINIA, & THE DISTRICT  
OF COLUMBIA

DANA M. CONSIDINE

MEGAN G. HEEQ

DARLA A. FOULKER

SARWAT B. HANIF

TELEPHONE: (815) 288-4949

FACSIMILE: (815) 288-3068

E-MAIL: HEEQ@EQBLC.COM



Rolfe F. EHRMANN

1949 - 2011

WARREN H. BADGER

1911-2005

May 22, 2015

BY EMAIL

Brad J. Balke, Esq.

542 S. Dearborn, Suite 310

Chicago, IL 60605

Re: Paul R. Dulberg  
Bankruptcy Case No. 14 83578

Dear Attorney Balke:

Following up on matters we recently discussed, the Bankruptcy Estate seeks to employ you to assist the Estate in pursuing Mr. Dulberg's pending personal injury claim.

It is my understanding that you do not have a conflict of interest, and that you can represent the Bankruptcy Estate. As a caution, I enclose a copy of Debtor's list of creditors (Schedules D through F). In light of this information, if you do not have a conflict, I would be most appreciative if you would review the enclosed Affidavit of Disinterest for accuracy and completeness.

Also, please know if you are able to settle the pending personal injury claim, before any settlement can be finalized, I will need to file with the Bankruptcy Court a motion approving the Debtor's settlement, along with approval of the payment of your attorney fees and costs, and the fees to be paid to any third party. In that motion and order, we can ask that your firm's fees and costs and any third party fees paid out of the gross proceeds, with the net proceeds tendered to the Estate.

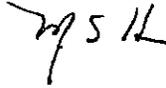
Brad J. Balke, Esq.

2

May 22, 2015

Very truly yours,

EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC

Handwritten signature of Megan G. Heeg in black ink.

Megan G. Heeg

MGH/kme  
Enclosures

B6D (Official Form 6D) (12/07)

In re Paul R Dulberg

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No. <b>xxxxx7987</b>		<b>Opened 11/30/01 Last Active 8/14/14</b>							
<b>ABN AMRO Mortgage Group</b>		<b>Location: 4606 Hayden Court, McHenry IL 60051-7918</b>							
		<b>Value \$ 140,000.00</b>						<b>124,358.00</b>	<b>0.00</b>
Account No.									
		<b>Value \$</b>							
Account No.									
		<b>Value \$</b>							
Account No.									
		<b>Value \$</b>							
<b>Subtotal (Total of this page)</b>								<b>124,358.00</b>	<b>0.00</b>
<b>Total (Report on Summary of Schedules)</b>								<b>124,358.00</b>	<b>0.00</b>

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re Paul R Dulberg

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W	J				
Account No. xxxxxxA380  Alexian Brothers Medical Group PO Box 5688 Belfast, ME 04915-5500	-							153.00
Account No. xxxxx # x8062  Associated Neurology SC 1900 Hollister Drive Suite 250 Libertyville, IL 60048-5249	-							3,015.00
Account No. xxxx xxxxxx x6060  Bank of America PO Box 982235 El Paso, TX 79998	-							6,660.24
Account No. xxxx xxxx xxx 8628  Capital One Bank Attn: General Correspondence PO Box 30285 Salt Lake City, UT 84130	-							10,043.35
Subtotal (Total of this page)								19,871.59

3 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Paul R Dulberg

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No.  Dr. Frank W. Sek 4806 W. Elm Street McHenry, IL 60060		-	Medical services				590.00
Account No. xxxxxx0185  Dynamic Hand Therapy & Rehab 498 S. US Highway 12 Suite C Fox Lake, IL 60020		-	Medical services				30,190.00
Account No. x0330  Hand Surgery Associates, SC Dr. Sagerman / Dr. Blafora 516 W. Algonquin Road Arlington Heights, IL 60005		-	Medical services				9,319.00
Account No. xxxxxx-xMRIG  McHenry Radiologists & Imaging PO Box 220 McHenry, IL 60061		-	Medical services				50.00
Account No. xxx2464  MidAmerica Hand to Shoulder Clinic Dr. Talerico 75 Remittance Drive, Suite 8035 Chicago, IL 60675		-	Medical services				390.00
Subtotal (Total of this page)							40,639.00

Sheet no. 1 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6B) (12/07) - Cont.

In re **Paul R Dulberg**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O R P O R A T E D	H W J C	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
Account No. xxxxxxxxxxx3233  Moraine Emergency Physicians PO Box 8769 Philadelphia, PA 19101-8769				Medical services				1,346.00
Account No. xxxxx-x0323  Northern Illinois Medical Center 4201 Medical Center Drive McHenry, IL 60050				Medical services				1,323.75
Account No. xxxx5382  Northwest Community Hospital 25709 Network Place Chicago, IL 60673				Medical services				6,366.00
Account No. xxxx5382  Northwest Suburban Anesthesiologists 8163 Solutions Center Chicago, IL 60677-8001				Medical services				1,385.00
Account No. xxxxx-x58 00  Oak Trust Credit Union 1 South 450 Summit Avenue Oakbrook Terrace, IL 60181				Opened 3/01/97 Last Active 7/23/14 Credit Card				716.00
Subtotal (Total of this page)								11,116.75

Sheet no. 2 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Paul R Dulberg

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		C O C O R D I N A T E D C L A I M S	D I S M I S S I O N S	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.			
Account No. <b>xx5085</b>  <b>Open Advanced MRI of Round Lake Medchex PO Box 502 Katonah, NY 10536</b>			<b>Medical services</b>			<b>3,390.00</b>
Account No.  <b>Walgreens 3925 W. Elm Street McHenry, IL 60050</b>			<b>Medical services</b>			<b>48.68</b>
Account No.  <b>Walmart Pharmacy 3801 Running Brook Farms Boulevard Johnsburg, IL 60051</b>			<b>Medical services</b>			<b>821.29</b>
Account No. <b>xxxx xxxx xxxx 3318</b>  <b>Worlds Foremost Bank NA 4800 NW 1st Street Suite 300 Lincoln, NE 68521</b>			<b>Opened 5/01/01 Last Active 6/19/14 Credit Card - Cabelas Visa</b>			<b>12,501.00</b>
Account No.						
Subtotal (Total of this page)						<b>16,760.97</b>
Total (Report on Summary of Schedules)						<b>88,288.31</b>

Sheet no. 3 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

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

**Law Office of M. Gerard Gregoire**  
200 North LaSalle Street, Suite 2650  
Chicago, Illinois 60601-1092

Fax (312) 558-9357

**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

Administrative Assistant  
312-558-9849

Shannon M. McCabe  
Lucia Montaño  
Terry A. Mueller  
John H. Mullen  
Shoshan E. Reddington  
James J. Rosemeyer  
Mark A. Sakacz  
Sal C. Trumontana  
Stacy B. Walker  
Stewart M. Zelmar

Attorney  
312-558-9821

Paralegal  
312-558-9846

January 31, 2013

Cicero, France, Barch & Alexander, P.C.  
6323 East Riverside Blvd  
Rookford, IL 61114

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

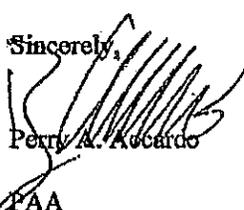
Dear Counsel:

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

FAA

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

Perry A. Accardo  
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January 31, 2013

Cicero, France, Barch & Alexander, P.C.  
6323 East Riverside Blvd  
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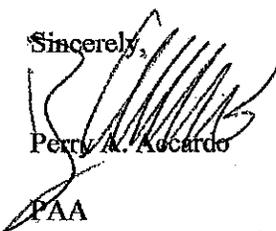
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PAA

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

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200 North LaSalle Street, Suite 2650

Chicago, Illinois 60601-1092

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January 31, 2013

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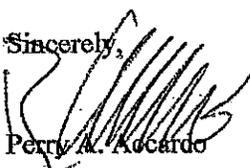
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9. None.

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Sincerely,

  
Perry A. Accardo

PAA

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

# MORSE BOLDUC & DINOS, LLC

ATTORNEYS AT LAW

Peter C. Morse  
Gregory B. Bolduc \*  
Mark Dinos \*  
Michael S. Nardulli  
Catherine A. O'Connell  
Philip C. Buntin  
Cynthia Ramirez

25 East Washington Street, Suite 750  
Chicago, Illinois 60602  
Tel: (312) 251-2577  
Fax: (312) 251-0209

Indiana Office  
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Dyer, Indiana 46311  
(866) 351-2578

Matthew J. Kowals \*  
Dean Haritos\*  
Brian C. Young  
Christopher J. Kenney  
Jason A. Maxfield  
Sarah R. Hertz  
Matthew D. Patterson

\*Also admitted in Indiana

Writer's Direct Dial  
(312) 251- 0284

Writer's E-Mail

dharitos@morseandbolduc.com

File No. 9384

August 3, 2016

Ms. Kelly N. Baudin  
The Baudin Law Group, Ltd.  
304 South McHenry Avenue  
Crystal Lake, Illinois 60014

<b>Re:</b>	<b>Insured:</b>	<b>David Gagnon</b>
	<b>Plaintiff:</b>	<b>Paul Dulberg</b>
	<b>Allstate Claim No.:</b>	<b>0245281968</b>
	<b>McHenry Co. Cause No.:</b>	<b>12 LA 178</b>
	<b>D/O/L:</b>	<b>6-28-11</b>

Dear Ms. Baudin:

Our firm represents Allstate Property and Casualty Insurance Company with respect to the insurance coverage issues raised by the lawsuit filed against Allstate's insured, David Gagnon, in McHenry County cause number 12 LA 178. It is our understanding that you have asserted Allstate's liability limits are 20% greater than what is stated on the policy's declarations page, because document number X71644-1, which is attached hereto, states that Allstate's policy provides its insured with "Coverage Cushion" that "extend[s] protection that provides reimbursement of up to 120% of [Allstate's] policy limit for covered losses." Your assertion is incorrect for a number of reasons and thus, there is only \$300,000 of liability limits available to Mr. Gagnon for the 6-28-11 incident.

First, document number X71644-1 is not part of the policy itself. The document makes that clear at the end of page 2 where it states as follows:

"[T]his document provides general information about the features of the Gold Protection package you selected. The specific details, which govern how the features apply, are shown in Allstate's rates, rules, and/or forms currently in effect..."

As you clearly could see, the document you have asserted increases Allstate's liability limits is not part of the policy. Instead, it is the policy declarations, the body of the policy and its endorsements that provide the specific details that govern the policy. Thus, the document you reference does nothing to increase Allstate's liability limits beyond what is stated on the policy declarations page.

Second, the policy, which is also attached, is void of any provision, condition or endorsement that increases Allstate's liability insurance policy limits beyond what is listed on the policy declarations page. The only place in the policy that discusses extended protection that provides reimbursement of up to 120% of Allstate policy limit is in endorsement APC270. That endorsement however makes it clear that this extended protection you are referring to only applies to first-party property damage claims for "Building Structure Reimbursement".

Accordingly, there is \$300,000 of liability limits available to Mr. Gagnon under his Allstate homeowner's policy for the 6-28-11 incident giving rise to McHenry County cause number 12 LA 178.

If you have any questions or comments, please advise.

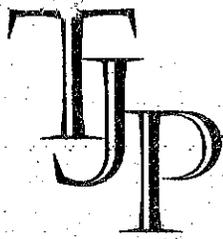
Very truly yours,

  
MORSE BOLDUC & DINOS, LLC

Dean Haritos

Enclosures

cc: Shoshan Reddington  
Karen O'Neil



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†  
DIANA M. REITER

MARK J. VOGG  
JAMES P. TUTAJ  
ROBERT J. LUMBER  
THERESA M. FREEMAN

July 24, 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 Rule 214 Request for Production directed to the Plaintiff, please be advised as follows:

1. See medical expense report itemizing bills (with bills attached) in the amount of \$7,313.43. Plaintiff is still treating and bills are coming treaters including Associates in Neurology, Dr. Frank Sek, Fox Lake Dynamic Hand Therapy, Hand Surgery Associates and Dr. Sagerman/Biafora, Mid-America Hand to Shoulder Clinic and Dr. Talerico, Northern Illinois Medical Center and Northwest Community Hospital. Investigation continues.
2. See response to No. 1 above.
3. Attached are photographs of the injuries and/or defendants or parties in the case. Investigation continues.
4. See response to No. 1 above. Medical records are attached obtained thus far from Drs. Karen Levin at Associated Neurology, Northern Illinois Medical Center, Mid-America Hand to Shoulder Clinic and Open Advanced MRI. Investigation continues.
5. See response to No. 4 above.
6. Objection, improper 214 request.
7. None known at this time. Investigation continues.

8. See response to No. 1 above.
9. None, other than the recorded statement of the Defendant, David Gagnon - transcription attached.
10. The undersigned attorney verifies and certifies that the above-responses are true and correct to the best of his belief and knowledge except where investigation continues.

Very truly yours,



HANS A. MAST

smq  
Enclosures

Dulberg

Perry A. Accardo  
Mary Jo Bonamino  
Joseph P. Callahan  
Christine Chrobak-Wastyn  
Korinne C. Collier  
Valerie E. Davis  
Tammy S. Doran  
Edward B. Elliott  
Jason E. Esparza  
Martin D. Kennelly  
Kristy M. Gonowon

**Law Office of Steven A. Lihosit**  
200 North LaSalle Street, Suite 2550  
Chicago, Illinois 60601-1014

Fax (877) 715-9317

STAFF COUNSEL

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Encompass Insurance  
Esurance Insurance Company  
All Attorneys are Employees of  
Allstate Insurance Company

This Office is not a Partnership or a Corporation

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Shoshan E. Reddington  
James J. Rosemeyer  
Caroline M. Schumann  
Mark A. Sukacz  
Sal C. Tramontana  
Stacy B. Walker

Paralegal  
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March 1, 2016

W. Randal Baudin II  
P.O. Box 1678  
Crystal Lake, IL 60039

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

Dear Counsel:

Attached please find a copy of Defendant's policy effective at the time of the occurrence.

Sincerely,



Shoshan E. Reddington

rmh

Dulberg

Perry A. Accardo  
Mary Jo Bonamino  
Joseph P. Callahan  
Christine Chrobak-Wastyn  
Korinne C. Collier  
Yulie E. Davis  
Tammy S. Doran  
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Jason E. Esparza  
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March 17, 2016

W. Randal Baudin II  
P.O. Box 1678  
Crystal Lake, IL 60039

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

Dear Counsel,

Kindly accept this as Defendant supplemental discovery disclosure. Attached please find Dr. Garg's supplemental report.

Sincerely,



Shoshan E. Reddington

rmh

RECEIVED  
MAR 10 2016  
STAFF COUNSEL

Rishi Garg, MD  
2005 South Meyers Road, Apt 319  
Oak Brook Terrace, IL 60181

**ADDENDUM**

March 4, 2016

Perry A. Accardo  
Law Offices of Steven A. Lihosit  
Attorney at Law  
200 North LaSalle Street, Suite 2550  
Chicago, Illinois 60601

Mr. Accardo,

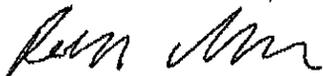
**1. Facts derived from medical review:**

I have reviewed the discovery deposition of Dr. Ford dated 11/20/13.  
I have reviewed the discovery deposition of Dr. Karen Levin taken on 10/23/13.  
I have reviewed the discovery deposition of Dr. Marcus Talerico dated 10/16/13.  
I have reviewed the discovery deposition of Dr. Scott Sagerman dated 10/15/13.

**Discussion:**

My opinion in this matter has not changed. Please let me know if I can assist you any further in this matter.

I thank you very much for allowing me to participate in the evaluation of this claimant.



Rishi Garg, MD  
Board Certified, Neurology

RG/kkj/rjk

---

# FISHER COURT REPORTING

922 North Lyford Road Rockford, IL 61107

---

November 22, 2013

Law Office of Thomas Popovich  
3415 West Elm Street  
McHenry, IL 60050

Re: Dulberg vs. Gagnon, et al.

Dear Sir:

Enclosed please find Exhibits 1 through 3 which were marked during the course of Paul Dulberg's deposition. The exhibits should have been attached to the transcript when it was sent to your office but were inadvertently left behind. My apologies for any inconvenience this has caused.

Sincerely,



Deb Fisher

Enclosures

February 17, 2016

To: Mr. W. R. Baudin II, Plaintiff Attorney  
PO Box 1678  
Crystal Lake, IL 60039-1678  
lawbaudin@gmail.com  
(815) 307-6197

From: Dr. Bobby L. Lanford, PhD  
2066 Girls Ranch Road  
Camp Hill, AL 36850  
bob@lanfordintl.com  
(406) 531-3541

Subject: Findings and Conclusions for Dulberg v. Gagnon and McGuire

After reviewing the Depositions of Mr. Dulberg and Mr. Gagnon and the chainsaw owner's manual, the following observations and conclusions were made:

Mr. Dulberg was cut on the forearm (bottom) by a chainsaw while helping Mr. Gagnon limb a pine tree on the property of Mr. Gagnon's parents – Bill and Carol McGuire. While power tools such as this chainsaw make work more efficient, they carry hazards such as experienced in this incident. Manufacturers and retailers of power equipment go to great lengths to reduce the dangers associated with such equipment through training and warnings listed in owner's manuals. The chainsaw in this incident appears from a photograph to be a EFCO MT3500 purchased by the McGuires close to the date of the incident and probably was a new saw and probably equipped with an owner's manual. Depositions from both Mr. Gagnon and Mr. Dulberg indicated that they received no additional chainsaw training. Therefore, the owner's manual and their field experience were the primary sources of instructions for the safe use of the saw.

Mr. Gagnon was the only operator of the saw and, therefore, was responsible for its use. While the saw was appropriate for the tasks involved, there are safe and unsafe activities that could have taken place. The owner's manual shows 2 bar lengths for this saw – 14 and 16 inches. It appears that the McGuires chose the 16 inch bar. For the work involved, the shorter bars would have been safer and might have prevented or reduced the injury. It appears that Mr. Gagnon performed some unsafe acts which lead to Mr. Dulberg being cut. Also, Mr. and Mrs. McGuire who owned the saw apparently did not heed the warnings posted on page 2 of the owners manual which states: "Allow persons only who understand this manual to operate your chainsaw."

Cuts with chainsaws cause more damage than those caused by power or hand tools having a thinner blade such as that of a table saw. Chainsaws are designed to take out a "kerf" of about ¼ -inch, so if someone is cut, the sides of the cut are separated by this gap (or kerf) removing a chunk of meat and causing excessive bleeding and organ damage.

From the depositions, there is no mention of safety apparel – hard hat with ear and eye protection, safety chaps or pants nor safety gloves. (See page 7 of the owners manual for proper safety apparel.)

Proper safety apparel may have eliminated or reduced the severity of the injury.

Mr. Gagnon and the McGuires' goal was to remove a tall pine tree (40 – 50 feet in height) in their yard without damaging their buildings. From depositions, Mr. Gagnon chose to delimb this tree as it stood in a vertical position. According to Mr. Dulberg, Mr. Gagnon did this by climbing and cutting off limbs as he climbed the tree using limb stubs as a ladder where he placed his feet. In the owner's manual on page 9, it tells to never cut limbs from a ladder or a tree and always cut from a firm foundation or platform. Not having seen the exact circumstances, it cannot be stated unequivocally, but my recommendations would have been to fell the tree first before trying to remove any limbs higher than could be reached safely from the ground. Once the tree has been felled on the ground, the secondary limbs could have been removed while the primary limbs were still attached to the main bole. Bucking the primary limbs into firewood lengths could also be done in a safer fashion with them attached to the bole. Doing the work in this fashion would have eliminated the conditions of where Mr. Dulberg was cut. From Mr. Gagnon's deposition, there was room to fell the pine tree with its described height.

The EFCO MT3500 has a number of features designed to operate it safely. The handle where the accelerator trigger is located has a throttle trigger lockout device that must be depressed before the engine can accelerate which means that Mr. Gagnon had a tight hold on the trigger handle when the saw accelerated before cutting Mr. Dulberg. Mr. Dulberg states in his deposition that he was holding the butt end of a primary limb, and Mr. Gagnon was removing the secondary limbs moving from the tip of that primary limb toward the butt. The accident occurred after Mr. Gagnon removed the last secondary limb and was moving toward him with the saw. The saw accelerated with the bar and chain moving upward contacting the bottom of Mr. Dulberg's arm.

There was no mention of the chain brake being used. The MT3500 has a lever mounted just forward of the front handle. This lever serves to stop and lock the cutting chain movement when pushed forward; when in the rear position, the chain travels freely on the bar. On page 8 of the owners manual, it is recommended that the chain brake be set whenever the operator moves from place to place. Also, the bar should be facing to the rear of the direction of travel so that the sawyer would not fall on the bar and chain if he were to trip and fall. This applies directly to this incident. If Mr. Gagnon had set his chain brake and/or put the bar in a rearward position as he finished cutting the last secondary limb, Mr. Dulberg would not have been cut.

The MT3500 comes with a saw chain designed to reduce kickback. Kickback is a violent upward action of a chainsaw bar when the chain on the upper quadrant of the bar's tip comes in contact with an object. While this chain does not completely eliminate kickback, it helps. It is assumed here that the chain supplied by the manufacturer had not been replaced. In addition, if the saw chain had come in contact with some object that caused a kickback, the chain brake would have instantly stopped the chain as the bar traveled vertically and Mr. Gagnon's hand activated the chain brake. This brake activation would probably have protected Mr. Dulberg. Therefore, it is doubtful that a kickback occurred.

Page 7 of the owner's manual recommends that other people (bystanders) be kept at least 35 feet from someone operating a chainsaw. This is because the chainsaw operator should be focusing his attention on his task, not bystanders. Chainsaws are noisy and anyone around them should be wearing ear protection thus muffling emergency calls for help. It is recommended that bright clothing be worn by all bystanders and operators to help operators see people who might inadvertently move into the danger

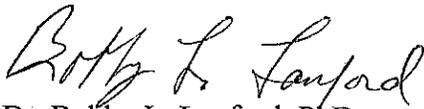
zones. This distance of 35 feet may be a bit overcautious, but the intent is to keep bystanders beyond the reach of the saw, limbs or trees being cut. The operator is the person in control of his saw and responsible for whatever results from his cutting. When trees are being felled, bystanders should be beyond the height of the tree; 2 tree heights is the recommended distance. If this rule had been followed, Mr. Dulberg would not have been cut.

Page 7 of the owner's manual has some additional recommendations that might apply to this incident. Cutting with chainsaws is fatiguing even for professional sawyers who use their saws everyday. For the occasional operator, chainsaw work can be very exhaustive. In this incident, Mr. Gagnon not only used a chainsaw when he was not accustomed to using one, but he also climbed a tree and delimbed it as he climbed. By the time Mr. Gagnon stop limbing and started removing secondary limbs from the primary limbs, he must have been very fatigued even with frequent breaks as described by Mr. Dulberg. The warning of the owner's manual not to cut when fatigued is very important in that fatigue impairs judgment, reduces response time and probably impairs reflexive actions. Simply put, we make mistakes when we are tired.

Another factor of this incident may have been a loose chain. New saw chains stretch when first used. This saw was probably new; this may have been its first application. The owner's manual discussed how to tension the chain on page 17 and describes proper break-in of the chain. The chain should have been tightened after the engine had become warm and later after some use. A loose chain might jump off the bar. Pertinent to this incident was that a loose chain will not decelerate as fast as a properly tightened one. Without the chain brake engaged, the chain continues to travel along the bar until it naturally comes to a stop. Mr. Dulberg said he tried to move away from the saw chain but could not escape its travel path. With a properly tensioned chain, it may have stopped before contacting his arm or at least been traveling at a slower speed and caused less damage to his arm.

After the review of the above evidence, it is my opinion that Mr. Gagnon was fully responsible for this accident and his parents – the McGuires – were also somewhat responsible by letting their son, Mr. Gagnon, use their chainsaw – a potentially dangerous tool – without enforcing the warnings and instructions available in the owner's manual. Mr. Gagnon was in full control of the saw and Mr. Dulberg was his assistant. Mr. Gagnon could have prevented this accident by following the instructions given in the owner's manual. The instructions in the owner's manual are quite clear and unambiguous, and if followed, would have prevented this accident. Mr. Gagnon admits that he was relatively inexperienced in the use of chainsaws, and therefore, should have been more careful while using such a potentially dangerous tool.

Respectfully submitted,



Dr. Bobby L. Lanford, PhD

# 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

DARIA A. FOULKER

SARWAY B. HANIF

TELEPHONE: (815) 288-4949

FACSIMILE: (815) 288-3068

E-MAIL: HEEG@eqblc.com



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

**FAXED**  
2-16-15

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 23<sup>rd</sup>. 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

# EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC

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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 final 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.

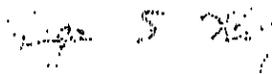
Thomas J. Popovich, P.C.

2

January 6, 2015

Very truly yours,

EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC



Megan G. Heeg

MGH/kme  
Enclosure

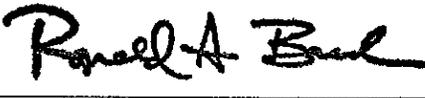
STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
 )  
 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

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)

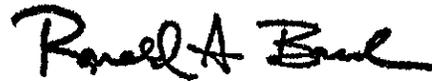
Cicero, France, Barch & Alexander, P.C.  
6323 East Riverside Blvd.  
Rockford, IL 61114  
815/226-7700 fax: 815/226-7701

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.

  
\_\_\_\_\_

Cicero, France, Barch & Alexander, P.C.  
6323 East Riverside Blvd.  
Rockford, IL 61114  
815/226-7700 fax: 815/226-7701

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**McGUIRE DEFENDANTS' MOTION TO VACATE PROTECTIVE ORDER**

Defendants, CAROLYN McGUIRE and BILL McGUIRE, by their attorneys, Cicero, France, Barch & Alexander, PC, hereby 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.

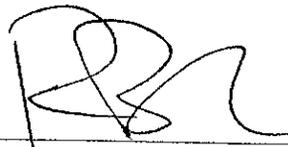
11. No prejudice will result to Plaintiff or Defendant Gagnon should this Court vacate the Amended Protective Order.

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)

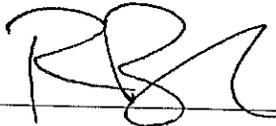
**CERTIFICATE OF SERVICE**

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)

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**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**

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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 1/25/13.



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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**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)

**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:

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.**

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.



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

Prepared by Hans A. Mast

Attorney for Plaintiff

Attorney for Plaintiff

Address 3416 W. Elm Street

Attorney Registration No. 06203684

City, State Zip McHenry, IL 60050

Telephone 815-344-3797

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

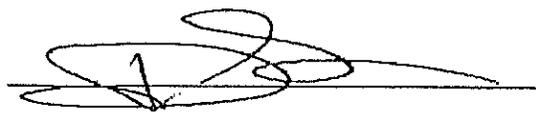
MDS INVESTIGATIONS, INC.

P.O. Box 309

McHenry, IL, 60051

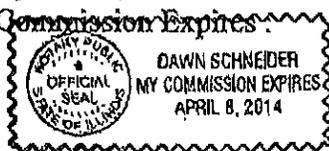
(815) 344-4657 (800) 988-6374 , (815) 344-4831

Subscribed and Sworn to before me,  
June 4, 2012,



Notary Public, State of Illinois

My Commission Expires:



Our Job Serial Number: 59136

NAME

Dulberg, Paul

ADDRESS

8-10-11

here for NCV's → normal.

DATE

This is brachial nerve injury  
main median & ulnar nerves are ok.  
Likely will improve somewhat  
of next 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 in it  
aggravates the pain & sets it off all day

He is feeling for disability for disc disease  
& wanted to make sure this isn't  
related to that

Exam: ↓ strength <sup>in</sup> extensor (R) 4th digit abductor

Normal ad duction

c flexion of 5<sup>th</sup> digit ↑ pain in arm  
scar is raised ? bump on end.

Imp will ✓ MRI forearm to R/O neuroma  
R/O disruption of tendon or nerve  
Rx p MRI. 15 min spent o pt

NAME

Dulberg, Paul

ADDRESS

DATE

9-13-12 here for results MRI @.

I do not know why pt has continued symptoms not sure why when he bends his little finger 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 Popovich PC / Hans Malet, 3416 W Elm Street MCHENNAI, 60059 (AK)

5-16-12 here for Fel. I spoke @ Dr. Sagerman & he wanted list pt on neuropathic pain med,

Mr. Dulberg doesn't think the strength is improving. He also can't see the pain is that bad. It only lasts a few seconds.

Doing PT anything of smaller caliber during the pain on right @ the 3000 sit wearing wrist splint @ night sleep will add Gabapentin for the 300mg QHS for 1 week then B/D

call 2 wks or sooner if side effects

6/11/12 PC from pt - he did some gardening work 2d ago and now his sx's are tingling. Per KPL - ↑ gabapentin to 600mg bid. PT notified

6/11/12 PC from pt - he is still noticing freq. twinges of pain / discomfort from the procedure he uses the med. Per KPL - ↑ to 600mg TID bid and call eff. in 2 wks if needed. PT notified.

DATE: 7.28.2011

ASSOCIATED NEUROLOGY, S.C.

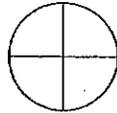
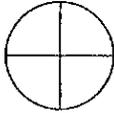
NAME *Dulberg, Paul*

M  F

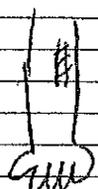
R  L HANDED

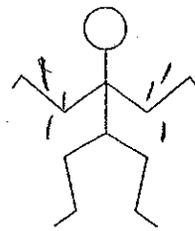
MENTAL STATUS

- 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



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

- R **COORDINATION**  L
- FNF
  - HKS
  - RAPID ALTERNATING MOVEMENTS
  - TONGUE
  - HANDS
  - FINGERS
  - FOOT

	<i>sitting</i>	
	SUPINE	STANDING
BP	<i>104/68</i>	<i>104/68</i>
HR	<i>16</i>	

# HEALTH QUESTIONNAIRE

ASSOCIATED NEUROLOGY, S.

Patient's Name: Dulberg, 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.*

<input checked="" type="checkbox"/> Headaches <input type="checkbox"/> Dizzy or <input type="checkbox"/> Fainting Spells <input type="checkbox"/> Decreased Hearing <input type="checkbox"/> Ringing In Ear <input type="checkbox"/> Falling Vision <input type="checkbox"/> Eye Pain <input type="checkbox"/> Double or <input type="checkbox"/> Blurred Vision <input type="checkbox"/> Hoarseness <input type="checkbox"/> Difficulty Swallowing <input type="checkbox"/> Convulsions/Seizures <input type="checkbox"/> Stroke <input type="checkbox"/> Head Injury <input type="checkbox"/> Tremor/Hands Shaking <input checked="" type="checkbox"/> Muscle Weakness <input checked="" type="checkbox"/> Numbness/Tingling Sensations <input type="checkbox"/> Back Pain <input type="checkbox"/> Foot Pain <input type="checkbox"/> Cold Numb Feet <input type="checkbox"/> Difficulty Sleeping <input type="checkbox"/> Memory Loss <input type="checkbox"/> Phobias <input type="checkbox"/> Difficulty Walking <input type="checkbox"/> Difficulty Speaking <input type="checkbox"/> Imbalance <input checked="" type="checkbox"/> Neck Pain <input type="checkbox"/> Facial Pain <input type="checkbox"/> Meningitis/Encephalitis <input type="checkbox"/> Weight Loss or <input type="checkbox"/> Gain <input type="checkbox"/> Unusual Fatigue/Loss of Energy <input type="checkbox"/> Frequent Ear Infections <input type="checkbox"/> Glaucoma <input type="checkbox"/> Cataracts	<input type="checkbox"/> Frequent Nosebleeds <input type="checkbox"/> Sinus Pain <input type="checkbox"/> Sore Throat <input type="checkbox"/> Teeth/Gum Pain/Bleeding <input type="checkbox"/> Chronic Cough <input type="checkbox"/> Hay Fever/Allergies <input type="checkbox"/> Pneumonia/Pleurisy <input type="checkbox"/> Bronchitis/Emphysema <input type="checkbox"/> Asthma/Wheezing <input type="checkbox"/> Shortness of Breath: <input type="checkbox"/> On Exertion <input type="checkbox"/> Lying Flat <input type="checkbox"/> Chest Pain or Tightness <input type="checkbox"/> High Blood Pressure <input type="checkbox"/> Heart Murmur <input type="checkbox"/> Irregular Pulse <input type="checkbox"/> Palpitations <input type="checkbox"/> High Cholesterol/Fat <input type="checkbox"/> Swollen Ankles <input type="checkbox"/> Blood Clots <input type="checkbox"/> Calf Pain When Walking <input type="checkbox"/> Varicose Veins/Phlebitis <input type="checkbox"/> Loss of Appetite (recent) <input type="checkbox"/> Indigestion/Heartburn <input type="checkbox"/> Persistent Nausea/Vomiting <input type="checkbox"/> Peptic Ulcer/Abdominal Pain <input type="checkbox"/> Gall Bladder Trouble <input type="checkbox"/> Jaundice/Hepatitis <input type="checkbox"/> Change in Bowel Habits <input checked="" type="checkbox"/> Diarrhea <input checked="" type="checkbox"/> Constipation	<input type="checkbox"/> Bowel Polyps <input type="checkbox"/> Crohn's/Colitis <input type="checkbox"/> Tuberculosis Stools: <input type="checkbox"/> Bloody <input type="checkbox"/> Black <input type="checkbox"/> Pale <input type="checkbox"/> Herpes <input type="checkbox"/> AIDS (HIV) <input type="checkbox"/> Hemorrhoids <input type="checkbox"/> Hernia <input type="checkbox"/> Contact w/Blood or Body Fluids <input type="checkbox"/> Urine Infections (frequent) <input type="checkbox"/> Blood Transfusions Urination: <input type="checkbox"/> Overnight > twice <input type="checkbox"/> Sexual Problems <input type="checkbox"/> Painful <input type="checkbox"/> Bloody <input type="checkbox"/> No Control <input type="checkbox"/> Males: <input type="checkbox"/> Prostate <input type="checkbox"/> PSA Test <input type="checkbox"/> D e in Force/Flow <input type="checkbox"/> Females: <i>Please complete rest.</i> <input type="checkbox"/> Kidn: <u>ies</u> <input type="checkbox"/> Menstrual Flow: <input type="checkbox"/> Venereal Disease/Genital Warts Age Started _____ <input type="checkbox"/> Urethral Discharge <input type="checkbox"/> Reg. <input type="checkbox"/> Irreg. <input type="checkbox"/> Pain/Cramps <input type="checkbox"/> Anemia <input type="checkbox"/> Bruise Easily Days of Flow _____ <input type="checkbox"/> Cancer (Type) _____ Length of Cycle _____ Days <input type="checkbox"/> Diabetes <input type="checkbox"/> Excessive Thirst 1st Date of Last Period _____ <input type="checkbox"/> Thyroid Disease Number of: <input type="checkbox"/> Arthritis/Rheumatism _____ Pregnancies _____ Abortions _____ <input type="checkbox"/> Bone Fracture/Joint Injury _____ Miscarriages _____ Live Birth _____ <input type="checkbox"/> Gout <input type="checkbox"/> Osteoporosis <input type="checkbox"/> Pain/Bleeding During Sex <input type="checkbox"/> Rashes <input type="checkbox"/> Hives Birth Control Method _____ <input type="checkbox"/> Eczema <input type="checkbox"/> Psoriasis If B.C. Pill, Name _____ <input type="checkbox"/> Nervousness <input type="checkbox"/> Depression <input type="checkbox"/> Infertility History <input type="checkbox"/> Moodiness <input type="checkbox"/> Excessive Stress <input type="checkbox"/> Flushing/Menopause <input type="checkbox"/> Mental Illness Date of Last PAP Test _____ <input type="checkbox"/> Chicken Pox <input type="checkbox"/> Polio <input type="checkbox"/> Mumps <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal <input type="checkbox"/> Measles <input type="checkbox"/> German Measles Date of Last Mammogram _____ <input type="checkbox"/> Lyme Disease <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal <input type="checkbox"/> Rheumatic Fever <input type="checkbox"/> Scarlet Fever
---	--	--

**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
	<u>feet arm</u> <u>ALVER NERVE TRANS</u>				

<b>MEDICATIONS</b>	<u>NAPROXIN</u>	<b>DRUG ALLERGIES</b>
<i>List all that you take include those you buy without a prescription.</i>		<u>NONE</u>

**FAMILY HISTORY** *If any blood relative has suffered any of the following, please check below and indicate which relative.*

<input type="checkbox"/> Epilepsy (Seizures) <input type="checkbox"/> Migraine Headaches <input type="checkbox"/> Stroke <input type="checkbox"/> Other Neurologic Disease <input type="checkbox"/> Mental Illness	<input type="checkbox"/> Glaucoma <input type="checkbox"/> Diabetes <input type="checkbox"/> Thyroid Goiter <input type="checkbox"/> Hay Fever <input type="checkbox"/> Asthma	<input type="checkbox"/> Anemia <input type="checkbox"/> Bleeds Easily <input type="checkbox"/> Clotting Disorder <input type="checkbox"/> Arthritis <input type="checkbox"/> Heart Disease	<input type="checkbox"/> High Blood Pressure <input type="checkbox"/> High Cholesterol <input type="checkbox"/> Alcoholism <input type="checkbox"/> Genetic Disease <input type="checkbox"/> Cancer (Type) _____
--	--	---	--

**HABITS**

Cigarettes: 1 Packs/Day for 20 Years    Alcohol: 0 Drinks/Week    Coffee: 2 Cups/Day    Regular Exercise:  Yes  No

Quit Smoking: \_\_\_\_\_ Years Ago    Street Drugs: NONE

**TESTS/EXAMS (Year of Last One)**

Cholesterol _____ Rectal _____ T.B. Test _____	Sugar _____ Chest X-Ray _____ Eye Exam _____	Other Blood Tests _____ Cardiogram _____ Dental Exam _____
--	--	--

*Have you had any of these tests done? If so, please check and indicate year.*

<input type="checkbox"/> Angiogram _____ <input type="checkbox"/> CT Scan of Head _____ <input type="checkbox"/> CT Scan of Neck _____ <input type="checkbox"/> CT Scan of Lower Back _____	<input type="checkbox"/> MRI Scan of Head _____ <input type="checkbox"/> MRI Scan of Neck _____ <input type="checkbox"/> MRI Scan of Lower Back _____ <input type="checkbox"/> Neck X-Rays _____	<input type="checkbox"/> Lumbar Puncture (Spinal Tap) _____ <input type="checkbox"/> EEG (Brain Wave) _____ <input type="checkbox"/> EMG _____ <input type="checkbox"/> Myelogram _____
--	---	--

TELEPHONE: (847) 549-0055

DEA # BL3912652  
NPI #1811930811

KAREN F. LEVIN, MD

1900 HOLLISTER DR., SUITE 250

LIBERTYVILLE, IL 60048

Name Paul Dulberg Date 5-16-12

Address \_\_\_\_\_

R

Neurontin 300 mg  
dis #60 (sixty)  
T po BID

Label

Refill - 0 - 1 - 2 - 3 - 4 - PRN

May Substitute [Signature], M.D.

May Not Substitute \_\_\_\_\_, M.D.

ASSOCIATED NEUROLOGY, S.C.

Roundlake

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

slp trauma R/o neuroma or nerve or tendon disruption

MRI

Brain

With Contrast

C-Spine

Without Contrast

T-Spine

anesthesiology administer sedation is medically necessary because of

LS-Spine

MRA

Intracranial

MRI upper ext. (R) non joint C & S good

Extracranial

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.

Date

1-30-12  
Dulberg 004236

**MEDICAL HISTORY**

Initial Symptoms Onset: Immediate Gradual Date of Injury 6/28/2011

41 Year old R/L/A handed F/M:  
 Patient is 5 month old of location. Chain saw 2 1/2 inch hole in forearm & it was sutured @ the ER. Pt was no bone or major nerve damage. Patient here due to shooting pains up & down arm & sleep disturbance also interfering with work.  
 DR LEVIN thinks nerve damage or tendon.  
40% of arm change @ initial date of injury

**Current Symptoms**

Location: <u>Right FOREARM/ULNAR SIDE</u>	Left <u>-</u>
Pain: <u>Mild</u> <u>Moderate</u> <u>Severe</u> <u>2/3</u> @ rest @	Mild <u>Moderate</u> <u>Severe</u>
<u>Intermittent</u> <u>Continuous</u>	<u>Intermittent</u> <u>Continuous</u>
<u>Sleep disturbance</u>	<u>Sleep disturbance</u>
Sensory: Th <u>IMRS</u> <u>7/8</u>	Sensory: Th <u>IMRS</u>
<u>Intermittent</u> <u>Continuous</u>	<u>Intermittent</u> <u>Continuous</u>
<u>Numbness</u> <u>Tingling</u> <u>Paresthesias</u>	<u>Numbness</u> <u>Tingling</u> <u>Paresthesias</u>
Other: <u>Swelling</u>	<u>Swelling</u>
<u>Stiffness</u>	<u>Stiffness</u>
<u>Triggering</u>	<u>Triggering</u>
<u>Creptus</u>	<u>Creptus</u>
<u>Cold intolerance</u>	<u>Cold intolerance</u>
<u>Color Change</u>	<u>Color Change</u>
<u>Mass</u>	<u>Mass</u>

(Numbness  
karen levin)  
 (R) volar  
medial  
forearm  
 Gub/wos  
8/11

Previous similar symptoms/injury: No Yes \_\_\_\_\_

**Treatment to date:**

Tetanus: 6-28-2011 Therapy: \_\_\_\_\_

Current Medications: Antibiotics \_\_\_\_\_ NSAIDs \_\_\_\_\_ Pain Medication NAPROXIN for NECK 5 degenerative discs in neck.

Steroids Injections: No Yes \_\_\_\_\_

Splint/cast: No Yes \_\_\_\_\_

Previous Surgery: No Yes ULNAR NERVE TRANSPOSITION left arm

**Previous tests and results**

EMG/NCV: Yes DR. LEVIN Arthrogram: No Yes \_\_\_\_\_  
 MRI: No Yes \_\_\_\_\_ Bone Scan: No Yes \_\_\_\_\_  
 X-Ray: Yes 6/28/11 CAT scan: No Yes \_\_\_\_\_

Height 5'10" Weight 165 BMI \_\_\_\_\_

Occupation/Hobbies: Graphic designer OT

Referred By DR. LEVIN Age 41

Examined in the presence of (R) Date 12/21/11

Name: DOLBERG, PAUL

- intermittent shooting pain  
 - N/T intermittent tingling + small gap weakness & endurance  
 - therapy  
 (+) numbness  
 (-) forearm

NAME

Dulberg, Paul

ADDRESS

2-4-13

DATE

Exam normal

Imp: ① migraine - use Frova (#2)  
Moxall 10mg (#2)  
Relpar (#2)

Call c which one works best.

② parathenas - continue Gabapentin 900mg BID

5/29/13 PC from pt. He had a severe migraine last night & tried samples but all he did was upset them up. Pt lost his bowels too. Pt stated he just "passed out from pain" last night and awoke this morning w/ no pain - but a numb feeling. Pt not sure how to prevent next episode. Per KFC - pt can try Zomig NS. Samples given to pt. midm

8/12/13 PC from pt - he was taking the gabapentin 900mg 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. rec he restart as well. Per KFC - pt needs an appt. appt made midm

8-14-13 here for F4. had been doing well so he self stopped taking the Gabapentin. He has been noticing spells of tingling & burning across scap area then notices contraction in scap area & his entire hand including wrist area contracts & curls up. Spasms a few seconds even @ other times he thinks the strength is bad. He said Dr. Sagerman told him in past that there was a lot of scar tissue left.

Now says he had spells like this since injury only rarely now having it several times a day.

NAME

Sulberg, Paul

ADDRESS

8-1413

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 well  
 restart it @ 300 BID. warned him not  
 to stop "cold turkey" would need tapering  
 call 2 weeks for possible ↑.

OK [Signature]

9.25.13 Pt called Saw Dr. Kugawa today and was told  
 to call us to up his Gabapentin to 1800 mg per day. Explained  
 to Pt when we received report from Dr Kugawa we  
 would call him back with KTD recommendations.

9/30/13 Explained to pt that it is in his best  
 interest to have Dr Kugawa manage his care from  
 this point. We has more to offer pt. Pt verbal  
 understanding + will pt i [Signature]

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: November 20, 2013

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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
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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
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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 .....	<u>90.00</u>	
<b>Total .....</b>		<b>\$9,319.00</b>

Northwest Community Hospital  
 25709 Network Place  
 Chicago, IL 60673  
 847-618-4747 - Acct. 71265382

07/09/12 .....	\$6,366.00	\$6,366.00
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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
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Alexian Brothers Medical Group  
 PO Box 5588  
 Belfast, ME 04915-5500  
 847-506-6622 - Acct. 315684A380

09/25/13 .....	\$153.00	\$153.00
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Walgreens  
 3925 W. Elm Street  
 McHenry, IL 60050  
 815-363-0722

06/28/11 .....	\$48.68	\$48.68
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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 .....	<u>126.68</u>	
<b>Total .....</b>		<b>\$821.29</b>

TOTAL EXPENSES: ..... \$58,367.72

Misc Expenses

Medical Supplies ..... \$19.61

Total Misc. Expenses ..... \$19.61

TOTAL ALL EXPENSES ..... \$58,387.33

**Insurance**

Med Primary: APEX HEALTHCARE INC - FAMILY HEALTH NETWORK (MEDICAID HMO)  
 Insurance # : 921912416  
 Med Cash: SLIDING FEE SCHEDULE - DISCOUNT  
 Prescription: CMX - Member is eligible. details

**Chief Complaint**

Followup: Organic writer's cramp  
 Followup: Acquired torsion dystonia

**HPI**

Here alone.  
 R forearm discomfort present, but continues to be improved with Neurontin.  
 Did not switch to 600 mg tabs due to his concern of being unable to cut the tabs.  
 Under "lots of stress" and not eating (decreased appetite), not sure how much he lost but clothes now loose; disability lawsuit continues and had to file for bankruptcy.

**Vitals**

None recorded.

**Allergies**

Allergies not reviewed (last reviewed 02/06/2014)  
 NKDA

**Medications****Reviewed Medications**

Name	Date
alfuzosin ER 10 mg tablet,extended release 24 hr	02/11/15 filled
fluoxetine 20 mg capsule 1 tab at 6a & 6p <b>Internal Note:</b> per psychiatrist Dr. McMasters, stopped again in Feb 2014 ("cant afford it") <b>Note:</b> stopped on his own in September 2013	09/25/13 entered
naproxen 500 mg tablet 1 tab at 6am & 6pm	01/07/15 filled
Neurontin 600 mg tablet 1.5 tabs at 8a and 12noon, and 2 tabs at bedtime; scored-tabs <b>Note:</b> never started this dose due to concern of cutting scored pills	11/06/14 prescribed
oxybutynin chloride ER 5 mg tablet,extended release 24 hr Take 1 tablet(s) every day by oral route.	01/07/15 filled
tamsulosin ER 0.4 mg capsule,extended release 24 hr daily	12/05/14 filled
tizanidine 4 mg tablet daily for neck spasms <b>Internal Note:</b> Dr. Naemeka Onwuta	11/06/14 entered
Vitamin D3 2,000 unit tablet 2 1/2 tabs daily	11/06/14 entered

**Problems**

- Acquired torsion dystonia
- Organic writer's cramp

**Family History**

Family History not reviewed (last reviewed 09/25/2013)  
 Father - Malignant neoplastic disease (died age: 68)  
           - pancreatic (previously recorded as Cancer)  
 Sister - Malignant neoplastic disease  
           - lymphatic cancer (previously recorded as Cancer)

**Social History**

Social History not reviewed (last reviewed 09/25/2013)  
**neuro**

Dulberg 004244

Smoking Status: Current every day smoker.  
Alcohol intake: (Notes: very rare).  
Occupation: graphic design (Notes: last day of work 2 yrs ago).  
Marital status: Single.  
Number of children: 0.  
Smoker ( ) (Notes: <1PPD).

#### Document Review

**Discussed the following results:**

- Clinical Document - 11/10/14  
Notes - Botox PAP

#### ROS

None recorded.

#### Physical Exam

None recorded.

#### Assessment / Plan

1. post-traumatic dystonia of RUE (writer's cramp)
2. chronic pain syndrome (dysesthesia) that may worsen with intermittent R hand dystonia

**1. Organic writer's cramp**

333.84: Organic writers' cramp

**2. Acquired torsion dystonia**

333.79: Other acquired torsion dystonia

#### Discussion

##### Discussion Notes

1. will continue to hold on Botox since it did not improve painful spasms (but did weaken hand muscles)
2. continue Neurontin for neuropathic pain; ok to stay on 300 mg tabs (10 tabs/day)
3. f/u in 6 months

#### Return to Office

- Kathy Kujawa, MD for FOLLOW UP- 45 MIN at ABMG - ALEXIAN NSI EMR on 09/15/2015 at 09:00 AM

#### Encounter Sign-Off

Encounter signed-off by Kathy Kujawa, MD, 03/10/2015.

Encounter performed and documented by Kathy Kujawa, MD

Encounter reviewed & signed by Kathy Kujawa, MD on 03/10/2015 at 11:29am

#### Encounter Date: 11/06/2014

#### Patient

Name	DULBERG, PAUL (44, M) ID# 315684	Appt. Date/Time	11/06/2014 01:00PM
DOB	03/19/1970	Service Dept.	ABMG - ALEXIAN NSI EMR
Provider	KATHY KUJAWA, MD		
Insurance	Med Primary: MEDICAID-IL: ILLINOIS DEPARTMENT OF PUBLIC AID Insurance # : 921912416 Med Cash: SLIDING FEE SCHEDULE - DISCOUNT Prescription: SURESCRIPTS LLC - This member could not be found in the payer's files. Please verify coverage and all member demographic information. details		

#### Chief Complaint

Followup: Organic writer's cramp

#### HPI

**\*HPI Text Box**

Reported by patient.

**Notes:**

Here for follow up of post traumatic dystonia and resultant chronic pain syndrome, last seen 8/14/14. Reports "significant" improvement in burning pain in medial aspect of forearm ("30-40%") with current dose of gabapentin (3,000mg/day), but can still be problematic.

Right hand "feels swollen" today.

Still has intermittent right wrist/finger spasms.

Went to Centegra ER 2x since last visit; worsening of chronic neck pain in August after trying to restrain his large dog,

Dulberg 004245

then 1 month ago for severe migraine HA.

## Vitals

**Wt:** 168 lbs 11/06/2014  
01:18 pm

**Ht:** 5 ft 8 in 11/06/2014  
01:18 pm

**BMI:** 25.5 11/06/2014  
01:18 pm

**BP:** 110/70 sitting R  
arm 11/06/2014  
01:20 pm

**Pulse:** 68 bpm regular  
11/06/2014 01:20 pm

**RR:** 18 11/06/2014 01:20  
pm

**Pain Scale:** 0 11/06/2014 01:18  
pm

## Allergies

Allergies not reviewed (last reviewed 02/06/2014)  
NKDA

## Medications

### Reviewed Medications

Name	Date
<b>fluoxetine 20 mg capsule</b> 1 tab at 6a & 6p <b>Internal Note:</b> per psychiatrist Dr. McMasters, stopped again in Feb 2014 ("cant afford it") <b>Note:</b> stopped on his own in September 2013	09/25/13 entered
<b>gabapentin 300 mg capsule</b> as directed up to 10 tabs/day <b>Internal Note:</b> 900-900-1200 (3000mg/day) <b>Note:</b> stopped in January 2014 (ran out), restarted May 2014, increased in August 2014	08/14/14 prescribed
<b>naproxen 500 mg tablet</b> 1 tab at 6am & 6pm	09/25/13 entered
<b>Neurontin 600 mg tablet</b> 1.5 tabs at 8a and 12noon, and 2 tabs at bedtime; scored-tabs	11/06/14 prescribed
<b>oxybutynin chloride ER 5 mg tablet,extended release 24 hr</b> Take 1 tablet(s) every day by oral route.	11/06/14 entered
<b>tamsulosin ER 0.4 mg capsule,extended release 24 hr</b> daily	11/06/14 entered
<b>tizanidine 4 mg tablet</b> daily for neck spasms <b>Internal Note:</b> Dr NNaemeka Onwuta	11/06/14 entered
<b>Vitamin D3 2,000 unit tablet</b> 21/2 tabs daily	11/06/14 entered

## Problems

- Acquired torsion dystonia
- Organic writer's cramp

## Family History

Family History not reviewed (last reviewed 09/25/2013)

- Father - Malignant neoplastic disease (died age: 68)  
- pancreatic (previously recorded as Cancer)
- Sister - Malignant neoplastic disease  
- lymphatic cancer (previously recorded as Cancer)

## Social History

Social History not reviewed (last reviewed 09/25/2013)

**neuro**  
Smoking Status: Current every day smoker.  
Alcohol intake: (Notes: very rare).

Occupation: graphic design (Notes: last day of work 2 yrs ago).  
Marital status: Single.  
Number of children: 0.  
Smoker ( ) (Notes: <1PPD).

## ROS

None recorded.

## Physical Exam

None recorded.

## Assessment / Plan

1. post-traumatic dystonia of RUE (writer's cramp)
2. chronic pain syndrome (dysesthesia) that may worsen with intermittent R hand dystonia

### 1. Organic writer's cramp

333.84: Organic writers' cramp

- Neurontin 600 mg tablet - 1.5 tabs at 8a and 12noon, and 2 tabs at bedtime; scored-tabs Qty: 150 tablet(s)  
Refills: 11 Pharmacy: QOL MEDS—MCHENRY

### 2. Acquired torsion dystonia

333.79: Other acquired torsion dystonia

## Discussion

### Discussion Notes

1. will continue to hold on Botox since it did not improve painful spasms (but did weaken hand muscles)
2. continue Neurontin for neuropathic pain; will switch to 600 mg scored-tabs in an effort to decrease pill-burden
3. f/u in 3-4 months

## Return to Office

- Kathy Kujawa, MD for BOTOX INJECTIONS - 45 MIN at ABMG - ALEXIAN NSI EMR on 03/10/2015 at 09:00 AM

## Encounter Sign-Off

Encounter signed-off by Kathy Kujawa, MD, 11/06/2014.

Encounter performed and documented by Kathy Kujawa, MD

Encounter reviewed & signed by Kathy Kujawa, MD on 11/06/2014 at 5:27pm

## Encounter Date: 08/14/2014

### Patient

<b>Name</b>	DULBERG, PAUL (44, M) ID# 315684	<b>Appt. Date/Time</b>	08/14/2014 02:30PM
<b>DOB</b>	03/19/1970	<b>Service Dept.</b>	ABMG - ALEXIAN NSI EMR
<b>Provider</b>	KATHY KUJAWA, MD		
<b>Insurance</b>	Med Primary: MEDICAID-IL: ILLINOIS DEPARTMENT OF PUBLIC AID Insurance # : 921912416 Med Cash: SLIDING FEE SCHEDULE - DISCOUNT Prescription: SURESCRIPTS LLC - This patient could not be found on the payor's files. Either the patient is ineligible or demographic information included in the inquiry (e.g., member ID) does not match the payor's files. details		

## Chief Complaint

Followup: Organic writer's cramp

## HPI

### \*HPI Text Box

Reported by patient.

### Notes:

Here for f/u of writer's cramp/post-traumatic dystonia.

Burning pain improved with re-start of gabapentin, but still problematic.

Botox injection "worked" since he was unable to pick up a coffee cup 1 week post-Botox, but did not improve pain.

Pain in forearm occurs first, followed by involuntary flexion of wrist.

## Vitals

**Wt:** 168 lbs 08/14/2014  
02:42 pm

**Ht:** 5 ft 8 in 08/14/2014  
02:42 pm

**BMI:** 25.5 08/14/2014  
02:42 pm  
Dulberg 004247

BP: 112/60 sitting R  
arm 08/14/2014  
02:46 pm

Pulse: 78 bpm regular  
08/14/2014 02:46 pm

RR: 18 08/14/2014 02:46  
pm

Pain Scale: 0 08/14/2014 02:42  
pm

## Allergies

Allergies not reviewed (last reviewed 02/06/2014)  
NKDA

## Medications

### Reviewed Medications

Name	Date
<b>cyclobenzaprine 10 mg tablet</b> TK 1 T PO UP TO TID PRN FOR MUSCLE SPASM <b>Internal Note:</b> for neck spasm taken only for 5 days	07/17/14 filled
<b>Fish Oil</b> 1200mg daily	09/25/13 entered
<b>fluoxetine 20 mg capsule</b> 1 tab at 6a & 6p <b>Internal Note:</b> per psychiatrist Dr. McMasters, stopped again in Feb 2014 ("cant afford it") <b>Note:</b> stopped on his own in September 2013	09/25/13 entered
<b>gabapentin 300 mg capsule</b> as directed up to 10 tabs/day <b>Note:</b> stopped in January 2014 (ran out), restarted May 2014, increased in August 2014	08/14/14 prescribed
<b>naproxen 500 mg tablet</b> 1 tab at 6am & 6pm	09/25/13 entered

## Problems

- Acquired torsion dystonia
- Organic writer's cramp

## Family History

Family History not reviewed (last reviewed 09/25/2013)

- Father - Malignant neoplastic disease (died age: 68)  
- pancreatic (previously recorded as Cancer)
- Sister - Malignant neoplastic disease  
- lymphatic cancer (previously recorded as Cancer)

## Social History

Social History not reviewed (last reviewed 09/25/2013)

**neuro**  
Smoking Status: Current every day smoker.  
Alcohol intake: very rare.  
Occupation: graphic design last day of work 2 yrs ago.  
Marital status: Single.  
Number of children: 0.  
Smoker () <1PPD.

## Document Review

Discussed the following orders:

- gabapentin 300 mg capsule - 08/14/14

## ROS

None recorded.

## Physical Exam

None recorded.

## Assessment / Plan

1. post-traumatic dystonia of RUE (writer's cramp)
2. chronic pain syndrome (dysesthesia) that may worsen with intermittent R hand dystonia

Dulberg 004248

**1. Organic writer's cramp**

333.84: Organic writers' cramp

- gabapentin 300 mg capsule - as directed up to 10 tabs/day Qty: 300 capsule(s) Refills: 5 Pharmacy: QOL MEDS--MCHENRY

**2. Acquired torsion dystonia**

333.79: Other acquired torsion dystonia

**Discussion**

**Discussion Notes**

1. will hold on Botox today since it did not improve spasms
2. will continue to slowly increase Neurontin for neuropathic pain (see instructions given to patient)
3. f/u in 8-12 weeks

**Return to Office**

- Kathy Kujawa, MD for FOLLOW UP- 45 MIN at ABMG - ALEXIAN NSI EMR on 10/30/2014 at 05:15 PM

**Encounter Sign-Off**

Encounter signed-off by Kathy Kujawa, MD, 08/14/2014.

Encounter performed and documented by Kathy Kujawa, MD

Encounter reviewed & signed by Kathy Kujawa, MD on 08/14/2014 at 3:52pm

**MEMORANDUM**

TO: Hans  
C: File  
FROM: Bob  
DATE: October 30, 2013  
SUBJECT: **DISCOVERY DEPOSITION OF DR. SCOTT SAGERMAN**  
CASE: PAUL DULBERG

OP: inj - laceration to forearm  
- TX he rendered was related  
- Cubital tunnel TX NOT related to acc  
- Cubital tunnel probably not from "overcompensating" that type of use usually caused

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 neurolysis". 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 9<sup>th</sup>. 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 than 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 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 preceding 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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TOTAL SALE	212.93
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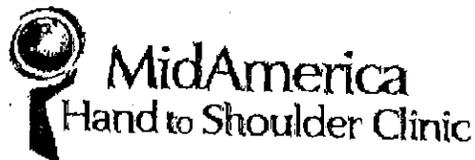
TOTAL NUMBER OF ITEMS = 1

TD = 30 day over the counter exchange  
 products may be returned or exchanged  
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10330 S. Roberts Road  
Palos Hills, IL 60465  
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F 847.247.0540

**SCHAUMBURG**  
1990 East Algonquin Rd.  
Ste. 200  
Schaumburg, IL 60173  
P 847.303.5790  
F 847.303.5795

## HISTORY & PHYSICAL

**PATIENT:** Dulberg, Paul    **AGE:** 41 years old    **EXAM DATE:** 12/02/11

**CHIEF COMPLAINT:** Right forearm pain.

**HPI:** Patient is a 41-year-old male who is right-hand dominant. He was referred by Dr. Karen Levin, MD, neurology, for evaluation of an injury he sustained to his right medial forearm in June of 2011. He apparently was using a chain saw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound is here it at the muscle was sewn together and the skin was closed. He followed up with his primary care provider. He has noted persistent pain which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy to date. He did have an EMG/NCS performed by Dr. Levin in August of 2011. Per the patient the study was normal. I do not have that study available at this moment. He currently is not working but is a graphic designer by training. He reports using a computer mouse for 20 minutes causes significant forearm pain.

**MEDICATION:** Patient has no current medications.

**ALLERGIES:** nkda

**REFERRAL SOURCE:** Not Referred By

**ILLNESSES:** Arthritis

**OPERATIONS:** Ulnar Nerve Transportation: Active

**SOCIAL HISTORY:** Alcohol - Denies

Marital Status: Single

Smoking: current every day smoker

**FAMILY HISTORY:** Diabetes

**OCCUPATION:** Graphic Designer

### ROS:

1. Head and Neck: System reported as normal by patient.
2. Heart: System reported as normal by patient.
3. Lungs: System reported as normal by patient.
4. GI: System reported as normal by patient.
5. GU: System reported as normal by patient.
6. Neuro: As per HPI.
7. Musculoskeletal: As per HPI.
8. Abdomen: System reported as normal by patient.
9. Heme/Lymph: System reported as normal by patient.
10. Other:

### PHYSICAL EXAM:

Rep Date: June 21, 2012 Patient: Dulberg, P. R DOS: 12/02/11

**Vitals:** No data for Vitals.

**Appearance:** No distress, good color on room air. Alert and cooperative.

**Skin:** Bilateral upper extremities: no open wounds or skin changes.

**Neuro:** Bilateral upper extremities: Median, radial and ulnar nerves are motor and sensory intact. Light touch intact all digits, no weakness or wasting.

**Vascular:** Bilateral upper extremities: palpable radial pulses and brisk capillary refill.

**Focused Exam:** Examination of his right upper extremity reveals his elbow has normal painless range of motion. No focal tenderness to palpation. Collateral ligaments are stable. His forearm compartments are soft. He has a well-healed transverse laceration on the volar medial mid forearm level. There is no erythema, drainage, or fluctuance at the level of the laceration. There is no tenderness to palpation at the laceration site. There is some apparent muscle incongruity. Distally his hand demonstrates no atrophy. He has 5 out of 5 intrinsic strength. 5 out of 5 APB strength. He can make a full fist with full extension of all digits. He does not demonstrate a clawed posture. He has a negative Froment sign. He has a positive Wartenberg sign. Wrist flexion and extension is 5 out of 5 strength. He has a palpable FCU and ECU tendons at the level of the wrist. They have appropriate tension. None today.

**IMAGING:**

**ASSESSMENT:**

**DIAGNOSIS:** 906.1-LATE EFFECT OPEN WND EXTREM

**PROCEDURES:** 99203-NEW Detailed, Low Complexity

**PLAN:**

**Plan:** I reviewed findings, treatment options, and recommendations with the patient concerning the forearm complaints he has. I would like to see the official report of the EMG/NCS. We will obtain this report. There is no evidence of a complete injury to his ulnar nerve on physical exam. His complaints are likely muscular in origin. He may have some superficial sensory complaints as well. I do not think he needs any surgical intervention at this time. I did recommend and provided him with a prescription for occupational therapy to work on strengthening and conditioning of the forearm muscles. They can also perform some pain control modalities. I would like to see him back in 4-6 weeks' time to see if therapy is of some assistance to him. I will contact him by phone if his EMG is significantly abnormal. Otherwise we will discuss it at the next followup visit. Patient was in agreement with the plan.

**Prescription:** No data for Prescription

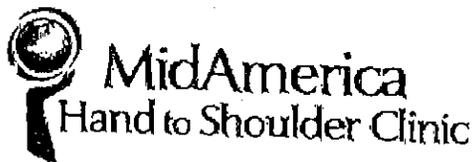
**Work Status:** Not applicable.

*Marcus G. Talerico, M.D.*

Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin  
 Primary Care Physician: Dr. Sek  
 Other: n/a

Fax Created: 6/25/2012 10:13:00 AM Referring Physician: MG



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1 TransAm Plaza Drive,  
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1990 East Algonquin Rd.  
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Schaumburg, IL 60173  
P 847.303.5790  
F 847.303.5785

**PATIENT:** Dulberg, Paul R    **AGE:** 41 years old    **EXAM DATE:** 01/06/12  
**HOME:** 4648 Aden Court  
Mchenry, IL 60051

**PID:** 1002454

**CHIEF COMPLAINT:** Right forearm pain.

**Nurse's Notes:** Patient doesn't feel occupation therapy is helping. He complains of pain/soreness and loss of strength. MT

**Referred by:** Not Referred By

**HPI:** Patient is a 41-year-old male who is right-hand dominant. He was referred by Dr. Karen Levin, MD, neurology, for evaluation of an injury he sustained to his right medial forearm in June of 2011. He apparently was using a chain saw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound was debrided and the muscle was sewn together and the skin was closed. He followed up with his primary care provider. He has noted persistent pain which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy to date. He did have an EMG/NCS performed by Dr. Levin in August of 2011. Per the patient the study was normal. I saw the patient a proximally one month ago recommended a course of occupational therapy. He has attended one or 2 sessions thus far. I also obtained and the EMG nerve conduction study to review. The patient reports no improvement in symptoms. He thinks that therapy is not helpful. He feels he is getting weaker. He feels burning in the forearm region. He also asked me about disability paperwork.

**MEDICAL HISTORY:** Arthritis

**MEDICATION:** naproxen (Dosage: 375 mg Tablet, Delayed Release (E.C.) SIG: Take 1 tablet Oral twice a day Oral Dispense: 90 Refills: 2)

**ALLERGIES:** nkda

**SOCIAL HISTORY** Alcohol - Denies  
Marital Status: Single  
Smoking: current every day smoker

**PHYSICAL EXAM:**

**Appearance:** No distress. Alert and cooperative.

**Skin:** Bilateral upper extremities: no open wounds or skin changes. Well-healed laceration in the mid forearm region right side ulnar aspect. No evidence of infection.

**Neuro:** Bilateral upper extremities: light touch intact all digits, no weakness or wasting.

**Focused Exam:** Elbow with full and painless motion in the right side. Forearm compartments are soft there is no obvious deformity. He has preserved wrist flexion and extension strength. He can make a full fist and has full extension of all digits. He has no intrinsic or thenar atrophy. He has 5/5 APB and intrinsic strength. He has a negative Froment sign. He does have a positive Wartenberg sign. FDP to the small finger is 5/5.

**IMAGING:** None today.

Re: **Date:** June 21, 2012 **Patient:** Dulberg, P **R DOS:** 01/06/12

**DIAGNOSIS:** 906.1-LATE EFFECT OPEN WND EXTREM  
**PROCEDURES:** 99213-ESTABLISHED Expanded, Low Complexity

**ASSESSMENT & PLAN:**

**Plan:** I reviewed findings, treatment options, and recommendations with the patient concerning the forearm complaints he has. I reviewed the EMG/NCS which is a normal study. There is no evidence of ulnar nerve injury. Given the location of his injury this is the only significant problem I can imagine from this wound. There is no evidence of any nerve or tendon injury. He may have some residual soreness and some superficial sensory abnormalities but this should improve over time. Our recommendation is simply continued therapy. No need for surgical intervention that I can foresee. Unfortunately do not have anything further to offer the patient at this time. I would be happy to see him back in the future on an as needed basis.

**Work Status:** Not applicable.

*Marcus G. Talerico, MD*

Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin  
Other: Hans Mast(Attorney)

Fax Created: Dated: 6/20/12 3:25 PM  
Fax Created: Dated: 6/20/12 3:13 PM

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
 )  
 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

**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.



\_\_\_\_\_

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**

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

**FILED**  
**JUN 06 2016**  
KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.

**MOTION FOR IME OF PLAINTIFF**

Defendant(s), David Gagnon, by and through the undersigned counsel, move(s) this Court for the entry of an Order for an IME pursuant to S.C.R. 215 to be ordered, and as grounds therefore state(s):

1. Defendant requests that the plaintiff submit to an I.M.E. pursuant to S.C.R. 215 by Dr. Craig Phillips, C.V. attached.

LAW OFFICE OF STEVEN A. LIHOSIT  
200 N. LaSalle Street, Suite 2550  
Chicago, IL 60601-1014  
Telephone: (312) 558-9824



By: \_\_\_\_\_

SHOSHAN E. REDDINGTON  
Firm No.: 19859  
E-MAIL ADDRESS:  
ILLINOISLEGAL@ALLSTATE.COM  
Attorney Bar No.: 6206186  
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,

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

**FILED**  
JUN 06 2016  
KATHERINE M. KEEFE  
McHENRY CTY. CLERK

**MOTION TO BAR NEW OPINIONS/MEDICAL TREATMENT OF DR. KUJAWA AND  
COMPEL PLAINTIFF EXPERT DEPOSITION**

Defendant(s), David Gagnon, by and through the undersigned counsel, move(s) this Court for the entry of an Order to bar new medical opinions and treatment by Dr. Kujawa and compel discovery and deposition of plaintiff's new expert and as grounds therefore state(s):

1. Dr. Kujawa's discovery deposition was taken on 7/23/14 and plaintiff's last medical treatment at that time was in May 2014 with Dr. Kujawa.

2. Plaintiff recently made a policy demand in this matter and based that demand on Dr. Kujawa's new opinions as to medical care that plaintiff continued to receive from her that were not disclosed and the opinions that medical care will be necessitated for the remainder of plaintiff's life at an estimated cost of almost \$ 300,000.00.

3. Plaintiff recently disclosed a new expert arborist opinion and defense requests the opportunity to take the discovery deposition of the expert and receive answers to written discovery requests.

Wherefore, defendant requests that this Honorable Court bar the new opinions and medical care of Dr. Kujawa as not being properly disclosed and seasonally supplemented and for the discovery deposition and answers to discovery from plaintiff's new expert arborist or for whatever other relief the Court deems appropriate.

LAW OFFICE OF STEVEN A. LIHOSIT  
200 N. LaSalle Street, Suite 2550  
Chicago, IL 60601-1014  
Telephone: (312) 558-9824



By: \_\_\_\_\_

SHOSHAN E. REDDINGTON

Firm No.: 19859

E-MAIL ADDRESS:

ILLINOISLEGAL@ALLSTATE.COM

Attorney Bar No.: 6206186

Attorney for Defendant(s):

David Gagnon

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	
DAVID GAGNON, Individually, and as	)	
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

**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.

  
\_\_\_\_\_

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

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

**FILED**  
**JUN 06 2016**  
KATHERINE M. KEEFE  
MCHENRY CTY. CIR. CLK.

**MOTION TO CONTINUE TRIAL**

Defendant(s), David Gagnon, by and through the undersigned counsel, move(s) this Court for the entry of an Order to continue the Trial of this matter and as grounds therefore state(s):

1. This mater is set for trial on 9/26/16.
2. Plaintiff has recently disclosed a new expert opinion and discovery and deposition of the expert has been requested by the defendant.
3. The defense reserves the right and is entitled to name an expert in response to the plaintiff's arborist after plaintiff's expert discovery and deposition have been completed.

Wherefore, the defendant respectfully requests that the trial of this matter be stricken and/or continued for a new date.

LAW OFFICE OF STEVEN A. LIHOSIT  
200 N. LaSalle Street, Suite 2550  
Chicago, IL 60601-1014  
Telephone: (312) 558-9824



By: \_\_\_\_\_

SHOSHAN E. REDDINGTON

Firm No.: **19859**

E-MAIL ADDRESS:

ILLINOISLEGAL@ALLSTATE.COM

Attorney Bar No.: 6206186

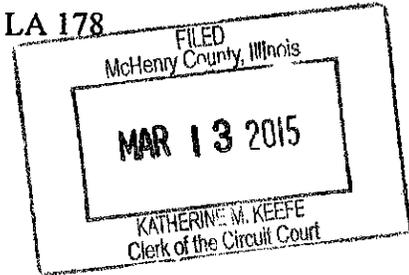
Attorney for Defendant(s):

David Gagnon

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



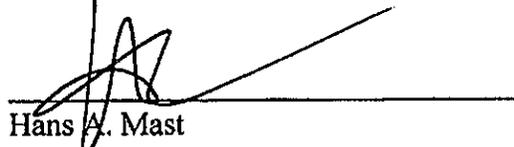
**MOTION TO WITHDRAW AS COUNSEL**

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

Northern Illinois Medical Center      NIMC Radiology  
Patient Name: DULBERG, PAUL R  
Account Number: B1117900323

Northern Illinois Medical Center

06/28/2011      10135    RIGHT FOREARM      2139703  
HISTORY:      Chain saw versus forearm, forearm laceration.

IMPRESSION:      Right forearm films demonstrate no fracture or radiopaque foreign body. There is deep soft tissue laceration along the ventral surface of the mid forearm.

FINDINGS:      This exam consists of two views of the right forearm which demonstrate deep laceration on the ventral aspect of the mid forearm as best visualized on the lateral view. No fracture or radiopaque foreign body is identified.

cc:      Apiwat W. Ford, D.O.  
         Donald R Kennard, M.D.  
         Frank Sek, M.D.

Electronically Authenticated  
Donald R Kennard, M.D. 06/28/2011 18:18  
815-759-4683

D    06/28/2011  
T    06/28/2011 5:19 P / LBA  
Northern Illinois Medical Center      NIMC Radiology

PRINTED BY: MRV0127  
DATE      09/14/2012

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MCHENRY )

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

PAUL DULBERG,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

**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:

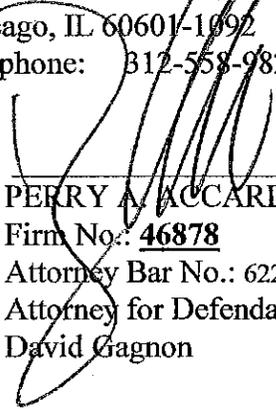
Hans A. Mast  
Law Offices of Thomas J. Popovich, P.C.  
3416 W Elm St  
McHenry IL 60050

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<sup>r</sup> 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



THOMAS J. POPOVICH, P.C.  
3416 W. ELM ST  
MCHENRY, IL 60050  
ATTN: HANS A. MAST

CASE NAME: DULBERG v GAGNON, ET AL.

Not  
order

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.

**NOTICE OF DISCOVERY DEPOSITION**

TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114

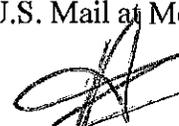
Perry Accardo  
Law Office of M. Gerard Gregoire  
200 N. LaSalle Street, Suite 2650  
Chicago, IL 60601-1092

**YOU ARE HEREBY NOTIFIED** that on **November 26, 2012**, we shall for the purpose of discovery, take the deposition of **DAVID GAGNON** at the **LAW OFFICES OF THOMAS J. POPOVICH, P.C., 3416 W. Elm Street, McHenry, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

**CERTIFICATE OF SERVICE**

I certify that I served this Notice by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on October 1, 2012 with proper postage prepaid.



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 No. 6203684

S:\Main\DULBERG, PAUL\Discovery\Notice of Def Gagnon's dep 10-1-12.wpd

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.

I HEREBY CERTIFY that on 4-9-14, a true and correct copy of the

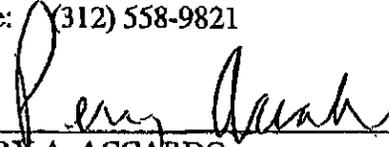
foregoing Notice of Deposition was faxed and mailed to:

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

815 344-5280

LAW OFFICE OF STEVEN A. LIHOSTI  
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

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. )

**NOTICE OF DISCOVERY DEPOSITIONS**

TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114

**YOU ARE HEREBY NOTIFIED** that on **AUGUST 30, 2012**, we shall for the purpose of discovery, take the depositions of

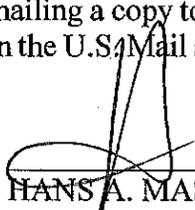
**Bill McGuire at 12:00 P.M.; and  
Caroline McGuire at 1:00 P.M.**

at the **LAW OFFICES OF THOMAS J. POPOVICH, P.C., 3416 W. Elm Street, McHenry, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

**CERTIFICATE OF SERVICE**

I certify that I served this Notice by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on June 25, 2012 with proper postage prepaid.

  
\_\_\_\_\_  
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 No. 6203684

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. 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.

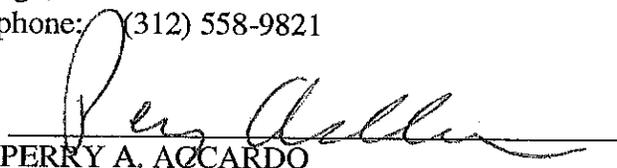
I HEREBY CERTIFY that on 8-30-13, a true and correct copy of the

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

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. Apiwat W Ford  
DATE: October 23, 2013  
TIME: 2:00 PM  
PLACE: Northern IL Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050



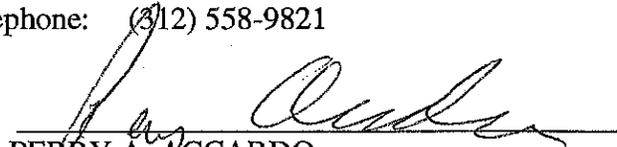
upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois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

I HEREBY CERTIFY that on 9/18/13, 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,

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

**COPY**

11/20

NOTICE OF DISCOVERY DEPOSITION(S)

2 ✓

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

NAME: Dr. Apiwat Ford  
DATE: November 20, 2013  
TIME: 10:00 AM  
PLACE: Northern IL Medical Center  
4201 Medical Center Drive  
Medical Building Office, B100  
McHenry, IL 60050

4309- med off  
Bullock

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.

Conf'd 11/19  
w/ Diane (Accardo)

I HEREBY CERTIFY that on 11/5/13, a true and correct copy of the foregoing Notice of Deposition was faxed mailed to:

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

Cicero, France, Barch & Alexander PC 815 226-7701  
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,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

**NOTICE OF DISCOVERY DEPOSITION(S)**

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

NAME: Dr. Apiwat Ford  
DATE: November 20, 2013  
TIME: 10:00 AM  
PLACE: Northern IL Medical Center  
4201 Medical Center Drive  
Medical Building Office, B100  
McHenry, IL 60050

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 11/5/13, a true and correct copy of the

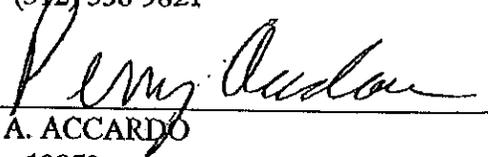
foregoing Notice of Deposition was faxed mailed to:

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

Cicero, France, Barch & Alexander PC 815 226-7701  
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,

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 (D)

**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

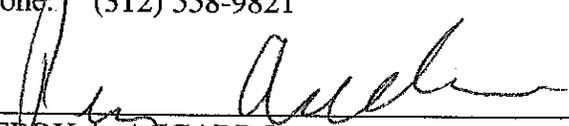
upon oral examination, before Merrill Legal Solutions, certified shorthand reporters, or some other officer duly authorized by law to take depositions. The deposition(s) is/are being taken for the purpose of discovery, or for such other purposes as are permitted under the applicable and governing Illinois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

**COPY**

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

**FILED**  
**OCT - 1 2012**  
KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.

**NOTICE OF FILING**

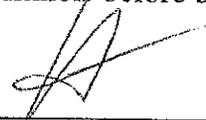
TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114

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

**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**

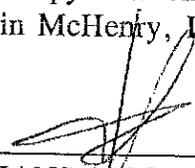
TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114

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

**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

**FILED**

**JUN 06 2016**

KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.

**NOTICE OF MOTION**

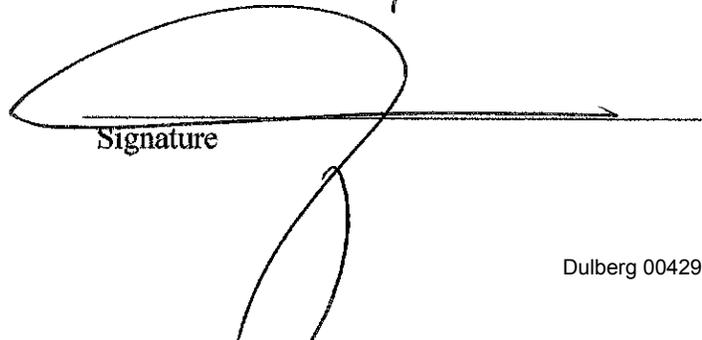
TO: Baudin & Baudin  
2100 N. Huntington Drive, STE C  
Algonquin, IL 60102

On 6/13/16, at 9:00 a.m. or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge , or any judge sitting in Room 201, of the McHenry County Courthouse\*, 2200 N Seminary Ave, Woodstock, Illinois, and then and there move(s) this Honorable Court to bar new opinions and medical care disclosed by Dr. Kujawa and Compel Plaintiff's Expert's Deposition.

LAW OFFICE OF STEVEN A. LIHOSIT  
Firm No.: **19859**  
E-MAIL ADDRESS: ILLINOISLEGAL@ALLSTATE.COM  
Attorney Bar No.: 6206186  
Attorney for Defendant(s), David Gagnon  
200 N. LaSalle Street, Suite 2550  
Chicago, IL 60601-1014  
Telephone: (312) 558-9824

**PROOF OF SERVICE BY MAIL**

I, SHOSHAN E. REDDINGTON, 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 N. LaSalle Street, Suite 2550, Chicago, Illinois, at 4:30 p.m., on 6/8/16, with proper postage prepaid.

  
Signature

**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

**FILED**

**JUN 06 2016**

**KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.**

**NOTICE OF MOTION**

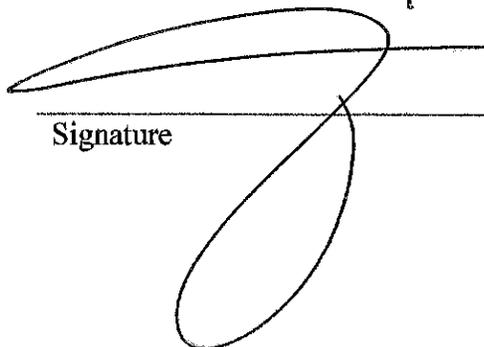
TO: Baudin & Baudin  
2100 N. Huntington Drive, STE C  
Algonquin, IL 60102

On **June 13, 2016**, at **9:00 a.m.**, or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge, or any judge sitting in Room 201, of the McHenry County Courthouse\*, 2200 N Seminary Ave, Woodstock, Illinois, and then and there move(s) this Honorable Court to Continue the Trial.

LAW OFFICE OF STEVEN A. LIHOSIT  
Firm No.: **19859**  
E-MAIL ADDRESS: ILLINOISLEGAL@ALLSTATE.COM  
Attorney Bar No.: 6206186  
Attorney for Defendant(s), David Gagnon  
200 N. LaSalle Street, Suite 2550  
Chicago, IL 60601-1014  
Telephone: (312) 558-9824

**PROOF OF SERVICE BY MAIL**

I, SHOSHAN E. REDDINGTON, 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 N. LaSalle Street, Suite 2550, Chicago, Illinois, at 4:30 p.m., on 6/16/16, with proper postage prepaid.

  
\_\_\_\_\_  
Signature

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
)  
Plaintiff, ) Case No. 12 LA 178  
)  
vs. )  
)  
DAVID GAGNON, Individually, and as )  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
)  
Defendants. )

**NOTICE OF MOTION**

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the 30<sup>th</sup> 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.



---

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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
)  
Plaintiff, ) Case No. 12 LA 178  
)  
vs. )  
)  
DAVID GAGNON, Individually, and as )  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
)  
Defendants. )

**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 16<sup>th</sup> 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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
Plaintiff, ) Case No. 12 LA 178  
 )  
vs. )  
 )  
DAVID GAGNON, Individually, and as )  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
 )  
Defendants. )

**NOTICE OF MOTION**

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the 30<sup>th</sup> 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)

**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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
 )  
 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

**NOTICE OF MOTION**

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the 30<sup>th</sup> 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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
Plaintiff, ) Case No. 12 LA 178  
 )  
vs. )  
 )  
DAVID GAGNON, Individually, and as )  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
 )  
Defendants. )

**NOTICE OF MOTION**

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the 22<sup>nd</sup> 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**

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.



---

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

**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

**FILED**  
**JUN 06 2016**  
KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.

**NOTICE OF MOTION**

TO: Baudin & Baudin  
2100 N. Huntington Drive, STE C  
Algonquin, IL 60102

On 6/13/16, at 9:00 a.m., or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge , or any judge sitting in Room 204, of the McHenry County Courthouse\*, 2200 N Seminary Ave, Woodstock, Illinois, and then and there move(s) this Honorable Court Compel Plaintiff to submit to a Medical Examination.

LAW OFFICE OF STEVEN A. LIHOSIT

Firm No.: **19859**

E-MAIL ADDRESS: ILLINOISLEGAL@ALLSTATE.COM

Attorney Bar No.: 6206186

Attorney for Defendant(s), David Gagnon

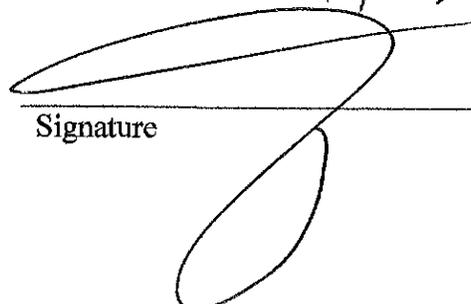
200 N. LaSalle Street, Suite 2550

Chicago, IL 60601-1014

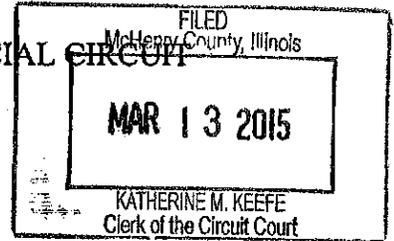
Telephone: (312) 558-9824

**PROOF OF SERVICE BY MAIL**

I, SHOSHAN E. REDDINGTON, 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 N. LaSalle Street, Suite 2550, Chicago, Illinois, at 4:30 p.m., on 6/4/16, with proper postage prepaid.

  
\_\_\_\_\_  
Signature

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**

NOTICE OF MOTION

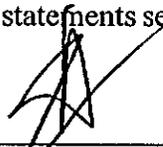
TO: **VIA FIRST CLASS MAIL:**  
Perry Accardo  
Law Office of Steven A. Lihosit  
200 N. LaSalle Street, Suite 2550  
Chicago, IL 60601-1092

**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

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**OFFICIAL USE**

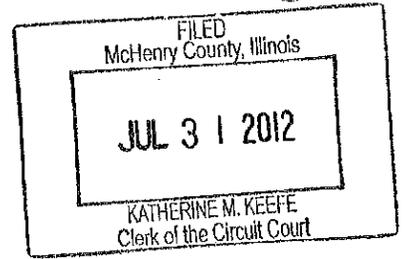
7014 0150 0001 6391 9351

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)	6.48	
Restricted Delivery Fee (Endorsement Required)		

Total Paid: Paul Dulberg  
Sent To: 4606 Hayden Court  
Street, Apt. or PO Box: McHenry, IL 60051  
City, State:

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

**COPY**



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 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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MCHENRY )

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

PAUL DULBERG,

Plaintiff(s),

CASE NO. 12LA000178

vs.

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

Defendant(s).

**NOTICE OF SERVICE OF INTERROGATORIES TO CO-DEFENDANT**

Co-Defendant, BILL MCGUIRE, is hereby requested and required to answer, under oath, in writing, and within the time allowed by the Illinois Supreme Court Rules, the attached Interrogatories propounded by the Defendant(s), DAVID GAGNON. The Co-Defendant is further requested to serve said answers in accordance with the Illinois Rules of the Supreme Court.

I HEREBY CERTIFY that on September 5, 2012, a true and correct copy of the foregoing Notice together with the Interrogatories were mailed to:

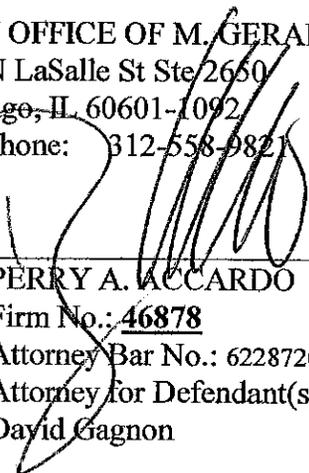
Hans A. Mast  
Law Offices of Thomas J. Popovich, P.C.  
3416 W Elm St  
McHenry IL 60050

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

**INTERROGATORIES TO CO-DEFENDANT**

**BILL MCGUIRE**

**INSTRUCTIONS:** Please insert your answers in the space provided following each question. If additional space is needed, so indicate in the space provided, prepare your answer on a separate paper and attach.

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:**

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:**

3. State the full name, and current residence address of each person not named (in 2) above who was present or claims to have been present at the scene immediately before, at the time of or immediately after said occurrence.

**ANSWER:**

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:**

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:**

6. If you were the owner of the chainsaw in question, were you named or covered under any policy of 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:**

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, the 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:**

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:**

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, written and/or recorded; and
- (f) Who has possession of the statement if written and/or recorded.

**ANSWER:**

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 the date of the statement, and state whether such statement was written and/or oral.

**ANSWER:**

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:**

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:**

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:**

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:**

15. What was the purpose and/or use for which the chainsaw was being operated at the time of the occurrence?

**ANSWER:**

16. State the names and addresses of all persons who have knowledge of the purpose for which the vehicle was being used at the time of the occurrence.

**ANSWER:**

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:**

18. State the name and address of any physician, ophthalmologist, optician or other health care professional who performed any eye examination of you within the last five years and the dates of each such examination.

**ANSWER:**

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:**

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 the 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:**

21. List the names and addresses of all other persons (other than yourself and persons heretofore listed) who have knowledge of the facts of the occurrence and/or of the injuries and damages claimed to have resulted therefrom.

**ANSWER:**

22. Identify any statements, information and/or documents known to you and requested by any of the foregoing interrogatories which you claim to be the 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 Illinois Supreme Court Rule 201(n).

**ANSWER:**

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.

---

BILL MCGUIRE

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 SERVICE OF INTERROGATORIES TO PLAINTIFF**

Plaintiff, PAUL DULBERG, is hereby requested and required to answer, under oath, in writing, and within the time allowed by the Illinois Supreme Court Rules, the attached Interrogatories propounded by the Defendant(s), DAVID GAGNON. The Plaintiff is further requested to serve said answers in accordance with the Illinois Rules of the Supreme Court.

I HEREBY CERTIFY that on September 5, 2012, a true and correct copy of the foregoing Notice, together with the Interrogatories, were 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: 312-538-9821

By: \_\_\_\_\_

PERRY A. ACCARDO

Firm No.: 46878

Attorney Bar No.: 6228720

Attorney for Defendant(s):

David Gagnon

## INTERROGATORIES TO PLAINTIFF

**INSTRUCTIONS:** Please insert your answers in the space provided following each question. If additional space is needed, so indicate in the space provided, prepare your answer on a separate paper and attach.

1. State your full name, 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.

**ANSWER:**

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 (hereinafter referred to simply as the occurrence).

**ANSWER:**

3. State the full name and current residence address of each person, not named in interrogatory No. 2 above, who was present and/or claims to have been present at the scene immediately before, at the time of, and/or immediately after the occurrence.

**ANSWER:**

4. As a result of the occurrence, were you made a Defendant in any criminal or traffic case? If so, state the court, the caption, the case number, the charge or charges filed against you, whether you pleaded guilty thereto and the final disposition.

**ANSWER:**

5. Describe the personal injuries sustained by you as a result of the occurrence.

**ANSWER:**

6. State whether you have recovered from the injuries you allege to have suffered in the occurrence complained of. If not, describe the nature and extent of any continuing complaint or disability and state the name and address of each health care provider with whom you treat or consult for any continuing complaint or disability.

**ANSWER:**

7. State the name and address of your primary care physician or any other physician or health care provider who examined and/or treated you within the last 10 years. State the reason for such examination or treatment.

**ANSWER:**

8. With regard to your injuries, state:

(a) The name and address of each attending physician and/or health care professional;

- (b) The name and address of each consulting physician and/or other health care professional;
- (c) The name and address of each person and/or laboratory taking any X-ray, MRI and/or other radiological tests of you;
- (d) The date or inclusive dates on which each of them rendered you service;
- (e) The amounts to date of their respective bills for services; and
- (f) From which of them you have written reports.

**ANSWER:**

9. As the result of your personal injuries, were you a patient or outpatient in any hospital and/or clinic? If so, state the names and addresses of all hospitals and/or clinics, the amounts of their respective bills and the date or inclusive dates of their services.

**ANSWER:**

10. As a result of your personal injuries, were you unable to work? If so, state:

- (a) The name and address of your employer, if any, at the time of the occurrence, your wage and/or salary, and the name of your supervisor and/or foreperson;
- (b) The date or inclusive dates on which you were unable to work;
- (c) The amount of wage and/or income lost claimed by you; and
- (d) The name and address of your present employer and your wage and/or salary.

**ANSWER:**

11. State any and all other expenses and/or losses you claim as a result of the occurrence. As to each expense and/or loss, state the date or dates it was incurred, the name of the person, firm and/or company to whom such amounts are owed, whether the expense and/or loss in question has been paid and, if so, by whom it was so paid, and describe the reason and/or purpose for each expense and/or loss.

**ANSWER:**

12. Had you suffered any personal injury or prolonged, serious and/or chronic illness prior to the date of the occurrence? If so, state when and how you were injured and/or ill, where you were injured and/or ill, describe the injuries and/or illness suffered, and state the name and address of each physician, or other health care professional, hospital and/or clinic rendering you treatment for each injury and/or chronic illness.

**ANSWER:**

13. Are you claiming any psychiatric, psychological and/or emotional injury as a result of this occurrence? If so, state:

- (a) The name of any psychiatric, psychological and/or emotional injury claimed, and the name and address of each psychiatrist, physician, psychologist, therapist or other health care professional rendering you treatment for each injury;
- (b) Whether you had suffered any psychiatric, psychological and/or emotional injury prior to the date of the occurrence; and
- (c) If (b) is in the affirmative, please state when and the nature of any psychiatric, psychological and/or emotional injury, and the name and address of each psychiatrist, physician, psychologist, therapist or other health care professional rendering you treatment for each injury.

**ANSWER:**

14. Have you suffered any personal injury or prolonged, serious and/or chronic illness since the date of the occurrence? If so, state when you were injured and/or ill, where and how you were injured and/or ill, describe the injuries and/or the illness suffered, and state the name and address of each physician or other health care professional, hospital and/or clinic rendering you treatment for each injury and/or chronic illness.

**ANSWER:**

15. Have you ever filed any other suits for your own person injuries? If so, state the nature of the injuries claimed, the courts and the captions in which filed, the years filed, and the titles and docket numbers of the suits.

**ANSWER:**

16. Have you ever filed a claim for and/or received any workers' compensation benefits? if so, state the name and address of the employer against whom you filed for and/or received benefits, the date of the alleged accident or accidents, the description of the alleged accident or accidents, the nature of you injuries claimed and the name of the insurance company, if any, who paid any such benefits.

**ANSWER:**

17. Were any photographs, movies and/or videotapes taken of the scene of the occurrence or of the persons and/or vehicles involved? If so, state the date or dates on which such photographs, movies and/or videotapes were taken, the subject thereof, who now has custody of them, and the name, address occupation and employer of the person taking them.

**ANSWER:**

18. 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 to 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, written and/or recorded; and
- (f) Who has possession of the statement if written and/or recorded.

**ANSWER:**

19. Do you know of any statements made by any person relating to the occurrence? If so, give the name and address of each such witness, the date of the statement, and state whether such statement was written and/or oral.

**ANSWER:**

20. 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:**

21. 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:**

22. 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:**

23. Have you received any payment and/or other consideration from any source in compensation for the injuries alleged in you complaint? If your answer is in the affirmative, state:

- (a) The amount of such payment and/or other consideration received;
- (b) The name of the person, firm, insurance company and/or corporation making such payment or providing other consideration and the reason for the payment and/or other consideration; and

- (c) Whether there are any documents evidencing such payment and/or other consideration received.

**ANSWER:**

24. State the names and addresses of all persons who have knowledge of the purpose for which the vehicle was being used at the time of the occurrence.

**ANSWER:**

25. 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 the 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:**

26. List the names and addresses of all other persons (other than yourself and persons heretofore listed) who have knowledge of the facts of the occurrence and/or the injuries and damages claimed to have resulted therefrom.

**ANSWER:**

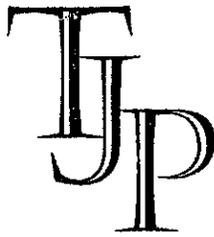
27. Identify any statements, information and/or documents known to you and requested by any of the foregoing interrogatories which you claim to be the work product or subject to any common law or statutory privilege, and with respect to each interrogatory, specify the legal basis for the claim as required by Illinois Supreme Court Rule 201(n).

**ANSWER:**

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.

---

PAUL 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](http://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.xpd

\*Also licensed in  
Wisconsin and Indiana  
†Also licensed in Wisconsin

WAUKEGAN OFFICE  
210 NORTH MARTIN LUTHER  
Dulberg 2004376 AVENUE  
WAUKEGAN, IL 60085

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**

3416 WEST ELM STREET

MCHEMRY, 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

Case 14-83578 Doc 9 Filed 12/01/14 Entered 12/01/14 09:51:23 Desc 341Mtg  
 Chap7/Ind No Assets Page 1 of 2

Case Number 14-83578

B9A (Official Form 9A) (Chapter 7 Individual or Joint Debtor No Asset Case) (12/12)

**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  
 Office Code: 3

Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos:  
 xxx-xx-4001

Attorney for Debtor(s) (name and address):

David L. Stotch  
 Law Office of David L. Stotch  
 5447 West Bull Valley Road  
 McHenry, IL 60050-7410  
 Telephone number: 815-578-0055

Bankruptcy Trustee (name and address):

Megan G Heog  
 Ehrmann Gehlbach Badger Lee & Considine  
 Pob 447- 215 E First St, Ste 100  
 Dixon, IL 61021  
 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:**

Western Division  
 327 South Church Street  
 Rockford, IL 61101  
 Telephone number: 1-866-222-8029

Hours Open: Monday - Friday 8:30 AM - 4:30 PM

**For the Court:**

Clerk of the Bankruptcy Court:  
 Jeffrey P. Allsteadt

Date: December 1, 2014

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 SERVICE OF MEDICARE SUPPLEMENTAL INTERROGATORY TO  
PLAINTIFF**

Plaintiff, PAUL DULBERG, is hereby requested and required to answer, under oath, in writing, and within the time allowed by the Illinois Supreme Court Rules, the attached Medicare Supplemental Interrogatory propounded by the Defendant(s), DAVID GAGNON. The Plaintiff is further requested to serve said answers in accordance with the Illinois Rules of the Supreme Court.

I HEREBY CERTIFY that on September 5, 2012, a true and correct copy of the foregoing Notice together with the Supplemental Interrogatory were 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

**MEDICARE SUPPLEMENTAL INTERROGATORY TO PLAINTIFF, PAUL  
DULBERG**

**INSTRUCTIONS:** Please insert your answer in the space provided following the question. If additional space is needed, so indicate in the space provided, prepare your answer on a separate paper and attach.

1. As of January 1, 2010, the Federal Government is requiring all insurance companies that pay out for injuries, whether it be for at-fault (liability), no fault or medical expense payments from an accident, product liability, workers' compensation or the like, to report whether or not the claimant is a Medicare or Medicaid recipient. A person who is 65 years or older, a person with certain disabilities, or a person with end-stage renal failure may qualify for Medicare. In compliance with that request, we are requesting the following information, which must be updated throughout the claim and will be re-asked upon closing of the claim (pursuant to Supreme Court Rule 213 and the federal law):

Has Plaintiff/Plaintiff's decedent/the minor or disabled adult for which an injury is claimed, received payments or benefits from Medicare or Medicaid? If yes, please provide the name of the recipient, the recipient's gender, the recipient's Medicare Health Insurance Card Number or Social Security Number and the recipient's date of birth. In the case where the Medicare/Medicaid recipient is a minor or disabled adult or for another reason has a guardian, custodian, conservator, or other person who makes his/her medical decisions, please provide the name of the guardian, custodian, conservator, or other person who makes the medical decisions for the minor, disabled adult, or other Medicare recipient. Please be advised that pursuant to federal law these questions must be answered in their entirety or Defendant's insurance company will not be able to issue payments out of the claim. If while this claim is pending, Plaintiff, petitioner, Plaintiff's decedent, or the minor or disabled adult for which a claim of injury is advanced in this lawsuit becomes a Medicare recipient, please update this interrogatory.

**ANSWER:**

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.

---

PAUL DULBERG

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,

Plaintiff,

vs.

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  
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**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. Answer to Defendant David Gagnon's Interrogatories to Co-Defendant Bill McGuire.
2. Answer to Defendant David Gagnon's Consolidated Notice to Produce and to Supreme Court Rule 214 and Supreme Court Rule 237 by Co-Defendants Bill McGuire and Carolyn McGuire.

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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
 )  
 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

**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 90<sup>th</sup> 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 be 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, the 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 the 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.

\_\_\_\_\_  
Bill McGuire

Subscribed and sworn to before  
me on the \_\_\_\_ day September, 2012.

\_\_\_\_\_  
Notary Public

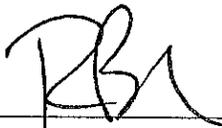
CERTIFICATE OF SERVICE

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 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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
)  
Plaintiff, ) Case No. 12 LA 178  
)  
vs. )  
)  
DAVID GAGNON, Individually, and as )  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
)  
Defendants. )

**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 July 10, 2012, the Defendants herein by their attorneys, Cicero, France, Barch & Alexander, PC, caused the following documents to be served upon the Plaintiff herein, by mailing copies of same to the attorneys of record for the Plaintiff, as indicated on the attached Certificate of Service:

1. Interrogatories to Plaintiff.
2. Request to Produce to Plaintiff.
3. Defendants' Supplemental Interrogatories to Plaintiff (Medicare).
4. HIPAA Records Release Authorization.

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 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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
Plaintiff, ) Case No. 12 LA 178  
 )  
vs. )  
 )  
DAVID GAGNON, Individually, and as )  
Agent of CAROLINE MCGUIRE and BILL )  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
 )  
Defendants. )

**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 August 6, 2012, the Defendants herein by their attorneys, Cicero, France, Barch & Alexander, PC, caused the following documents to be served upon the Plaintiff herein, by mailing copies of same to the attorneys of record for the Plaintiff, as indicated on the attached Certificate of Service:

1. Answers to Plaintiff's Written Interrogatories by Bill McGuire and Carolyn McGuire.
2. Response to Plaintiff's Production by Bill McGuire and Carolyn McGuire.

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 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 8/6/12.



---

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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
 Plaintiff, ) Case No. 12 LA 178  
 )  
 vs. )  
 )  
 DAVID GAGNON, Individually, and as )  
 Agent of CAROLINE MCGUIRE and BILL )  
 MCGUIRE, and CAROLINE MCGUIRE )  
 and BILL MCGUIRE, Individually, )  
 )  
 Defendants. )

**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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG,

Plaintiff,

vs.

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  
)  
)  
)

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 22<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF McHENRY

PAUL DULBERG, )  
 )  
Plaintiff, ) Case No. 12 LA 178  
 )  
vs. )  
 )  
DAVID GAGNON, Individually, and as ) REQUEST TO PRODUCE  
Agent of CAROLINE MCGUIRE and BILL ) TO CO-DEFENDANT GAGNON  
MCGUIRE, and CAROLINE MCGUIRE )  
and BILL MCGUIRE, Individually, )  
 )  
Defendants. )

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)

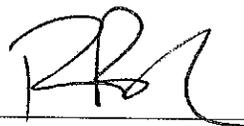
CERTIFICATE OF SERVICE

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 )  
 ) 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 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:

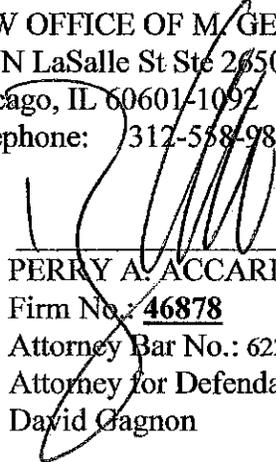
Hans A. Mast  
Law Offices of Thomas J. Popovich, P.C.  
3416 W Elm St  
McHenry IL 60050

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

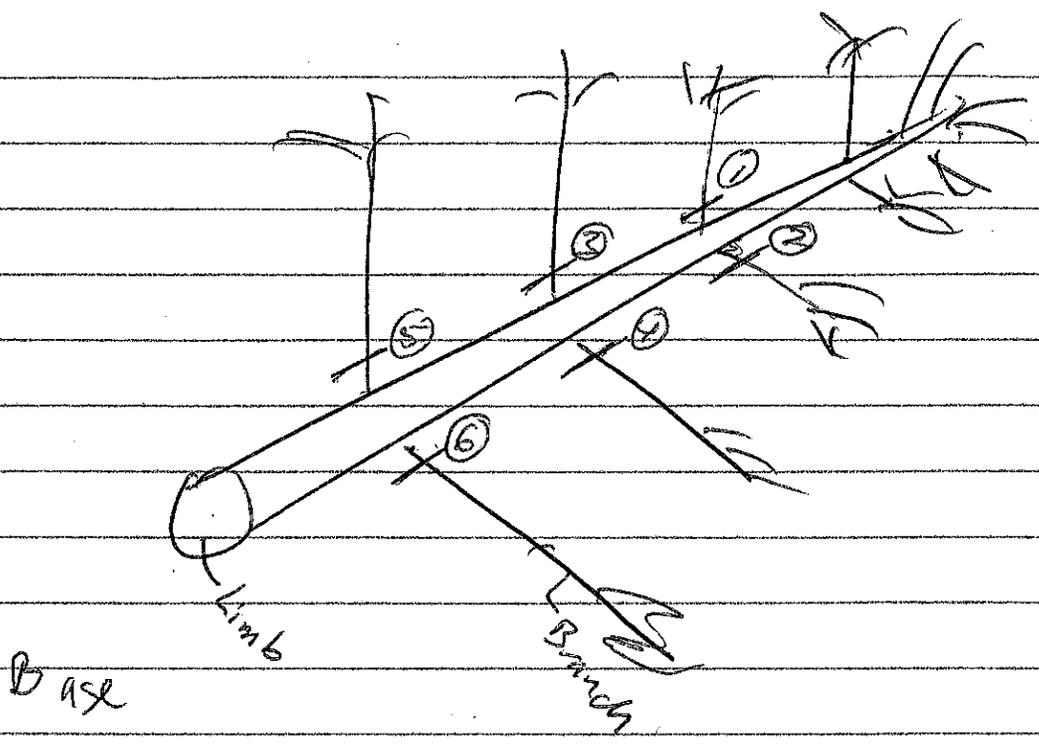
Firm No.: **46878**

Attorney Bar No.: 6228720

Attorney for Defendant(s):

David Gagnon

Top



Base



Dulberg  
BK

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION

IN RE: ) CHAPTER 7  
PAUL DULBERG ) Case Number: 14-83578  
)  
Debtor. ) JUDGE THOMAS M. LYNCH

**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST**

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his **Motion for Authority to Enter into a "Binding Mediation Agreement" in accordance with the "Binding Mediation Agreement" which is attached hereto and made a part hereof as Exhibit A.**

A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

**Attend the hearing on scheduled to be held on the 31<sup>st</sup> day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church St., Rockford, IL 61101.**

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich

From: OAMRI of Round Lake 8475463600 8475463633 To: medchex Page: 2/3 Date: 2/7/2012 12:21:50 PM



**PATIENT:** DULBERG, PAUL  
**MRN:** 1585839

**PHYSICIAN:** LEVIN, MD, KAREN  
**EXAM:** MR FOREARM W/ AND  
W/O 73220

**DOB:** 03/19/1970

**DOS:** 02/03/2012

---

**EXAMINATION:** MRI examination of the right forearm without and with intravenous contrast infusion..

**CLINICAL HISTORY:** History of right forearm trauma with a chainsaw. Possible neuroma, nerve impingement or injury in the forearm. Possible tendon disruption. It appears that the patient had some difficulty holding still during image acquisition. There is motion artifact on this examination. Weakness in the fourth and fifth fingers. Pain in the forearm and hand.

**TECHNIQUE:** Multiplanar T1 and T2-weighted spin-echo pulse sequences and STIR sequence. Post-infusion multiplanar T1-weighted sequences were performed. A skin marker was taped to the point of maximal symptoms.

**Contrast:** 15 cc of gadolinium was infused.

**FINDINGS:** There is no bone abnormality seen. The bone marrow signal characteristics are normal.

There is no cystic or solid mass appreciated. The visualized muscles have normal signal characteristics.

There is no abnormal soft tissue infiltration or induration. Specifically, in the area of the skin marker which is marking the point of maximal symptoms, there is no soft tissue abnormality appreciated.

There is no abnormality identified along the course of the ulnar nerve in the forearm.

**IMPRESSION:** There is no forearm abnormality appreciated. This does not exclude the possibility of an ulnar nerve impingement or injury but there is no gross mass or abnormal infiltration along the expected course of the ulnar nerve. No obvious tendon or muscle abnormality appreciated at this time.

Thank you for referring your patient to Open Advanced MRI. If you have any questions, Dr. Levin, please feel free to contact me at my direct line which is: 630.885.2100.

720 Rollins Road Round Lake Beach, IL 60073 Phone: 847-546-3600 Fax: 847-546-3633

[www.openadvancedmri.com](http://www.openadvancedmri.com)

From: CAMRI of Round Lake 8475463600 8475463633

To: medchex

Page: 3/3

Date: 2/7/2012 12:21:50 PM



**DULBERG, PAUL**  
**MR FOREARM W/ AND W/O 73220**  
**02/03/2012**

**Page 2 of 2**

*Thank you for referring your patient to Open Advanced MRI of Round Lake.*

A handwritten signature in cursive script, appearing to read "Thomas A. Predey, MD".

Electronically Signed By: THOMAS A. PREDEY MD

**To the referring or consulting physician: If you would like to discuss this case in more detail or have any questions, please feel free to contact the author of this report:  
Dr. Ian Fisher (847) 414-5055, Dr. Jay Korach (847) 691-7673**

720 Rollins Road Round Lake Beach, IL 60073 Phone: 847-546-3600 Fax: 847-546-3633

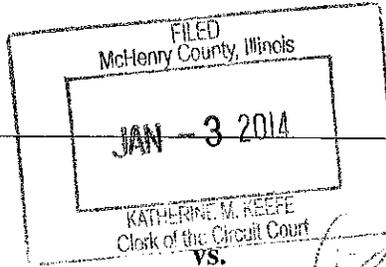
[www.openadvancedmri.com](http://www.openadvancedmri.com)

If there are any questions about this fax or you are not the intended recipient. Please call 1-888-674-4674. Dulberg 004369

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

2

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS



GEN. NO. 12LA178  
 Jury  Non-Jury

*Dulberg* vs. *Boguan*

Date 1/3/14 Plaintiff's Attorney Mat 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.*

Prepared by: [Signature]  
Attorney for: [Signature]  
Attorney Registration No.: \_\_\_\_\_

Judge: [Signature]

**SCANNED**  
Dulberg 004370

Dulberg  
reder's

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

Dulberg  
Plaintiff

Circuit Clerk Use Only	
_____	ORD
_____	ORDJ
_____	ORDDWP

vs  
Gagnon  
Defendant

Case Number 12 LA 178

**ORDER**

- Plaintiff(s) appear in person/by attorney W. Randal Bardin II
- 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.
- 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).

FILED  
McHenry County, Illinois  
\_\_\_\_\_, 20\_\_\_\_  
**JAN 28 2016**  
KAI  
Clerk

**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 Feb 11, 2016 at 900 A.m. for trial setting + FS
- 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: \_\_\_\_\_

[Signature]  
Judge

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

Dulberg  
Plaintiff

Circuit Clerk Use Only	
<input checked="" type="checkbox"/>	ORD
<input type="checkbox"/>	ORDJ
<input type="checkbox"/>	ORDDWP

vs  
Gagnon  
Defendant

Case Number 12 LA 178

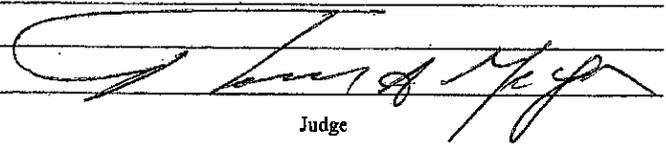
**ORDER**

- Plaintiff(s) appear in person/by attorney W. Randal Baudin II
- 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 \$ \_\_\_\_\_
- 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).

FILED  
McHenry County, Illinois  
JAN 28 2016  
KATHERINE M. KEEFE  
Clerk of the Circuit Court

**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.**

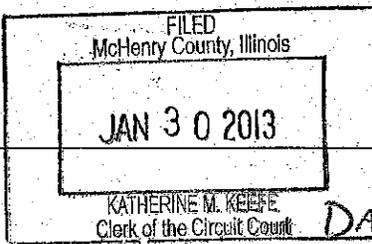
- Defendant(s) shall file an answer or other pleading within \_\_\_\_\_ days of today's date.
- This case is continued on Motion of  Plaintiff;  Defendant;  By Agreement;  Court; to Feb 11, 2016 at 900 A.m. for trial setting + FS
- Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's 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

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS



GEN. NO. 12 LA 178  
 Jury  Non-Jury

PAUL DUBBERG

DAVIA GAGNON  
vs. etc.

Date 1/30/13

Plaintiff's Attorney MAST

Defendant's Attorney

BARCH -> McGuire  
ACCORDO -> GAGNON

ORDER

THIS CASE COMING ON FOR STATUS ~~AND ON~~ AND ON  
McGuire DEFENDANTS' MOTIONS FOR LEAVE TO  
AMEND ANSWER TO INCLUDE AFFIRMATIVE DEFENSES,  
MOTION FOR LEAVE TO FILE CROSS-CLAIM FOR  
CONTRIBUTIONS AND MOTION TO COMPEL AS TO  
DEFENDANT GAGNON, COUNSEL FOR ALL PARTIES  
APPEARING.

IT IS ORDERED:

- (1) ~~DEF~~ 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 WRITEN ~~DISCOVERY~~ DISCOVERY BY 2/4/13;
- (4) CASE RESET FOR STATUS ON COMPLETION  
OF PARTY DEPOSITIONS FOR 4/3/13 at 9:00 AM.

SCANNED

(D) ✓

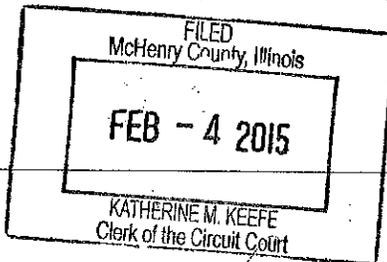
Prepared by: \_\_\_\_\_

Attorney for: \_\_\_\_\_

Attorney Registration No.: \_\_\_\_\_

Judge

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS



GEN. NO. 12 LA 178  
 Jury  Non-Jury

Dulberg

vs.

GAGNON

Date 2/04/15 Plaintiff's Attorney Popouch Defendant's Attorney Lishoski

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 @ 201.

*[Handwritten signature]*

**SCANNED**

Prepared by: Popouch  
Attorney for: PIIF  
Attorney Registration No.: \_\_\_\_\_

Judge [Signature]

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

Paul Dulberg  
Plaintiff

FEB 11 2016

Circuit Clerk Use Only  
ORD  
ORDJ  
ORDDWP

vs  
David Gagnon, et al  
Defendant

KATHERINE M. KEEFE  
Clerk of the Circuit Court  
Case Number 2 LA 000178

ORDER

- Plaintiff(s) appear in person/by attorney Baudin II
- Defendant(s) appear in person/by attorney Reddingham
- 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 3/17, 2016 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: \_\_\_\_\_

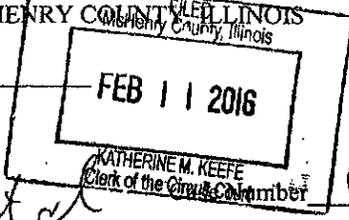
Date: 2/11/16

[Signature]  
Judge

201 5

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS



Circuit Clerk Use Only
ORD
ORDJ
ORDDWP

Paul Dulberg
Plaintiff

David Gagnon, et al
Defendant

12 LA 000178

ORDER

- Plaintiff(s) appear in person/by attorney
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 \$
Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for \$
Case set for trial arbitration on
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 3/17, 20 16 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:

Date: 2/11/16

[Signature]
Judge

CV-ORD13: Revised 10/01/08

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

GEN. NO. 12 CA 178

Jury  Non-Jury

Dulberg

vs.

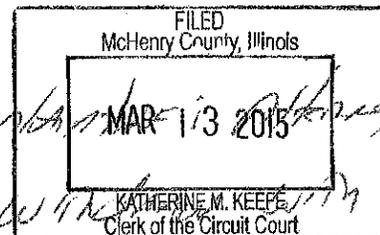
Ryan et al.

Date 3/12/15

Plaintiff's Attorney Ryan

Defendant's Attorney

ORDER



This matter coming to be heard on plaintiff's motion to withdraw as counsel for plaintiff's law office of Thomas Ryan's motion to withdraw as counsel for plaintiff's law office being heard and the court being fully advised in its presence it is ordered:

1. Law office of Thomas Ryan's motion to withdraw as counsel for plaintiff is granted
2. Plaintiff Paul Dulberg shall have 21 days in which to retain new counsel or file Supplementary Appearance
3. Matter is continued to Apr. 14, 2015 for status or plaintiff's new appearance. (4/10/15) (D)

Prepared by: R. Leonard Ryan

Attorney for: PLAINTIFF

Attorney Registration No.: 629171

4. 4/19/15 pretax is STRIKED

SCANNED

#5-201

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

Plaintiff Dulberg

FILED  
McHenry County, Illinois  
MAR 17 2016  
KATHERINE M. KEEFE  
Clerk of the Circuit Court

Circuit Clerk Use Only  
ORD  
ORDJ  
ORDDWP

vs  
Defendant Gagnon

Case Number 12 LA 000178

**ORDER**

- Plaintiff(s) appear in person/by attorney Baudin
- Defendant(s) appear in person/by attorney Reddingm
- 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.

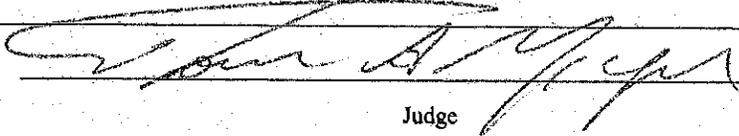
Case set for  trial  arbitration on 9/26, 2016 at 10:00 a.m. in Courtroom 201

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).

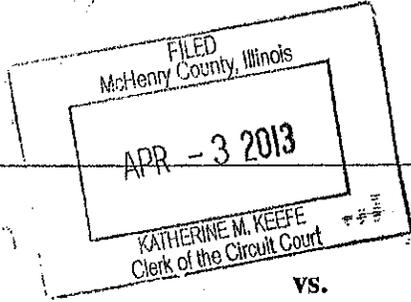
**NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.**

- 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 \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, m. for \_\_\_\_\_.
- 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 discovery closes on 8/01/16 and pre-trial 9/23/16 at 10:00 a.m. in Courtroom 201.

Date: \_\_\_\_\_  
  
 Judge

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS



GEN. NO. 12LA178  
 Jury  Non-Jury

Paul Dulberg

David Garrison, et al.

VS.

Date 4/3/13 Plaintiff's Attorney [Signature] Defendant's Attorney [Signature]

**ORDER**

Come for all parties appearing, and  
the Court being advised that the McHenry  
Defendant's motion for summary judgment was  
granted for the reasons stated in the  
order of the Court dated 4/3/13.

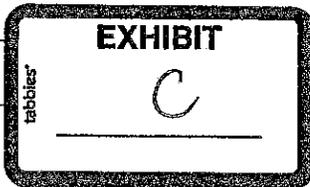
The Plaintiff's motion for summary judgment  
dated 4/1/13 is hereby denied.

The Court of said case has and awarded  
to the Plaintiff the sum of \$10,000.00  
plus interest and costs. The Plaintiff's  
motion for summary judgment is denied.  
Such a summary judgment is hereby entered.  
This is the Court's judgment and order.

Prepared by: \_\_\_\_\_

Attorney for: \_\_\_\_\_

Attorney Registration No.: \_\_\_\_\_



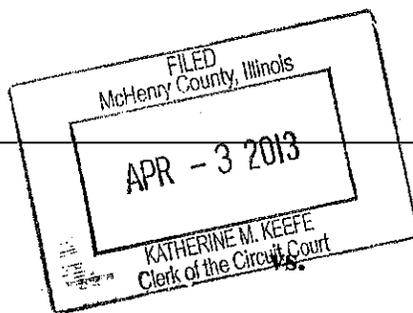
Judge \_\_\_\_\_

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

GEN. NO. 12LA178

Jury  Non-Jury

PAUL DULBERG



DAVID GAGNON, et al.

Date 4/3/13 Plaintiff's Attorney MAST Defendant's Attorney McGuire -> BARRON GAGNON -> A. CARRON

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:

~~AND~~ 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, manual and paperwork are free to use same in the ordinary course; provided, however, that owners shall not sell or otherwise discard <sup>parts, accessories, manuals or</sup> ~~associated~~ chainsaw without further order of the court.

Prepared by: \_\_\_\_\_

Attorney for: \_\_\_\_\_

Attorney Registration No.: \_\_\_\_\_

Judge \_\_\_\_\_

SCANNED

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

#2

Plaintiff

DULBERG

FILED  
McHenry County, Illinois  
APR - 4 2014  
KATHERINE M. KEEFE  
Clerk of the Circuit Court

Circuit Clerk Use Only  
\_\_\_\_ ORD  
\_\_\_\_ ORDJ  
\_\_\_\_ ORDDWP

vs

GATTON

Case Number

12LA178

Defendant

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, 2014 at 9:00 A m. for STATUS OF FL2)
- Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute. DISCOVERY
- 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 \$ (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: \_\_\_\_\_

Date: 4/4/13

*[Signature]*

Judge **SCANNED**  
Dulberg 004381

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS



GEN. NO. 12LA 178

Jury  Non-Jury

PAUL  
DULBERG

DAVID GAGNON,  
et al

Date 4/16/14 Plaintiff's ROSS Attorney MAST Defendant's RON BARNEY - MCHENRY Attorney PERO - GAGNON

ORDER

This cause coming on before the Court on the McHenry Defendants Motion to Vacate the Protective Order, counsel for Plaintiff of the minute present, and there being no objection;

It is ORDERED:

- (1) The McHenry 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

(D) ✓

Prepared by: Ron Barney

Attorney for: McHenry Defendants

Attorney Registration No.: 6209572

Judge

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.

Bagnon, et al.

Date 6-5-13

Plaintiff's  
Attorney

R. Luntz  
Hans Mast

Defendant's  
Attorney

Perry Accardo-Bagnon  
C. Bielkiss for  
Ron Busch-McGuire

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 Thomas;
  - ② The case is continued to 8-14-13 at 9 AM for status on F2 discovery.
- (D) ✓

SCANNED

Prepared by:

C. Bielkiss (Ron Busch)

Attorney for:

Defendants-McGuire

Attorney Registration No.:

Judge

*[Handwritten Signature]*

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

#8 (RTD)

004-528-1968.1

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

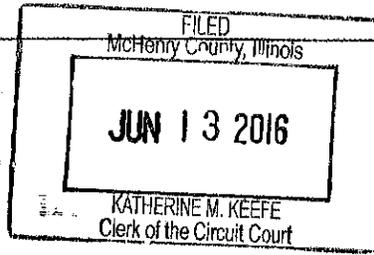
GEN. NO. 12LA 000178

Jury  Non-Jury

Dulberg

Gagnon

vs.



Date

6/13/16

Plaintiff's Attorney

Defendant's Attorney

Reddingford

Agreed ORDER

This cause coming on to be heard on defendant's motions, all parties having notice and the Court being fully advised.

It is hereby ordered that:

- 1) Defendant's motion for an SME pursuant to S.C. 215;
- 2) Defendant's motion to continue the trial of 6/22/16;
- 3) Defendant's motion to bar Dr. Kujawa's new opinions and medical treatment and
- 4) Defendant's motion to compel the discovery and deposition of Dr. Bobby Lanford, PhD.

All motions are entered and continued to 7/11/16 @ 9:00 a.m. in 201.

Prepared by:

S. Reddingford / Lironit

Attorney for:

A

Attorney Registration No.:

6206186

Judge

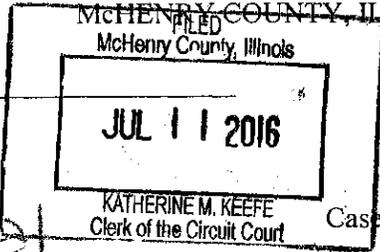
*[Handwritten signature]*

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

Dulberg

Plaintiff



Circuit Clerk Use Only
ORD
ORDJ
ORDDWP

Gagnon, et al
Defendant

Case Number 12 LA 178

ORDER

- Plaintiff(s) appear in person/by attorney K. Boudin & Randy Boudin of The Boudin Law Group Ltd.
Defendant(s) appear in person/by attorney S. Reckington
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.
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 July 21, 2016 at 9:00 A. m. for Defendant's motion is for INE, continue trial, strike Dr. Kujawa's opinions and compel expert deposition.
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:

[Signature]
Judge

Dulberg  
orders

line 7

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

Dulberg  
Plaintiff

Gagnon  
Defendant

vs

Circuit Clerk Use Only	
_____	ORD
_____	ORDJ
_____	ORDDWP

FILED  
McHenry County, Illinois

JUL 21 2016 Case Number 12 LA 178

KATHERINE M. KEEFE  
Clerk of the Court

**ORDER**

- Plaintiff(s) appear in person/by attorney K. Baurtin of The Baurtin Law Group, Ltd.
- Defendant(s) appear in person/by attorney S. Reddington
- 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 August 10, 2016 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:** Trial date of 9/26/16 is hereby stricken. Pre-trial date of 9/23/16 is also stricken. Defense Counsel's other motions are entered and continued.

Date: \_\_\_\_\_  
[Signature]  
Judge

P.d  
#9

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 Ron 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. (D)
- 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's Motion.

Date: \_\_\_\_\_

Thomas A. Meyer  
Judge

McHENRY COUNTY, ILLINOIS  
AUG - 8 2012  
KATHERINE M. KEEFE  
Clerk of the Circuit Court

Circuit Clerk Use Only  
ORD  
ORDJ  
ORDDWP

Dulberg  
Plaintiff

vs

Cagnon  
Defendant

Case Number 12 LA 178

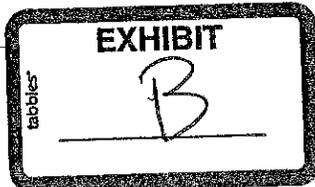
ORDER

- Plaintiff(s) appear in person/by attorney T. Coerman / Papovich
- Defendant(s) appear in person/by attorney Tom Borch
- 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 Stipulation.
- 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 Motion for Protective Order is granted as set forth in Plaintiff Motion.

Date: \_\_\_\_\_



Thomas A. Meyer  
Judge

Dulberg

#1

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

Paul Dulberg  
Plaintiff

FILED  
McHenry County, Illinois  
AUG 10 2016  
KATHERINE MCKEEFE  
Clerk of the Circuit Court

Circuit Clerk Use Only  
ORD  
ORDJ  
ORDDWP

vs  
David Gagner  
Defendant

Case Number 12LA000178

Agreed ORDER

- Plaintiff(s) appear in person/by attorney \_\_\_\_\_
- Defendant(s) appear in person/by attorney Redding
- 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, 2016 at 9:00a m. for status on binding mediation
- 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: Defendant's Motion for S.C.R. 215 I.M. is granted and scheduled for 10/4/16 with Dr. Craig Phillips Defendant's motions to ban Dr. Kujawa and to compel plaintiff expert discovery and deposition are entered and continued to 12/12/16  
Date: 8/10/16

*[Signature]*  
Judge

(5)

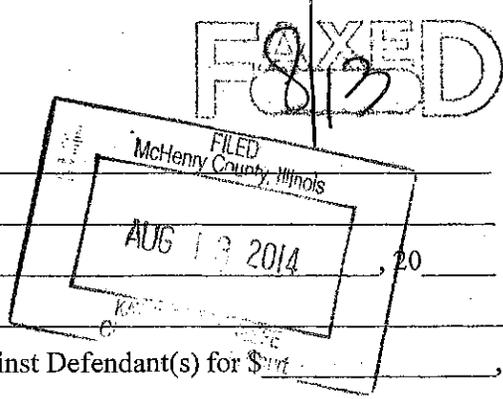
Duhlberg  
Plaintiff

vs  
Gagnon  
Defendant

Case Number 12LA000178

Circuit Clerk Use Only	
_____	ORD
_____	ORDJ
_____	ORDDWP

**ORDER**



- Plaintiff(s) appear in person/by attorney \_\_\_\_\_
- 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.
- 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, 2014 at 9:00 a.m. for trial setting.
- 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

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

143  
# 6

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS



GEN. NO. 12 LA 178  
 Jury  Non-Jury

*Dulberg*

vs.

*GARNON et al*

Date 8/14/13 Plaintiff's Attorney TT

Defendant's Attorney

ORDER

This case coming on for status on medical discovery, counsel for Plaintiff + the McGuire Defendants appearing, and the Court being advised,

IT IS ORDERED:  
case 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 *[Signature]*

B 1 # 3

Paul Dulberg  
Plaintiff

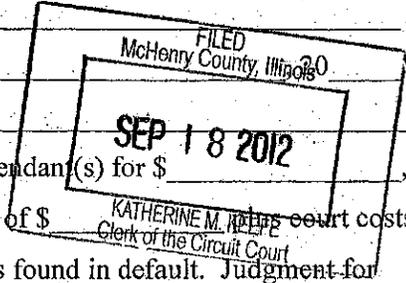
Circuit Clerk Use Only	
_____	ORD
_____	ORDJ
_____	ORDDWP

vs  
DAVID BAGNER et al.  
Defendant

Case Number 12 CA 08

**ORDER**

- Plaintiff(s) appear in person/by attorney R. Lambert - law of T. Repovich
- 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 \$ \_\_\_\_\_ 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 Nov. 21, 2012 at 9:00 A m. for Status - Room 24
- 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: \_\_\_\_\_  
[Signature]  
Judge

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

131 # 4

Ronald DeKor  
Plaintiff

Circuit Clerk Use Only	
_____	ORD
_____	ORDJ
_____	ORDDWP

David Agnes  
Defendant

Case Number 12-02-173

**FAXED**  
10/1

**ORDER**

- Plaintiff(s) appear in person/by attorney R. Leuter. Povich
- 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.
- 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).

FILED 20  
McHenry County, Illinois  
**OCT - 1 2014**  
KATHERINE M. KEEFE  
Clerk of the Circuit Court

**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 7:00 A m. for Hear and Trial **(D)**
- Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute. fattory
- Case dismissed with/without prejudice on Plaintiff's motion. Romoli
- 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: \_\_\_\_\_  
[Signature]  
Judge

Dulberg

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT  
MC HENRY COUNTY, ILLINOIS

Plaintiff Dulberg

vs  
Defendant Garrow

FILED  
OCT 20 2015  
Clerk of the Court Case Number

Circuit Clerk Use Only  
ORD  
ORDJ  
ORDOWP

Case Number 1264178

ORDER

- Plaintiff(s) appear in person/by attorney
- Defendant(s) appear in person/by attorney Accused
- 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 \_\_\_\_\_ in \_\_\_\_\_ Courtroom
- Defendant(s) shall file an Appearance within \_\_\_\_\_ days of today's date, or without further Notice by 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 11/16, 2015 at 10:00 am for trial
- 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:

*meis*

Date:

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT

McHENRY COUNTY, ILLINOIS

Stamp: OCT 20 2015  
Case Number: 1264178

Circuit Clerk Use Only  
ORD  
ORDJ  
ORDDWP

Plaintiff: DUBERG

vs  
Defendant: GARWOOD

ORDER

- Plaintiff(s) appear in person/by attorney
- Defendant(s) appear in person/by attorney Answer
- 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 \_\_\_\_\_ 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 11/16, 2015 at 9:30 in room 1264178
- 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:

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

15172

Paul Dulberg  
Plaintiff

Circuit Clerk Use Only	
_____	ORD
_____	ORDJ
_____	ORDDWP

vs

Case Number 17 CP 170

David Gagan, et al  
Defendant

**ORDER**

- Plaintiff(s) appear in person/by attorney B. Lumber - Repair
- Defendant(s) appear in person/by attorney David Gagan, et al
- 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) \_\_\_\_\_ 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).

FILED  
McHenry County, Illinois  
OCT 30 2013  
KATHERINE M. KEEFE  
Clerk of the Circuit Court

**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 3, 2014 at 9:00 A m. for Status Records
- 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: \_\_\_\_\_

**SCANNEL**

Date: \_\_\_\_\_

[Signature]  
Judge

Document Page 1 of 1  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Western Division

In Re:  
PAUL DULBERG

Debtor(s)

)  
)  
)  
)  
)  
)  
)

BK No.: 14-83578

Chapter: 7

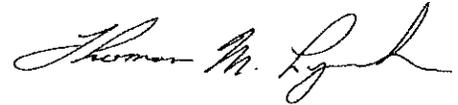
Honorable Thomas M. Lynch

**ORDER**

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion for Authority to Enter into a "Binding Mediation Agreement", the Court after considering the Motion, the statements of counsel, pleadings on file and being fully advised in the premises:

IT IS HEREBY ORDERED that Joseph D. Olsen, Trustee herein, is authorized to enter into a "Binding Mediation Agreement" as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.

Enter:



Honorable Thomas M. Lynch

United States Bankruptcy Judge

Dated: October 31, 2016

**Prepared by:**

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104  
815-965-8635 (phone)  
815-965-4573 (fax)

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT  
 MONROE COUNTY, FLORIDA

\_\_\_\_\_  
 Clerk of Court  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Plaintiff \_\_\_\_\_

The Summons \_\_\_\_\_

Defendant \_\_\_\_\_

**ORDER**

Plaintiff(s) appear in person by attorney \_\_\_\_\_  
 Defendant(s) appear in person by attorney \_\_\_\_\_  
 Summons not served and 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 \_\_\_\_\_  
 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 \_\_\_\_\_ at \_\_\_\_\_ in Courtroom \_\_\_\_\_  
 Defendant(s) shall file an Appearance within \_\_\_\_\_ days of notice's date, or without further notice to Defendant(s), the trial date will be stricken and a judgment in 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 notice's date.  
 This case is continued on Motion of  Plaintiff  Defendant  By Agreement  Court  
 - \_\_\_\_\_  
 Case called. Plaintiff(s) fail to appear. Case dismissed for Plaintiff(s) failure to prosecute.  
 Case dismissed with/without prejudice in 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 \_\_\_\_\_  
 → *Kash/15*  
 per clerk

PS 1 # 2

Paul Anthony  
Plaintiff

vs  
DAVIS GAGNON et al.  
Defendant

Case Number 12 LA 178

Circuit Clerk Use Only	
<input type="checkbox"/>	ORD
<input type="checkbox"/>	ORDJ
<input type="checkbox"/>	ORDDWP

**ORDER**

**FAKED**

FILED  
McHenry County, Illinois  
NOV 21 2014  
KATHERINE W. KEEFE  
Clerk of the Circuit Court

- Plaintiff(s) appear in person/by attorney R. Lumbré - Reviser
- 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.
- 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 11/12 2014, 2014 at 9:00 a m. for status of 212(F)(3).
- Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute. dis/sums
- Case dismissed with/without prejudice on Plaintiff's motion. Am. 24
- 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. (D)
- After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).
- COURT FURTHER ORDERS: \_\_\_\_\_

**SCANNED**

Date: \_\_\_\_\_  
Judge: [Signature]

13-2 #11

Circuit Clerk Use Only	
ORD	
ORDJ	
ORDDWP	

*Paul Dulberg*  
Plaintiff

vs

*DAVID GAGNON et al*  
Defendant

Case Number *13 CA 178*

**FILED**  
*11/08*

**ORDER**

- Plaintiff(s) appear in person/by attorney *R. Gumbert - Republic*
- 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.
- Defendant(s), having failed to appear or otherwise respond to the summons, is Guilty 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).

FILED  
McHenry County, Illinois  
NOV 26 2012  
KATHERINE M. KEEFE  
Clerk of the Court

**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 *STATE OF ILLINOIS* **(P)**
- Case called; Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute. *Room 201* **(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: *All Writen Discovery shall be completed by 1/30/13*

**SCANNED**

Date: \_\_\_\_\_  
*[Signature]*  
Judge

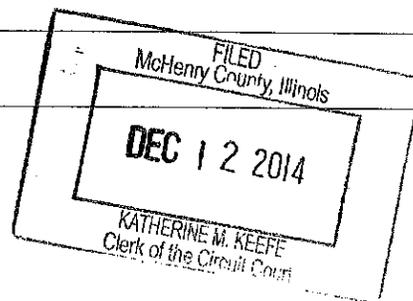
STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

GEN. NO. 12 LA 178  
 Jury  Non-Jury

Dulberg vs. Gagnon

Date \_\_\_\_\_ Plaintiff's Attorney Mered Defendant's Attorney \_\_\_\_\_

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(A) witnesses to be disclosed by February 4, 2015.

Prepared by: \_\_\_\_\_

Attorney for: \_\_\_\_\_

Attorney Registration No.: \_\_\_\_\_

Judge \_\_\_\_\_

SCANNED

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS }  
COUNTY OF MCHENRY } SS

GEN. NO. 12 LA 178  
 Jury  Non-Jury

PAUL DULBERG

vs.

DAVID GAGNON  
et al

Date 4/3/13 Plaintiff's Attorney MAST Defendant's Attorney McGuire → BACH  
GAGNON → Accardo

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. (D)

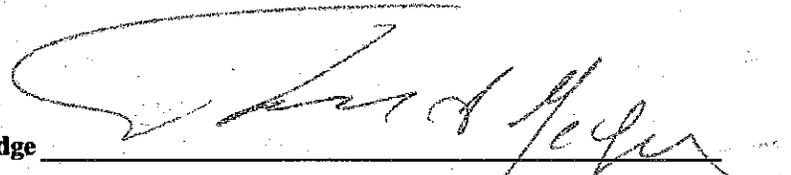
~~parts, accessories, manuals et~~

Prepared by: \_\_\_\_\_

Attorney for: \_\_\_\_\_

Attorney Registration No.: \_\_\_\_\_

Judge



IN THE CIRCUIT COURT OF THE 22<sup>nd</sup> JUDICIAL CIRCUIT  
McHENRY COUNTY, ILLINOIS

PAULO DULBERG )

v )

DAVUID GAGNON, etc., et al. )

Case No. 12LA178

**ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE**

Reason for Reassignment:

\_\_\_ Motion for Substitution of Judge: \_\_\_ by Right \_\_\_ for Cause

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

*Michael H. O'Connell*  
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

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

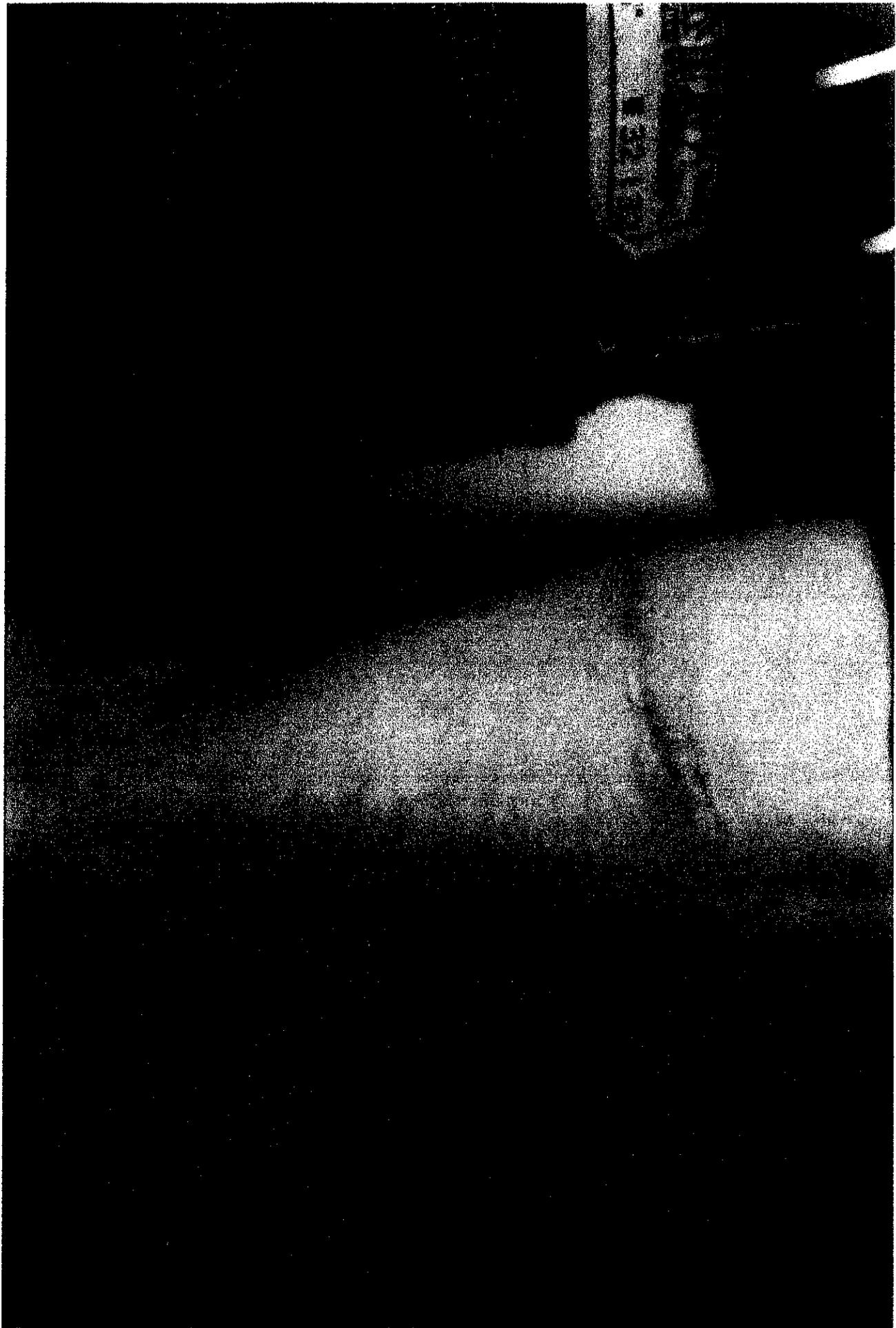
*Michael J. Sullivan*  
Chief Judge

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

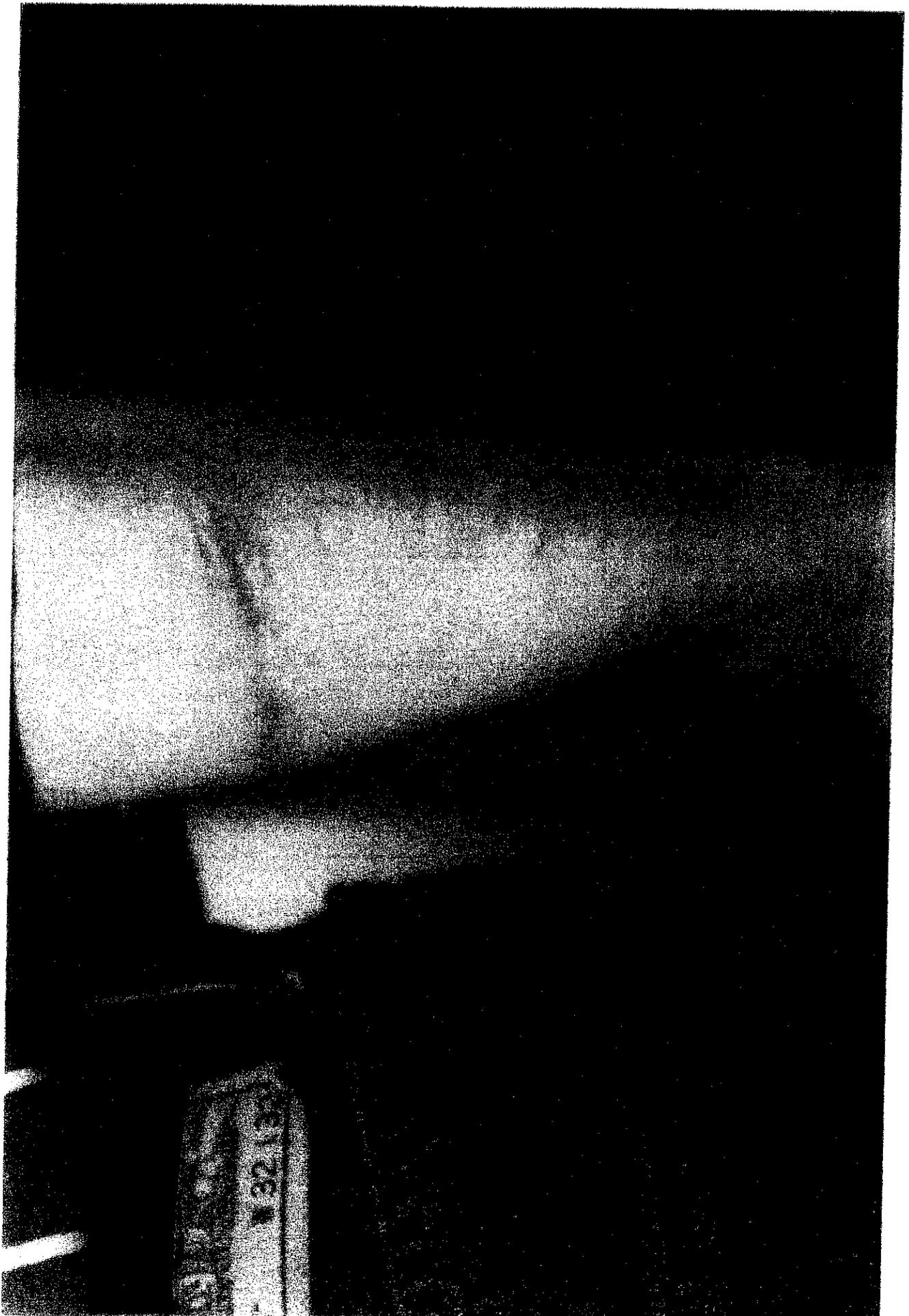
*Lusy Huffman*



DULBERG POLL 1K  
BY B001010383  
07/24/12



Dulberg 004405





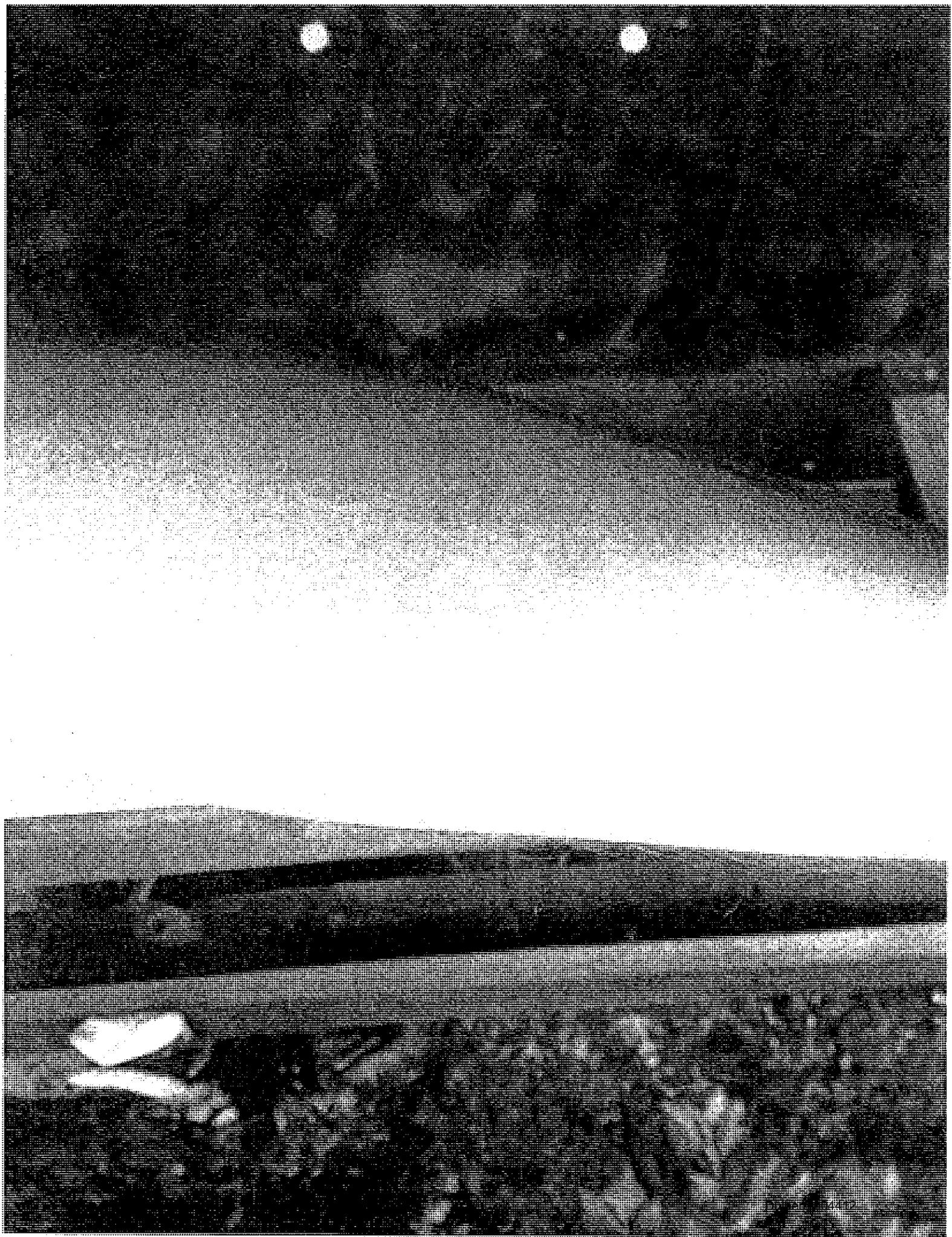






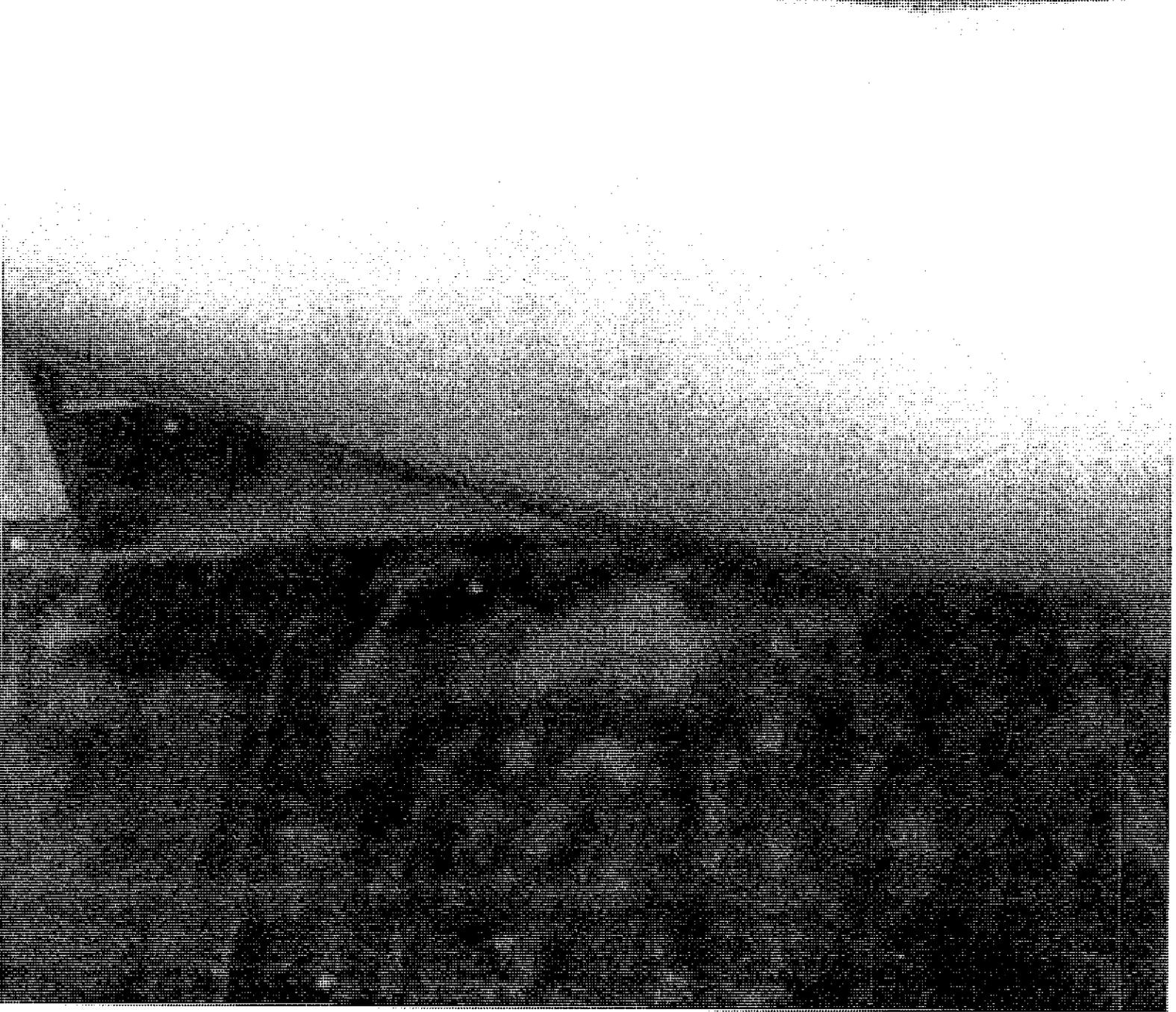
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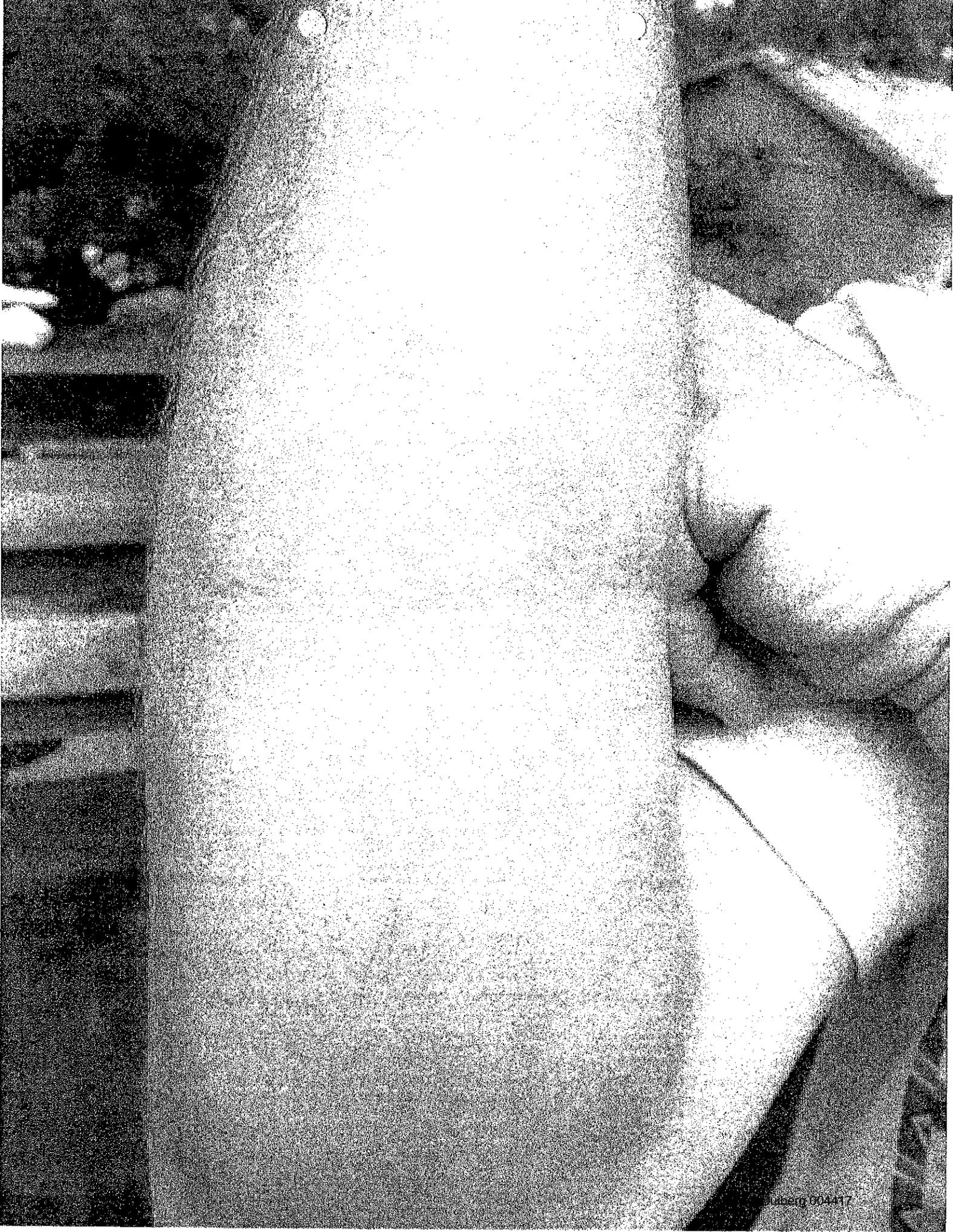


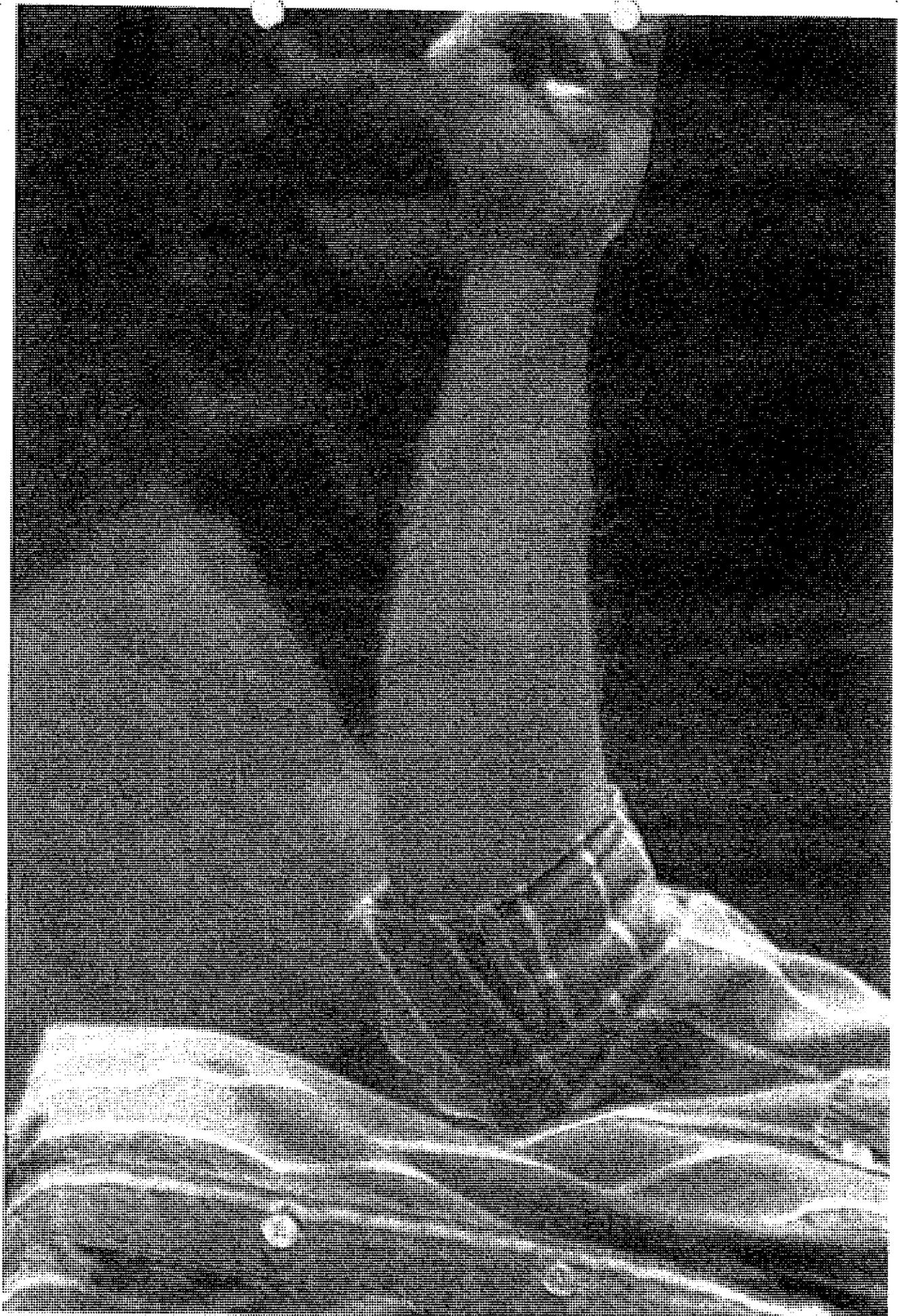


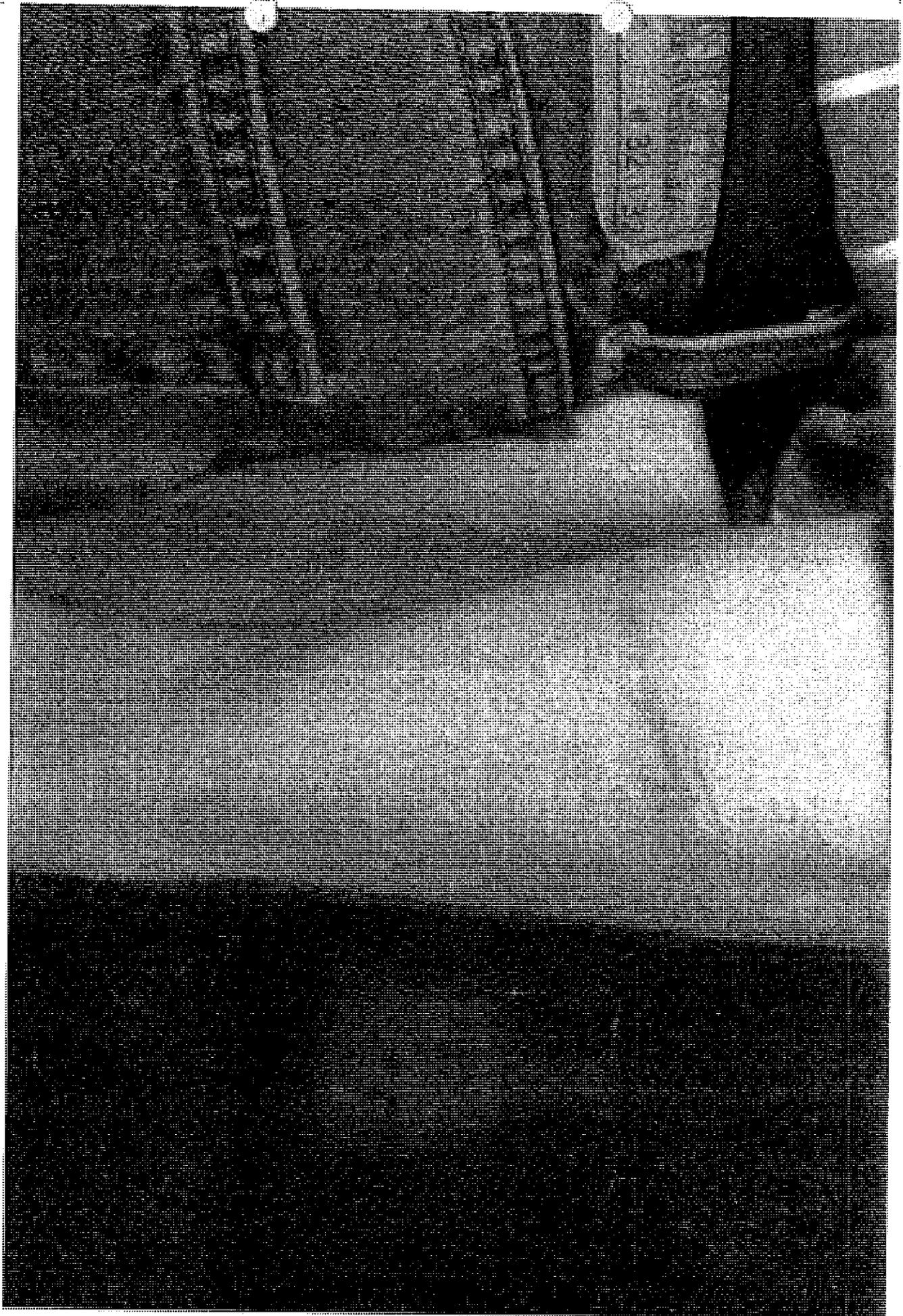










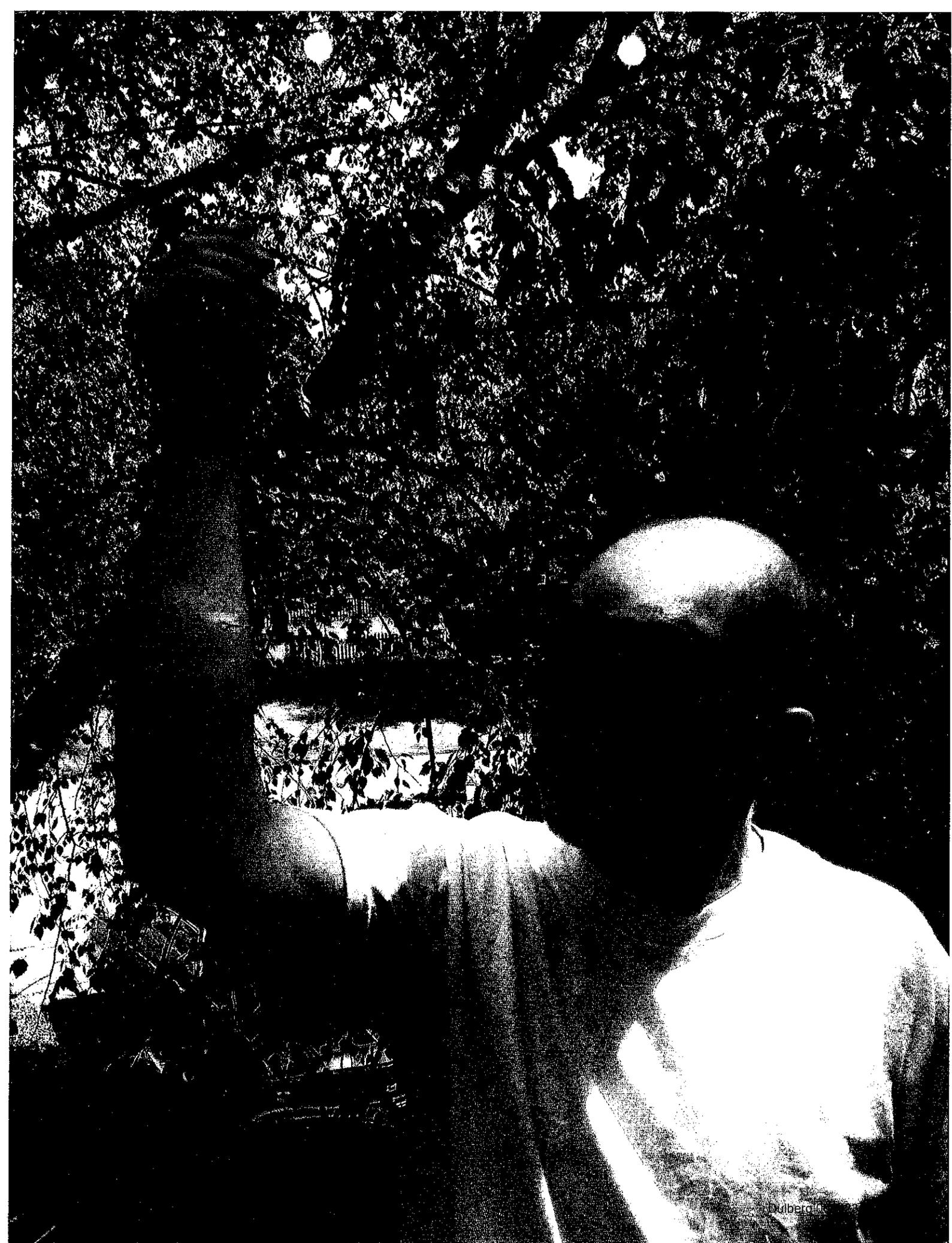


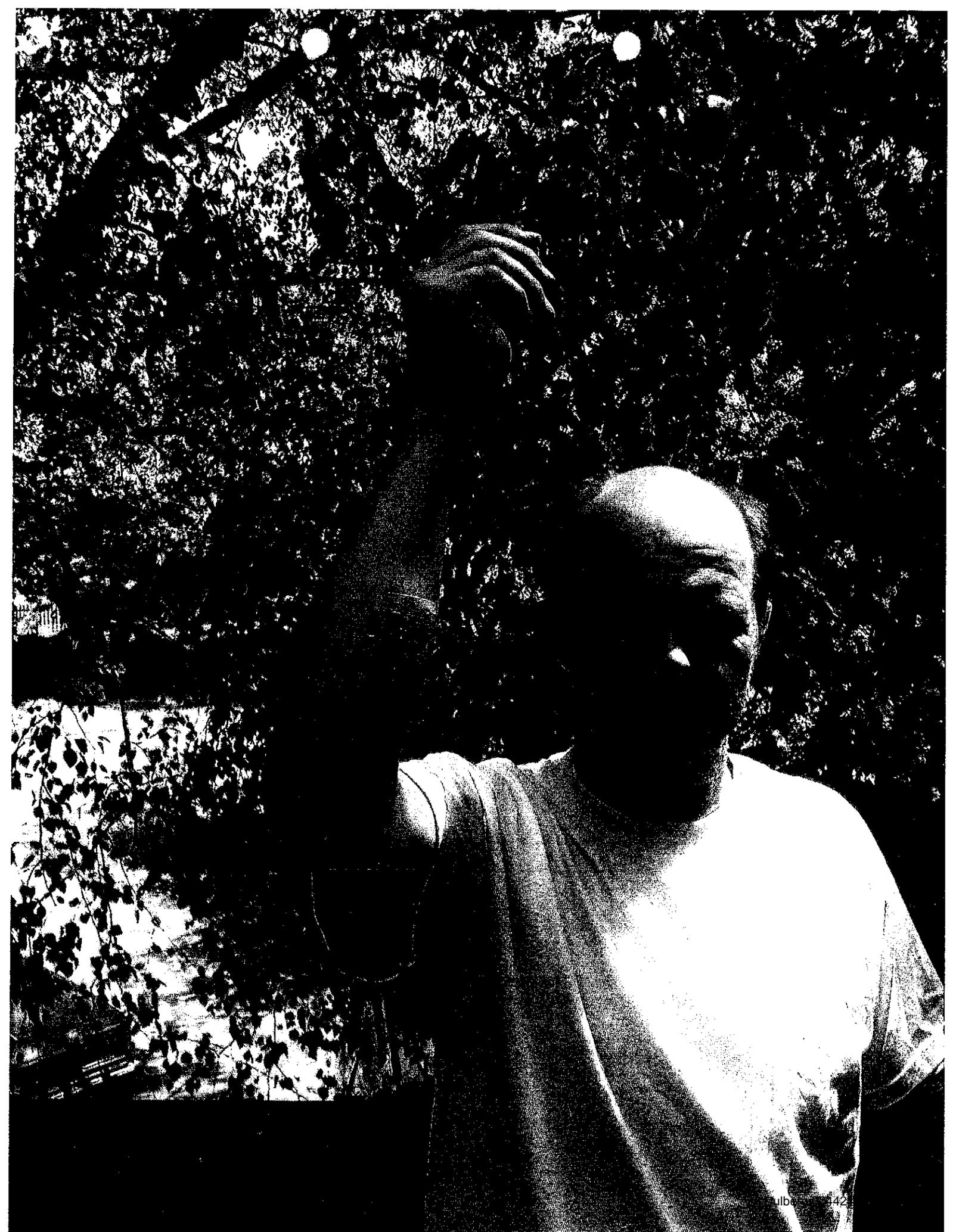




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Dulberg 004428





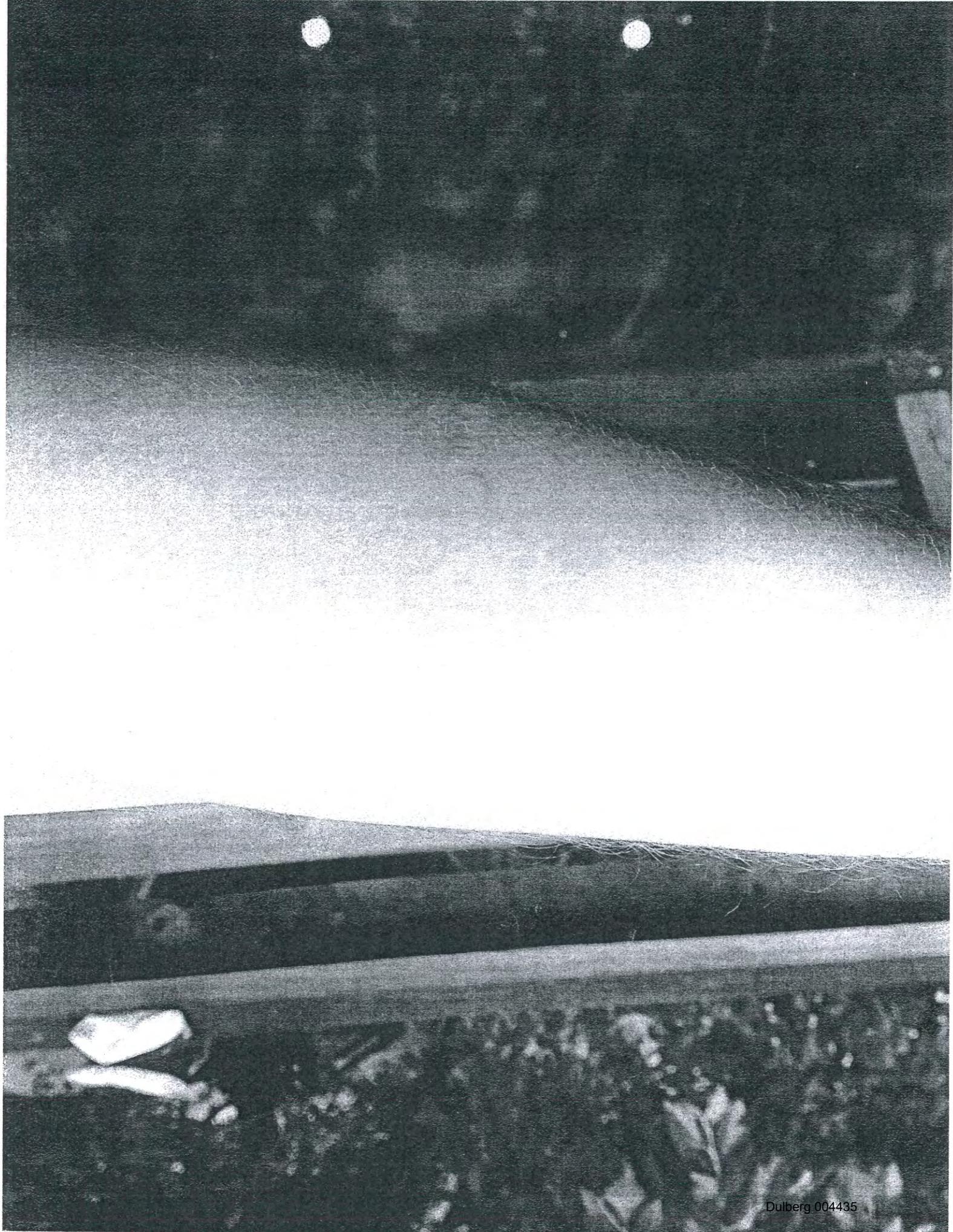




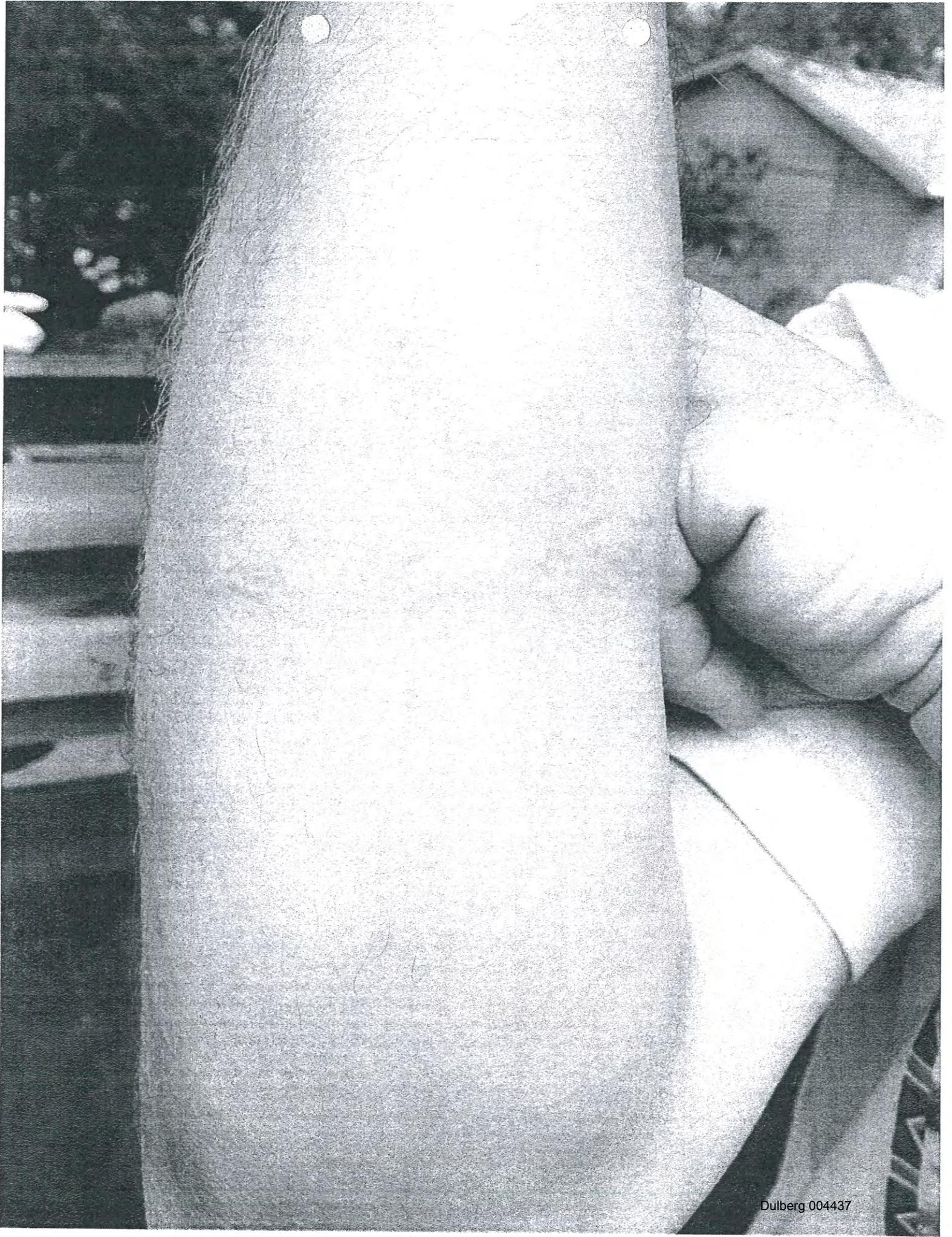


Dulberg 004433



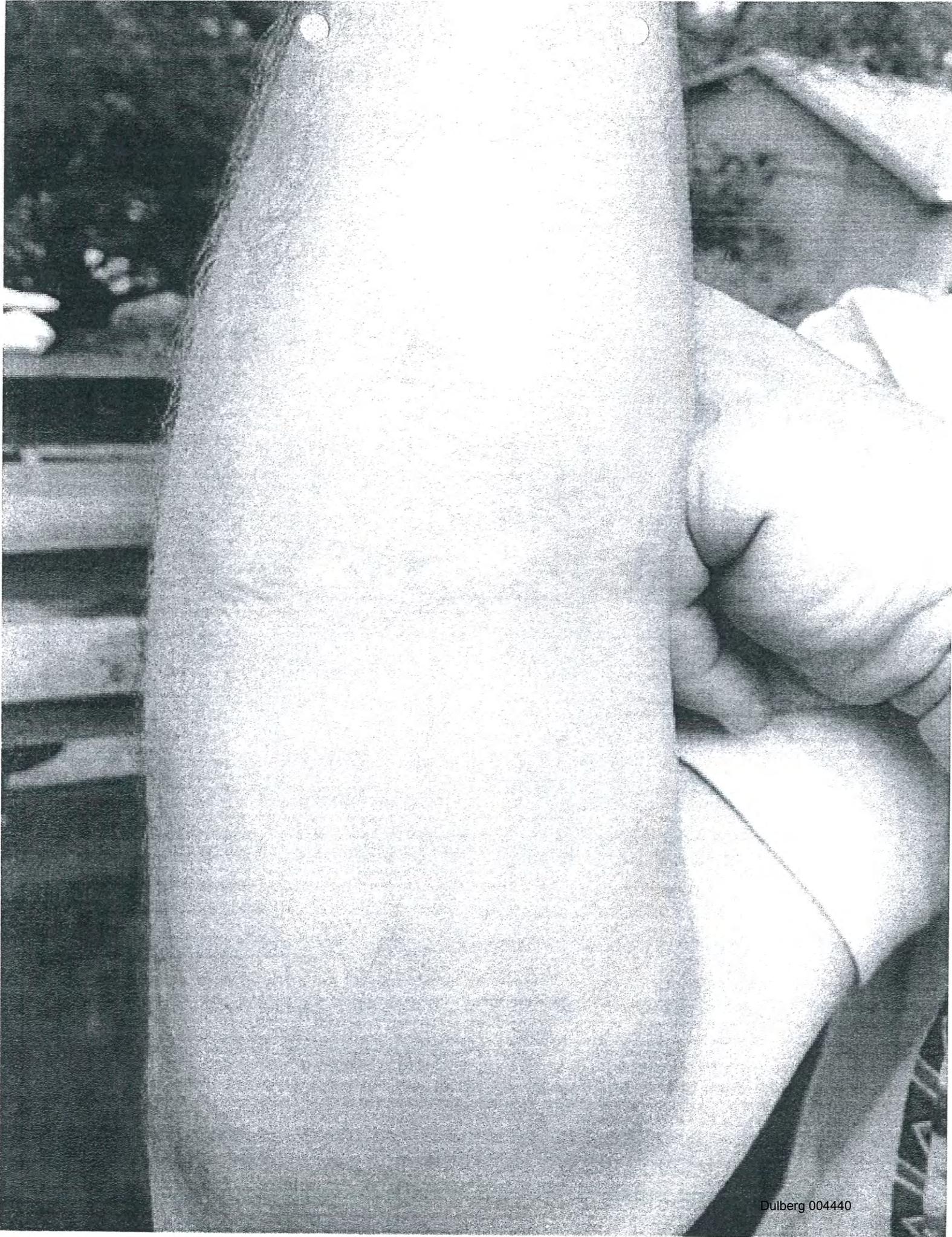


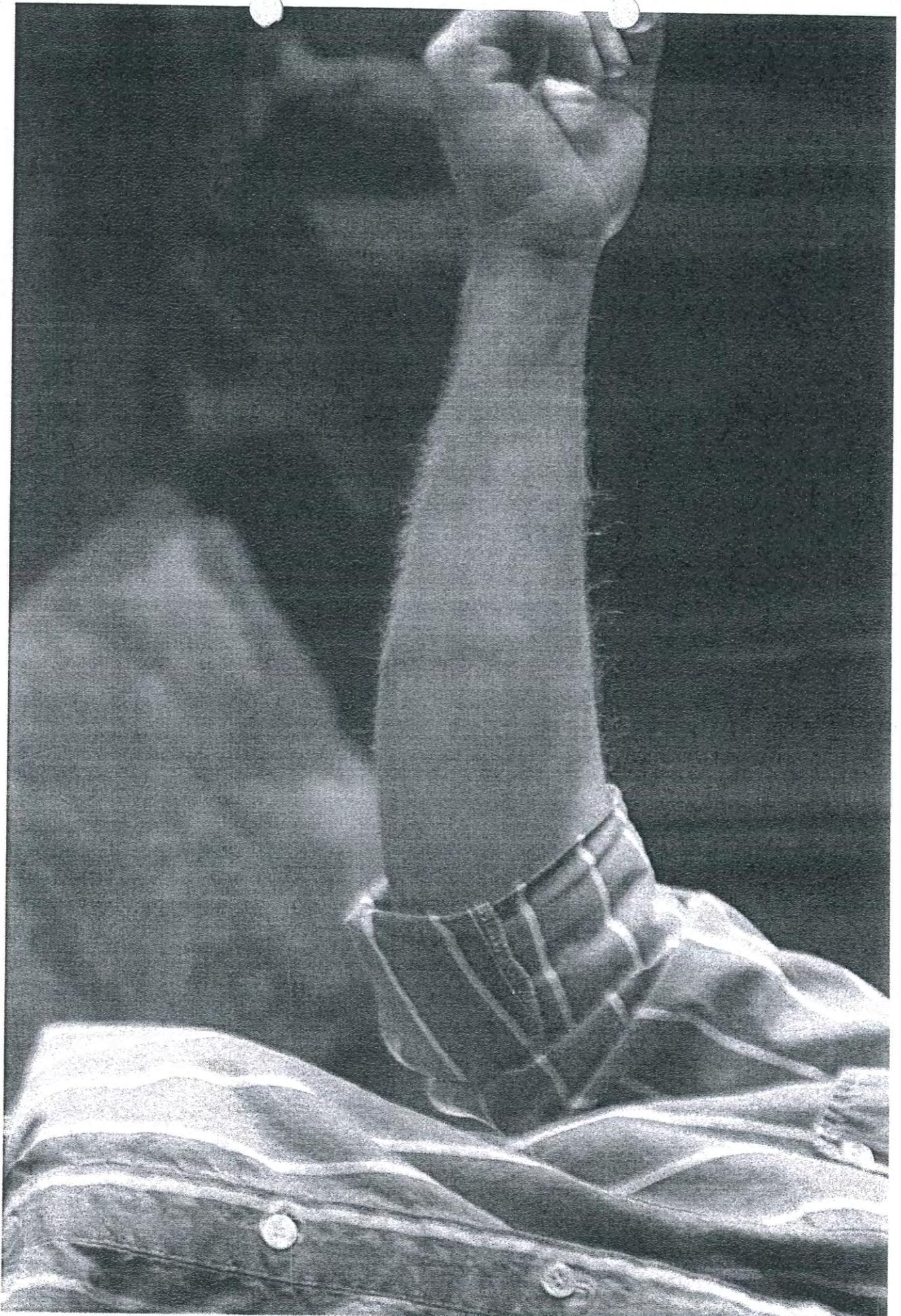


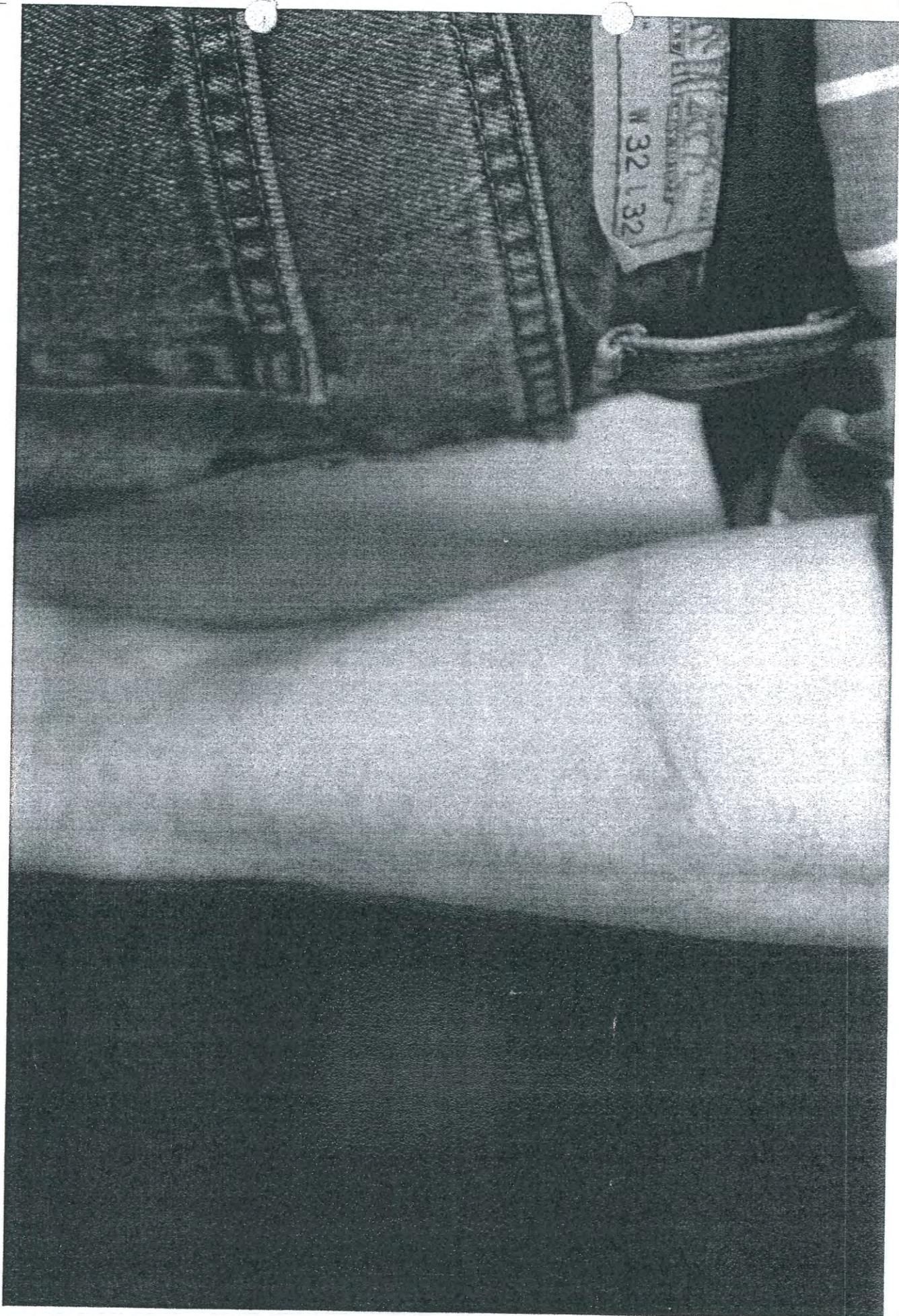


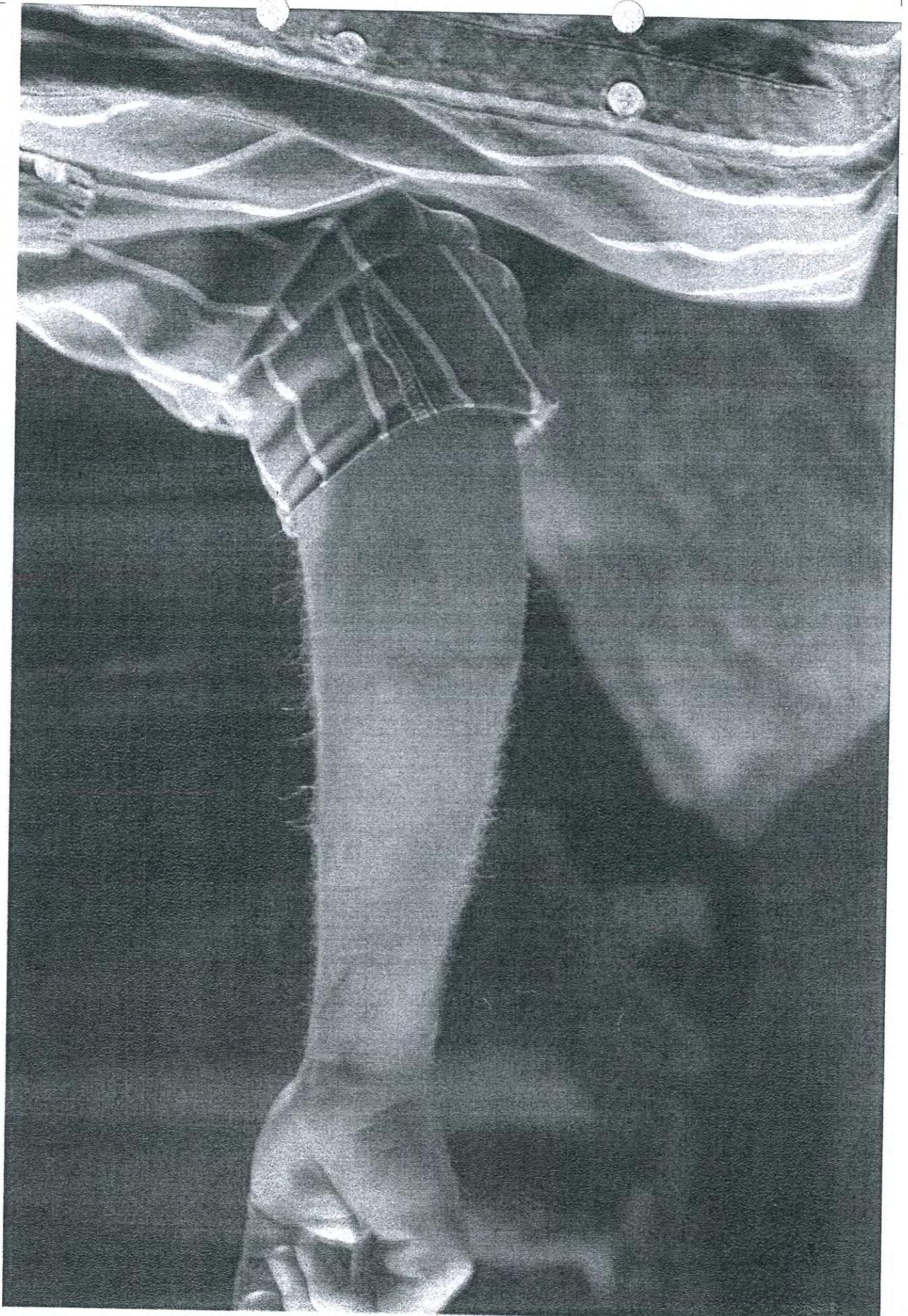












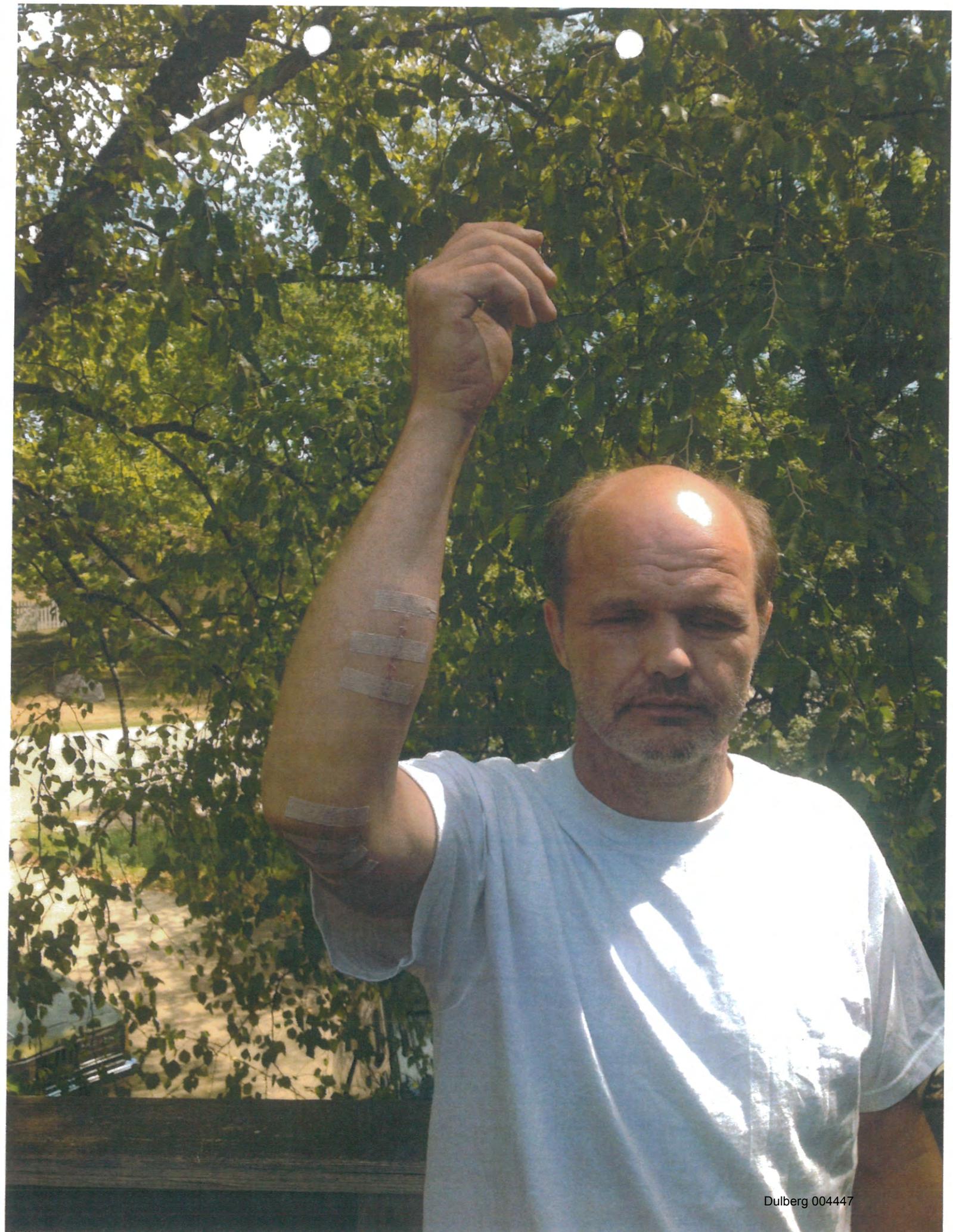
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Page 1



Dulberg 004444











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. )

**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. McGuire's were on the premises.



4. State specifically and with certainty the personal injuries and property 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, 2011, 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 Dullberg, 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 involvement;
- 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.

A handwritten signature in black ink, appearing to read 'HANS A. MAST', is written over a horizontal line.

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

DATE: 7-20-12

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. )

**PLAINTIFF'S INTERROGATORIES TO  
DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE**

NOW COMES the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW  
OFFICES OF THOMAS J. POPOVICH, P.C., and pursuant to Illinois Supreme Court Rule 213,  
propounds the following interrogatories to Defendants, to be answered under oath, including full  
information known to you, your agents, and attorneys within 28 days of service:

In construing these Interrogatories:

1. If any discovery request cannot be answered in full after exercising due diligence to  
secure the information to do so, please so state and answer the request to the extent possible, specify  
an inability to answer the remainder of any such request and state whatever information or  
knowledge is presently available to you concerning the unanswered portion of said request.

2. All objections or answers to these Interrogatories that fail or refuse to respond to any  
Interrogatory on the ground of any claim of privilege of for any other reason shall:

- a. State the nature of the claim or other ground of objection;
- b. State all facts relied upon in support of the claim of privilege or other ground of  
objection;
- c. Identify all documents related to the claim of privilege or other ground of objection;

- d. Identify all persons having knowledge of any facts related to the claim of privilege or other ground of objection; and
  - e. Identify all events, transactions, or occurrences related to the claim of privilege or other ground of objection.
1. State the full name of the defendant(s) answering, as well as your current residence address, date of birth, marital status, and social security number, and, if different, give the full name, as well as the current residence address, date of birth, marital status, and social security number of the individual(s) signing these Answers.
  2. State the full name and current residence address of each person who witnessed or claims to have witnessed the accident to the Plaintiff on the premises as described in the complaint.
  3. State the full name and current residence address of each person who witnessed or claims to have witnessed the work and/or conditions existing as described in the complaint at the location of the accident on the date of the accident described.
  4. State the name and address of the person(s) or entity that owned the property premises whereat the accident occurred as alleged, as of the date in question.
  5. State the name and address of the person(s) or entity that was involved in the work and/or maintenance of the exterior of the premises as alleged on the date in question.
  6. State the name and address of the person(s) or entity that decided or chose to undertake the work and/or maintenance of the exterior of the premises as alleged on the date in question, including chain saw use and activity.
  7. State the name and address of the person(s) or entity that was to supervise or oversee the work and/or maintenance at the exterior of the premises as alleged on the date in question including chain saw use and activity.
  8. State the full name and current residence address of each person, who was present and/or claims to have been present at the scene immediately before, at the time of, and/or immediately after said occurrence.
  9. State the name and address of each witness that knows or claims to know the circumstances of the alleged accident, how it occurred or how the Plaintiff became injured - as alleged in the complaint.

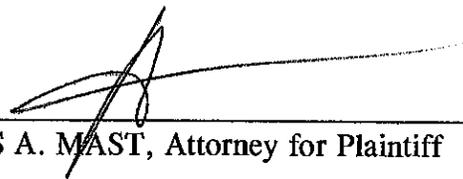
10. With respect to the chain saw that was being operated on the premises at the time of the alleged injury, state as follows:
  - a. Who was operating the chain saw at the time of Plaintiff's alleged injury;
  - b. Who owned the chain saw at the time of Plaintiff's alleged injury;
  - c. Who requested that the chain saw be used to perform work at the time of Plaintiff's injury.
11. With respect to David Gagnon's experience in use of a chain saw prior to the date of the alleged accident, state as follows:
  - a. How many times had David Gagnon operated the same or similar chain saw prior to the date of alleged accident;
  - b. What formal training did David Gagnon received in use or operation of a chain saw prior to the occurrence alleged;
  - c. Who, if any, (names and addresses) trained David Gagnon in use or operation of a chain saw prior to the occurrence;
12. What was the scope of work or task David Gagnon was engaged in with use of the chain saw at or about the time of the alleged accident.
13. Who (names and addresses) requested or chose to engage Gagnon in the "task" of use and operation of the chain saw at or about the time of the alleged accident.
14. What instructions or guidance, if any, was given to Gagnon prior to Plaintiff's alleged injury/accident with regard to how he was to perform the chain saw work at the premises.
15. Were you (Defendant) covered under any policy of insurance at the time of the occurrence. If so, were you named or covered under any policy, or policies, of liability insurance effective on the date of said occurrence, and: State the name of each such company or companies, the policy number or numbers, the effective period(s) occurrence, including umbrella or excess insurance coverage, property damage and medical payment coverage.
16. Do you have any information:
  - (a) That any plaintiff was, within the 5 years immediately prior to said occurrence, confined in a hospital and/or clinic, treated by a physician and/or other health professional, or x-rayed for any reason other than personal injury? If so, state each plaintiff so involved, the name and address of each such hospital and/or clinic, physician, technician and/or other health care professional, the approximate date

of such confinement or service and state the reason for such confinement or service;

- (b) That any plaintiff has suffered any serious personal injury and/or illness prior to the date of said occurrence? If so, state each plaintiff so involved, state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered;
  - (c) That any plaintiff has suffered any serious personal injury and/or illness since the date of said occurrence? If so, state each plaintiff so involved, state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered;
  - (d) That any plaintiff has ever filed any other suit for his or her own personal injuries? if so, state each plaintiff so involved, state the court, and caption in which filed, the year filed, the title and docket number of said case.
17. Were any photographs, movies and/or videotapes taken of the scene of the occurrence or of the persons involved? If so, state the date or dates on which such photographs, movies and/or videotapes were taken, the subject thereof, who now has custody of them, the name, address and occupation and employer of the person taking them.
18. Have you (or 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, written and/or recorded; and
  - (f) Who has possession of said statement if written and/or recorded.
19. 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, the date of said statement, and state whether such statement was written and/or oral.
20. State the name and address of each person having knowledge of Plaintiff's activities on the premises PRIOR to the accident in question.
21. State the name and address of each person having knowledge of Plaintiff's activities on the premises AFTER the accident in question.

22. Had the Plaintiff ever used or operated a chain saw on the premises or for the Defendant's prior to his alleged accident. If so, state the dates and times such occurred.
23. Pursuant to Illinois Supreme Court Rule 213(f), provide the name and address of each witness who will testify at trial, and state the subject of each witness' testimony, giving the following information:
  - (a) The subject matter on which the opinion witness is expected to testify;
  - (b) The conclusions and/or opinions of the opinion witness and the basis therefore, including reports of said witness, if any;
  - (c) The qualifications of each opinion witness, including a Curriculum Vitae and/or resume, if any; and
  - (d) Identify any written reports of the opinion witness regarding this occurrence.
24. 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.
25. 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).
26. State the name and address of each person at the premises (although maybe at different location or not a witness to the incident) described at the time of the occurrence.
27. Was the Plaintiff struck and injured by the chain saw while in operation on the date and time alleged. If so, what caused the chain saw to strike the Plaintiff.
28. Describe what, if any, of the Plaintiff's conduct caused or contributed to his injury on the date and time in question.
29. Did the chain saw malfunction at any time during its use prior to Plaintiff's alleged injury.
30. Prior to Plaintiff's alleged injury, was the subject chain saw operating safely and properly.

**Demand to Supplement:** Pursuant to Supreme Court Rule 213(i), the party answering these interrogatories is hereby requested to seasonably supplement or amend any prior answer or response whenever new or additional information subsequently becomes known to that party or the party's attorneys or agents.



---

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 ID No.: 06203684

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STATE OF ILLINOIS     )  
  )  
COUNTY OF McHENRY    )     SS

\_\_\_\_\_ being first duly sworn on oath, deposes and states that he/she is a Defendant in the above-captioned matter; that he/she has read the foregoing document entitled Answers to Interrogatories; and the answers made therein are true, correct and complete to the best of his/her knowledge and belief.

\_\_\_\_\_  
Defendant

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

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



**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

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.

FILED

OCT - 1 2012

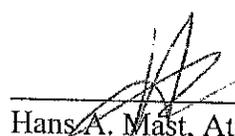
KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.

**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

**COPY**

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

**FILED**  
**FEB - 6 2013**  
KATHERINE M. RUSFA  
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

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. )

**PLAINTIFF'S REQUEST FOR PRODUCTION TO  
DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE**

NOW COMES the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., pursuant to Illinois Supreme Court Rule 201(b) and 214, and requests the production of the following documents within 28 days of service:

Definition: The word "document" as used in the following requests shall be defined as defined in Supreme Court Rule 201 (b)(1).

1. All statements (oral, written, or transcribed, signed or unsigned) by parties to this action given to some person or entity other than their attorney or insurer.
2. All statements (oral, written, or transcribed, signed or unsigned) from any person who:
  - a) Witnessed or claims to have witnessed the occurrence specified in the Plaintiff's Complaint;
  - b) Was present at the scene of the occurrence;
  - c) Has or claims to have knowledge of any of the facts of the occurrence specified in the Plaintiff's Complaint;
  - d) Has or claims to have knowledge of the condition of the Plaintiff; or
  - e) Has or claims to have knowledge of the location specified in the Plaintiff's Complaint.

3. All photographs, slides, motion pictures, videotapes, or other photographic reproductions taken subsequent to the alleged occurrence of the Plaintiff, any physical objects involved in the occurrence, the scene of the occurrence, and/or the occurrence itself.
4. All documents pertaining to the physical or mental condition of the Plaintiff prior and subsequent to the alleged occurrence including injuries sustained in other accidents.
5. Complete, unedited, and unabridged copies of any and all medical reports and documents pertaining to the Plaintiff, and purporting to diagnose, analyze and/or otherwise evaluate any and all injuries allegedly sustained by the Plaintiff in the occurrence specified in the Plaintiff's Complaint.
6. Complete unedited, and unabridged copies of any and all police, accident or incident documents and reports, including any supplementary or reconstruction reports prepared in conjunction with the occurrence set forth in the Plaintiff's Complaint.
7. All documents, articles, papers and textbooks you intend to use during the trial of this cause.
8. All rules, regulations, bylaws, guidelines of any public authority, inspecting or reviewing authority or other private body, which you intend to use during the trial of this cause.
9. All reports or documents which may contain the opinions, theories, conclusions, or estimates regarding the condition of the Plaintiff existing both prior to and subsequent to the incident in question or the matters in question.
10. All reports or documents which may contain the opinions, theories, conclusions, or estimates regarding the occurrence in question.
11. A certified copy of all liability insurance policies and declaration pages that covered the Defendant for the acts or omissions, as alleged in the Plaintiff's Complaint including the policies of members of the Defendant's household.
12. Each and every document, record, report, writing memorandum, physical object and the like revealed or referenced in this Defendant's Answers to Supreme Court Rule 213.
13. All maintenance or inspection schedules, records, logs, notes, charts, calenders, or other tangible evidence concerning the maintenance or inspection of the exterior of the premises described in the complaint including dates, locations, employees, and nature of such work.
14. All maintenance or inspection schedules, records, logs, notes, charts, calenders, or other tangible evidence concerning the maintenance or work described in the

complaint on the premises including dates, locations, employees, and nature of such work.

15. All incident reports, investigation or other tangible evidence concerning the accident alleged, witnesses etc.
16. Preserve and maintain the chain saw and any other instrumentalities of the accident or scene.
17. Any written invoices, payments or writings concerning hiring, retaining for use of David Gagnon for work at the premises.

Defendant is requested to preserve and protect the stairs at the premises described in the complaint from alteration, modification or destruction until further order of the court.

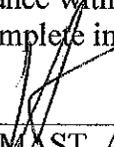
If any of the documents requested are in existence, but not in the possession, custody or control of a party, please indicate the names and addresses of the persons or firms in whose possession custody or control they presently reside.

If any document(s) requested are no longer in existence, please state whether such document: (a) is missing or lost, (b) has been destroyed, (c) has been transferred voluntarily or involuntarily to others, or (d) has been otherwise disposed of, and in each instance explain the circumstances surrounding the reason for and manner of such disposition and state the date or approximate date thereof.

If any document called for in this request has been destroyed intentionally at any time during the past ten years, such document should be identified and the reasons and date of its destruction noted.

Pursuant to Supreme Court Rule 201(n), if any documents called for in this request are not produced because of claim of common law or statutory privilege, please state the exact privilege being claimed together with the nature of the withheld information.

It is further requested that the parties in compliance with this request for production shall furnish an affidavit stating whether the production is complete in accordance with this request.

  
\_\_\_\_\_  
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

S:\Main\DULBERG, PAUL\Discovery\Request for Prod to Def 6-19-12.wpd

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

PAUL DULBERG,

Plaintiff,

vs.

No. 12 LA 178

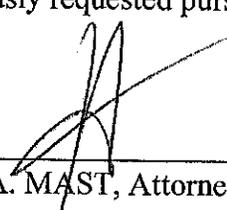
DAVID GAGNON, Individually, and as  
Agent of CAROLINE McGUIRE and BILL  
McGUIRE and CAROLINE McGUIRE  
and BILL McGUIRE, Individually,

Defendants.

**PLAINTIFF'S RULE 237(b) NOTICE TO PRODUCE AT TRIAL AND/OR  
ARBITRATION TO DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE**

NOW COMES the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and pursuant to Supreme Court Rule 237(b), demands the production of the following at the commencement of trial and/or arbitration:

1. Defendant, BILL McGUIRE, to be called as an adverse witness under the applicable rules.
2. Defendant, CAROLINE McGUIRE, to be called as an adverse witness under the applicable rules.
3. Any and all documents previously requested pursuant to Supreme Court Rule 214.

  
\_\_\_\_\_  
HANS A. MAST, Attorney for the Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**

3416 West Elm Street

McHenry, IL 60050

815-344-3797

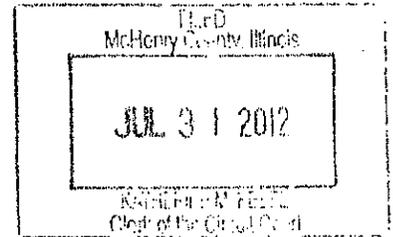
Attorney No. 6203684

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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

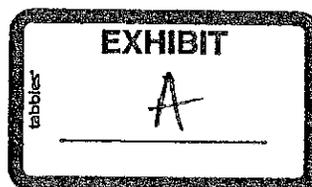


PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

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 its control, and its 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

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

**COPY**

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

**FILED**

**OCT - 3 2012**

KATHERINE M. KEEFE  
McHENRY CTY. CLK.

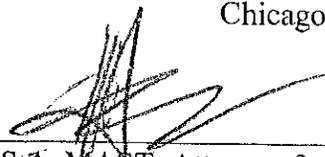
**PROOF OF SERVICE**

The undersigned, being first duly sworn on oath, deposes and states that on the 3rd day of **October, 2012**, 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 REQUEST FOR PRODUCTION TO DEFENDANT, DAVID GAGNON, PLAINTIFF'S INTERROGATORIES TO DEFENDANT, DAVID GAGNON, RULE 237(b) NOTICE TO PRODUCE AT TRIAL AND/OR ARBITRATION TO DEFENDANT, DAVID GAGNON AND NOTICE OF DEPOSITION OF DEFENDANT, DAVID GAGNON**

ADDRESSED 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

  
\_\_\_\_\_  
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

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.

**PLAINTIFF'S RULE 237(b) NOTICE TO PRODUCE AT TRIAL  
AND/OR ARBITRATION TO DEFENDANT, DAVID GAGNON**

NOW COMES the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and pursuant to Supreme Court Rule 237(b), demands the production of the following at the commencement of trial and/or arbitration:

1. Defendant, DAVID GAGNON to be called as an adverse witness under the applicable rules.
2. Any and all documents previously requested pursuant to Supreme Court Rule 214.

  
\_\_\_\_\_  
HANS A. MAST, Attorney for the Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH, P.C.**

3416 West Elm Street

McHenry, IL 60050

815-344-3797

Attorney No. 6203684

S:\Malin\ADULBERG, PAUL\Discovery\Rule 237 Notice to Def Gagnon 9-27-12.wpd

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. )

**PLAINTIFF'S REQUEST FOR  
PRODUCTION TO DEFENDANT, DAVID GAGNON**

NOW COMES the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., pursuant to Illinois Supreme Court Rule 201(b) and 214, and requests the production of the following documents within 28 days of service:

Definition: The word "document" as used in the following requests shall be defined as defined in Supreme Court Rule 201 (b)(1).

1. All statements (oral, written, or transcribed, signed or unsigned) by parties to this action given to some person or entity other than their attorney or insurer.
2. All statements (oral, written, or transcribed, signed or unsigned) from any person who:
  - a) Witnessed or claims to have witnessed the occurrence specified in the Plaintiff's Complaint;
  - b) Was present at the scene of the occurrence;
  - c) Has or claims to have knowledge of any of the facts of the occurrence specified in the Plaintiff's Complaint;
  - d) Has or claims to have knowledge of the condition of the Plaintiff; or
  - e) Has or claims to have knowledge of the location specified in the Plaintiff's Complaint.

3. All photographs, slides, motion pictures, videotapes, or other photographic reproductions taken subsequent to the alleged occurrence of the Plaintiff, any physical objects involved in the occurrence, the scene of the occurrence, and/or the occurrence itself.
4. All documents pertaining to the physical or mental condition of the Plaintiff prior and subsequent to the alleged occurrence including injuries sustained in other accidents.
5. Complete, unedited, and unabridged copies of any and all medical reports and documents pertaining to the Plaintiff, and purporting to diagnose, analyze and/or otherwise evaluate any and all injuries allegedly sustained by the Plaintiff in the occurrence specified in the Plaintiff's Complaint.
6. Complete unedited, and unabridged copies of any and all police, accident or incident documents and reports, including any supplementary or reconstruction reports prepared in conjunction with the occurrence set forth in the Plaintiff's Complaint.
7. All documents, articles, papers and textbooks you intend to use during the trial of this cause.
8. All rules, regulations, bylaws, guidelines of any public authority, inspecting or reviewing authority or other private body, which you intend to use during the trial of this cause.
9. All reports or documents which may contain the opinions, theories, conclusions, or estimates regarding the condition of the Plaintiff existing both prior to and subsequent to the incident in question or the matters in question.
10. All reports or documents which may contain the opinions, theories, conclusions, or estimates regarding the occurrence in question.
11. A certified copy of all liability insurance policies and declaration pages that covered the Defendant for the acts or omissions, as alleged in the Plaintiff's Complaint including the policies of members of the Defendant's household.
12. Each and every document, record, report, writing memorandum, physical object and the like revealed or referenced in this Defendant's Answers to Supreme Court Rule 213.
13. All maintenance or inspection schedules, records, logs, notes, charts, calenders, or other tangible evidence concerning the maintenance or inspection of the exterior of the premises described in the complaint including dates, locations, employees, and nature of such work.
14. All maintenance or inspection schedules, records, logs, notes, charts, calenders, or other tangible evidence concerning the maintenance or work described in the

complaint on the premises including dates, locations, employees, and nature of such work.

15. All incident reports, investigation or other tangible evidence concerning the accident alleged, witnesses etc.
16. Preserve and maintain the chain saw and any other instrumentalities of the accident or scene.
17. Any written invoices, payments or writings concerning hiring, retaining or otherwise with respect to David Gagnon and his work at the premises.

Defendant is requested to preserve and protect the stairs at the premises described in the complaint from alteration, modification or destruction until further order of the court.

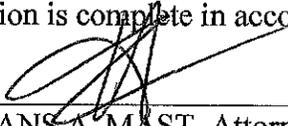
If any of the documents requested are in existence, but not in the possession, custody or control of a party, please indicate the names and addresses of the persons or firms in whose possession custody or control they presently reside.

If any document(s) requested are no longer in existence, please state whether such document: (a) is missing or lost, (b) has been destroyed, (c) has been transferred voluntarily or involuntarily to others, or (d) has been otherwise disposed of, and in each instance explain the circumstances surrounding the reason for and manner of such disposition and state the date or approximate date thereof.

If any document called for in this request has been destroyed intentionally at any time during the past ten years, such document should be identified and the reasons and date of its destruction noted.

Pursuant to Supreme Court Rule 201(n), if any documents called for in this request are not produced because of claim of common law or statutory privilege, please state the exact privilege being claimed together with the nature of the withheld information.

It is further requested that the parties in compliance with this request for production shall furnish an affidavit stating whether the production is complete in accordance with this request.

  
\_\_\_\_\_  
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

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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. )

**PLAINTIFF'S INTERROGATORIES TO  
DEFENDANT, DAVID GAGNON**

NOW COMES the Plaintiff, PAUL DULBERG, by and through his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and pursuant to Illinois Supreme Court Rule 213, propounds the following interrogatories to Defendant, to be answered under oath, including full information known to you, your agents, and attorneys within 28 days of service:

In construing these Interrogatories:

1. If any discovery request cannot be answered in full after exercising due diligence to secure the information to do so, please so state and answer the request to the extent possible, specify an inability to answer the remainder of any such request and state whatever information or knowledge is presently available to you concerning the unanswered portion of said request.

2. All objections or answers to these Interrogatories that fail or refuse to respond to any Interrogatory on the ground of any claim of privilege or for any other reason shall:

- a. State the nature of the claim or other ground of objection;
- b. State all facts relied upon in support of the claim of privilege or other ground of objection;
- c. Identify all documents related to the claim of privilege or other ground of objection;

- d. Identify all persons having knowledge of any facts related to the claim of privilege or other ground of objection; and
  - e. Identify all events, transactions, or occurrences related to the claim of privilege or other ground of objection.
1. State the full name of the defendant answering, as well as your current residence address, date of birth, marital status, and social security number, and, if different, give the full name, as well as the current residence address, date of birth, marital status, and social security number of the individual(s) signing these Answers.
  2. State the full name and current residence address of each person who witnessed or claims to have witnessed the accident to the Plaintiff on the premises as described in the complaint.
  3. State the full name and current residence address of each person who witnessed or claims to have witnessed the work and/or conditions existing as described in the complaint at the location of the accident at the time and on the date of the accident described.
  4. State the name and address of the person(s) or entity that owned the property premises whereat the accident occurred as alleged, as of the date in question.
  5. State the name and address of the person(s) or entity that was involved in performing the work during which the accident occurred on the date in question, as alleged.
  6. State the name and address of the person(s) or entity that decided or chose to undertake the work at the time, as alleged on the date in question, including chain saw use and activity.
  7. State the name and address of the person(s) or entity that was to supervise or oversee the work at the premises at the time, as alleged on the date in question including chain saw use and activity.
  8. State the full name and current residence address of each person, who was present and/or claims to have been present at the scene immediately before, at the time of, and/or immediately after said occurrence.
  9. State the name and address of each witness that knows or claims to know the circumstances of the alleged accident, how it occurred or how the Plaintiff became injured - as alleged in the complaint.

10. With respect to the chain saw that was being operated on the premises at the time of the alleged injury, state as follows:
  - a. Who was operating the chain saw at the time of Plaintiff's alleged injury;
  - b. Who owned the chain saw at the time of Plaintiff's alleged injury;
  - c. Who requested that the chain saw be used to perform work at the time of Plaintiff's injury.
  - d. Purpose for the use of the chain saw at the time.
11. With respect to David Gagnon's experience in use of a chain saw prior to the date of the alleged accident, state as follows:
  - a. How many times had David Gagnon operated the same or similar chain saw prior to the date of alleged accident;
  - b. What formal training did David Gagnon received in use or operation of a chain saw prior to the occurrence alleged;
  - c. Who, if any, (names and addresses) trained David Gagnon in use or operation of a chain saw prior to the occurrence;
12. What was the scope of work or task David Gagnon was engaged in with use of the chain saw at or about the time of the alleged accident.
13. Who (names and addresses) requested or chose to engage Gagnon in the "task" of use and operation of the chain saw at or about the time of the alleged accident.
14. What instructions or guidance, if any, was given to Gagnon prior to Plaintiff's alleged injury/accident with regard to how he was to perform the chain saw work at the premises.
15. Were you (Defendant) covered under any policy of insurance at the time of the occurrence. If so, were you named or covered under any policy, or policies, of liability insurance effective on the date of said occurrence, and: State the name of each such company or companies, the policy number or numbers, the effective period(s) occurrence, including umbrella or excess insurance coverage, property damage and medical payment coverage.
16. Do you have any information:
  - (a) That any plaintiff was, within the 5 years immediately prior to said occurrence, confined in a hospital and/or clinic, treated by a physician and/or other health professional, or x-rayed for any reason other than personal injury? If so, state each plaintiff so involved, the name and address of each such hospital and/or clinic,

physician, technician and/or other health care professional, the approximate date of such confinement or service and state the reason for such confinement or service;

- (b) That any plaintiff has suffered any serious personal injury and/or illness prior to the date of said occurrence? If so, state each plaintiff so involved, state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered;
  - (c) That any plaintiff has suffered any serious personal injury and/or illness since the date of said occurrence? If so, state each plaintiff so involved, state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered;
  - (d) That any plaintiff has ever filed any other suit for his or her own personal injuries? if so, state each plaintiff so involved, state the court, and caption in which filed, the year filed, the title and docket number of said case.
17. Were any photographs, movies and/or videotapes taken of the scene of the occurrence or of the persons involved? If so, state the date or dates on which such photographs, movies and/or videotapes were taken, the subject thereof, who now has custody of them, the name, address and occupation and employer of the person taking them.
18. Have you (or 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, written and/or recorded; and
  - (f) Who has possession of said statement if written and/or recorded.
19. 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, the date of said statement, and state whether such statement was written and/or oral.
20. State the name and address of each person having knowledge of Plaintiff's activities on the premises PRIOR to the accident in question.
21. State the name and address of each person having knowledge of Plaintiff's activities on the premises AFTER the accident in question.
22. Had the Plaintiff ever used or operated a chain saw on the premises or for the Defendant or others prior to his alleged accident. If so, state the dates and times such occurred.

23. Pursuant to Illinois Supreme Court Rule 213(f), provide the name and address of each witness who will testify at trial, and state the subject of each witness' testimony, giving the following information:
  - (a) The subject matter on which the opinion witness is expected to testify;
  - (b) The conclusions and/or opinions of the opinion witness and the basis therefore, including reports of said witness, if any;
  - (c) The qualifications of each opinion witness, including a Curriculum Vitae and/or resume, if any; and
  - (d) Identify any written reports of the opinion witness regarding this occurrence.
24. 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.
25. 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).
26. State the name and address of each person at the premises (although at different location or not a witness to the incident) described at the time of the occurrence.
27. Was the Plaintiff struck and injured by the chain saw while in operation on the date and time alleged. If so, what caused the chain saw to strike the Plaintiff.
28. Describe what, if any, of the Plaintiff's conduct caused or contributed to his injury on the date and time in question.
29. Did the chain saw malfunction at any time during its use prior to Plaintiff's alleged injury.
30. Prior to Plaintiff's alleged injury, was the subject chain saw operating safely and properly.

**Demand to Supplement:** Pursuant to Supreme Court Rule 213(i), the party answering these interrogatories is hereby requested to seasonably supplement or amend any prior answer or response whenever new or additional information subsequently becomes known to that party or the party's attorneys or agents.



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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 ID No.: 06203684

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STATE OF ILLINOIS     )  
  )  
COUNTY OF McHENRY    )

SS

\_\_\_\_\_ being first duly sworn on oath, deposes and states that he/she is a Defendant in the above-captioned matter; that he/she has read the foregoing document entitled Answers to Interrogatories; and the answers made therein are true, correct and complete to the best of his/her knowledge and belief.

\_\_\_\_\_  
Defendant

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

**COPY**

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.

**FILED**

JUL 30 2012

KATHERINE M. KEEFF  
McHENRY CTY. CIR. CL

**PROOF OF SERVICE**

The undersigned, being first duly sworn on oath, deposes and states that on the <sup>26th</sup> day of July, 2012, 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 ANSWERS TO DEFENDANTS' INTERROGATORIES AND PRODUCTION REQUESTS**

ADDRESSED TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114



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

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.

**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. McGuire's were on the premises.

4. State specifically and with certainty the personal injuries and property 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, 2011, 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 involvement;
- 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

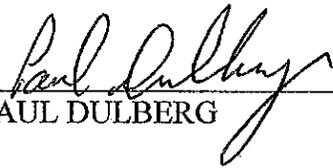
McHenry, IL 60050

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

DATE: 7-20-12

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

**COPY**

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

**FILED**  
**AUG 22 2012**

KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.

**PROOF OF SERVICE**

The undersigned, being first duly sworn on oath, deposes and states that on the 21<sup>st</sup> day of August, 2012, 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 ANSWERS TO DEFENDANTS' SUPPLEMENTAL INTERROGATORIES**

ADDRESSED TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114



\_\_\_\_\_  
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

**COPY**

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.	)	

**PROOF OF SERVICE**

The undersigned, being first duly sworn on oath, deposes and states that on the **21<sup>st</sup> day of August, 2012**, 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 ANSWERS TO DEFENDANTS' SUPPLEMENTAL INTERROGATORIES**

ADDRESSED TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114



\_\_\_\_\_  
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

S:\Main\DULBERG, PAUL\Discovery\Proof of Svc 8-20-12.wpd

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. )

**PLAINTIFF'S ANSWERS TO  
DEFENDANT'S SUPPLEMENTAL INTERROGATORIES**

1. Please provide the following information about yourself.
  - a. Date of Birth;
  - b. Social Security Number or Health Insurance Claim Number ("HICN").

ANSWER: DOB: 3-19-70  
SS: 323-76-4001

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 treat 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: No

3. Describe in detail all injuries you have sustained as a result of the occurrence alleged in your Complaint.

ANSWER: Right arm/elbow

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.

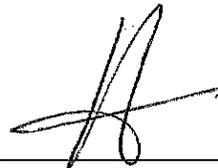
ANSWER: No

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: 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: None



---

HANS A. MAST, Attorney for Plaintiff

**LAW OFFICES OF THOMAS J. POPOVICH**

3416 West Elm Street

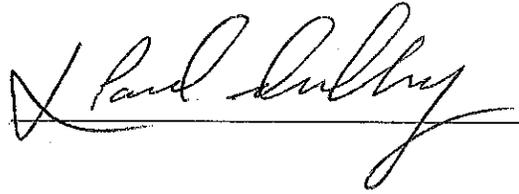
McHenry, IL 60050

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.**

A handwritten signature in cursive script, appearing to read "Paul Dulberg", is written over a horizontal line.

DATE: \_\_\_\_\_

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**

**FILED**  
**JUN 27 2012**  
KATHERINE M. KEEFE  
McHENRY CTY. CIR. CLK.

**PROOF OF SERVICE**

The undersigned, being first duly sworn on oath, deposes and states that on the 25<sup>th</sup> day of June, 2012, 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 REQUEST FOR PRODUCTION TO DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE, PLAINTIFF'S INTERROGATORIES TO DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE, RULE 237(b) NOTICE TO PRODUCE AT TRIAL AND/OR ARBITRATION TO DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE AND NOTICE OF DEPOSITIONS OF DEFENDANTS**

ADDRESSED TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114



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

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

**COPY**

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.

**PROOF OF SERVICE**

The undersigned, being first duly sworn on oath, deposes and states that on the **25<sup>th</sup> day of June, 2012**, 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 REQUEST FOR PRODUCTION TO DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE, PLAINTIFF'S INTERROGATORIES TO DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE, RULE 237(b) NOTICE TO PRODUCE AT TRIAL AND/OR ARBITRATION TO DEFENDANTS, BILL McGUIRE AND CAROLINE McGUIRE AND NOTICE OF DEPOSITIONS OF DEFENDANTS**

ADDRESSED TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114



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

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

**COPY**

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

**FILED**

**MAR 12 2013**

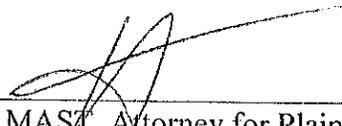
KATHERINE M. KNEPE  
McHENRY CITY CIR. CLK.

**PROOF OF SERVICE**

The undersigned, being first duly sworn on oath, deposes and states that on the 11<sup>th</sup> day of **March, 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 SUBPOENA FOR DISCOVERY DEPOSITION OF MICHAEL McARTOR**

ADDRESSED 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

  
\_\_\_\_\_  
HANS A. MAST, Attorney for Plaintiff

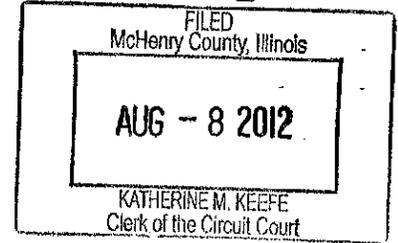
**LAW OFFICES OF THOMAS J. POPOVICH**  
3416 West Elm Street  
McHenry, IL 60050  
815-344-3797  
Attorney No. 6203684

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

**COPY**

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



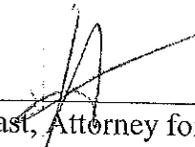
**RE-NOTICE OF MOTION**

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

STATE OF ILLINOIS  
 IN THE CIRCUIT COURT OF THE 22<sup>ND</sup> JUDICIAL CIRCUIT  
 COUNTY OF McHENRY

PAUL DULBERG,	)	
	)	
Plaintiff,	)	Case No. 12 LA 178
	)	
vs.	)	
	)	<b><u>REQUEST TO PRODUCE</u></b>
DAVID GAGNON, Individually, and as	)	<b><u>TO PLAINTIFF</u></b>
Agent of CAROLINE MCGUIRE and BILL	)	
MCGUIRE, and CAROLINE MCGUIRE	)	
and BILL MCGUIRE, Individually,	)	
	)	
Defendants.	)	

TO: Paul Dulberg  
 c/o Attorney Hans A. Mast  
 Law Offices of Thomas J. Popovich  
 3416 West Elm Street  
 McHenry, IL 60050

Pursuant to Supreme Court Rule 214, Defendants, Bill McGuire and Carolyn McGuire, by Cicero, France, Barch & Alexander, PC, their attorneys, requests PAUL DULBERG 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.

PAUL DULBERG 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

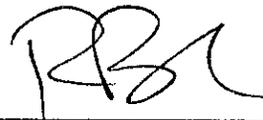
reason of any attorney-client privilege, you are requested to identify the nature and date of the document, its author and title, and each recipient of the document and his title.

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)

**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)

# RESTRICTIONS / RELEASE FORM

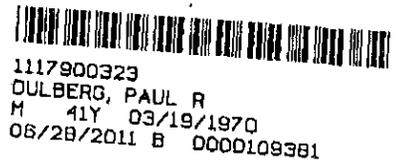


**Northern Illinois Medical Center**  
**Emergency Department**  
 4201 Medical Center Drive  
 McHenry, Illinois 60050  
 (815) 344-5000

**Memorial Medical Center**  
 3701 Doty Rd.  
 Woodstock, Illinois 60098  
 (815) 334-3900

PATIENT NAME Paul Dulberg DATE 6/28/2011

PHYSICIAN SIGNATURE [Signature]



- May return to  work  school  gym without restriction.
- May not return to  work  school  gym for 2 day(s).
- May return to school with the following restrictions:

Gym/Sports restrictions are \_\_\_\_\_ for \_\_\_\_\_ day(s).

Must take prescription medication for \_\_\_\_\_ day(s).

- May return to work with the following restrictions:

No lifting greater than \_\_\_\_\_ lbs. for \_\_\_\_\_ day(s).

Machinery/Driving restriction while on medication that can cause drowsiness.

No continuous  standing  sitting for \_\_\_\_\_ day(s).

Must keep \_\_\_\_\_ elevated for \_\_\_\_\_ day(s).

Sedentary work only for \_\_\_\_\_ day(s).

Must use crutches for \_\_\_\_\_ day(s).

No overhead work for \_\_\_\_\_ day(s).

No bending or twisting for \_\_\_\_\_ day(s).

Must wear immobilizer for \_\_\_\_\_ day(s).

No climbing on ladder or stairs for \_\_\_\_\_ day(s).

Other \_\_\_\_\_

- See your physician in \_\_\_\_\_ days for reevaluation.

<input type="checkbox"/> LIMITED WORK WITH	
<input type="checkbox"/> NO WORK WITH	
<input type="checkbox"/> Right	<input type="checkbox"/> Left
<input type="checkbox"/> Hand	<input type="checkbox"/> Hand
<input type="checkbox"/> Arm	<input type="checkbox"/> Arm
<input type="checkbox"/> Foot	<input type="checkbox"/> Foot
<input type="checkbox"/> Leg	<input type="checkbox"/> Leg
For _____ Days	

All patients are referred to their personal physicians or a doctor on the staff of this hospital. Release from restriction must be obtained from that doctor and not the Emergency Department.

I (or responsible person) have/has received and understand(s) the instructions to follow as noted above.

Patient signature (or responsible person): Paul Dulberg

PRINTED BY: MRV0127  
 DATE: 09/14/2012  
**EMCARE, INC**

EO 102 NIMC/MC

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

**SECOND AMENDED NOTICE OF DISCOVERY DEPOSITIONS**

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 **JANUARY 24, 2012**, we shall for the purpose of discovery, take the depositions of

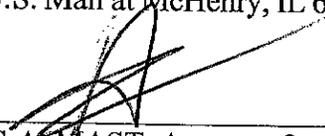
**BILL MCGUIRE at 12:00 P.M.; and  
CAROLINE MCGUIRE at 1:00 P.M.**

at the **LAW OFFICES OF THOMAS J. POPOVICH, P.C., 3416 W. Elm Street, McHenry, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

**CERTIFICATE OF SERVICE**

I certify that I served this Notice by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on October 31, 2012 with proper postage prepaid.

  
\_\_\_\_\_  
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 No. 6203684

**\*\* Transmit Conf. Report \*\***

P.1  
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Nov 14 2012 11:52am

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
18152267701	Normal	14:11:51am	0'31"	1	* O K	Brdcast
13125589357	Normal	14:11:52am	0'19"	1	# O K	Brdcast

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.

**THIRD AMENDED NOTICE OF DISCOVERY DEPOSITION**

TO: Ronald A. Barch  
Cicero, Franco, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114  
Fax: 815/226-7701

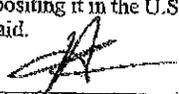
Ferry Accardo  
Law Office of M. Gerard Gregoire  
200 N. LaSalle Street, Suite 2650  
Chicago, IL 60601-1092  
Fax: 312/538-9357

**YOU ARE HEREBY NOTIFIED** that on **JANUARY 17, 2012**, at 1:00 p.m. we shall for the purpose of discovery, take the deposition of **DAVID GAGNON** at the **LAW OFFICES OF THOMAS J. POPOVICH, P.C., 3416 W. Elm Street, McHenry, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

**CERTIFICATE OF SERVICE**

I certify that I served this Notice via facsimile and by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on November 13, 2012 with proper postage prepaid.

  
\_\_\_\_\_  
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 No. 6203684

S:\Mail\DULBERG, PAUL\Discovery\14 Notice of Dep Gagnon's dep 11-13-12.wpd

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.

**SECOND AMENDED NOTICE OF DISCOVERY DEPOSITION**

TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114

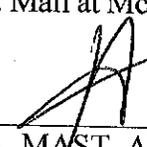
Perry Accardo  
Law Office of M. Gerard Gregoire  
200 N. LaSalle Street, Suite 2650  
Chicago, IL 60601-1092

**YOU ARE HEREBY NOTIFIED** that on **JANUARY 17, 2012**, we shall for the purpose of discovery, take the deposition of **DAVID GAGNON** at the **LAW OFFICES OF THOMAS J. POPOVICH, P.C., 3416 W. Elm Street, McHenry, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

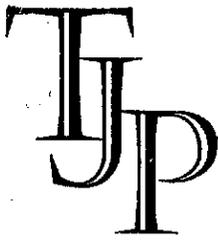
**CERTIFICATE OF SERVICE**

I certify that I served this Notice by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on October 31, 2012 with proper postage prepaid.

  
\_\_\_\_\_  
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 No. 6203684

S:\Main\DULBERG, PAUL\Discovery\2ND Notice of Def Gagnon's dep 10-30-12.wpd



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](http://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  
Dulberg, ILLINOIS 60085  
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 22<sup>nd</sup> 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.

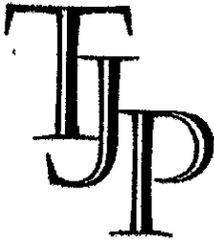
Dated: \_\_\_\_\_  
PAUL DULBERG

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



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](http://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  
Dulberg 004518  
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 22<sup>nd</sup> 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.*

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- 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

*Thomas J. Papay*

# Retirement & Survivors Benefits

[Social Security Online](#)  
[Office of the Chief Actuary](#)

[Change Gender/Date of Birth](#)  
[Life Expectancy Home Page](#)  
[Retirement Planner](#)  
[Retirement Estimator](#)  
[Survivors Planner](#)  
[Other Things to Consider](#)  
[Apply for Benefits Online](#)



## Life Expectancy Calculator

The following table lists the **average number** of additional years a male born on March 19, 1970, can expect to live when he reaches a specific age.

At Age	Additional Life Expectancy (in years)	Estimated Total Years
46 and 8 months <sup>a</sup>	35.3	82.0
62	22.8	84.8
67 <sup>b</sup>	18.9	85.9
70	16.7	86.7

<sup>a</sup> Your current age.  
<sup>b</sup> Your normal (or full) retirement age.

**Note:** The estimates of additional life expectancy:

- do not take into account a wide number of factors such as current health, lifestyle, and family history that could increase or decrease life expectancy.
- are based on
  - the gender and date of birth you entered (your cohort) and
  - information from our cohort life expectancy tables.  
 (Some of the information can be found in the 2016 Trustees Report.)

Estimate as of Thursday December 1, 2016 15:53:45 EST.

**SPECIAL DAMAGES- PAUL DULBERG**

**DOB: 03/19/70**

**DATE OF INCIDENT: 06/28/11**

1. Centegra Hospital- McHenry (NIMC)  
4201 Medical Center Drive  
McHenry, IL 60050-8409  
Dates of Service: 06/28/11 (ER) \$ 1,323.75
  
2. Moraine Emergency Physicians  
P.O. Box 8759  
Philadelphia, PA 19101-8759  
Date of Service: 06/28/11 (ER Physician Bill) \$ 1,346.00
  
3. McHenry Radiologists Imaging Associates  
P.O. Box 220  
McHenry, IL 60051-0220  
Date of Service: 06/28/11 (X-rays) \$ 50.00
  
4. Dr. Frank W. Sek  
4606 W. Elm Street  
McHenry, IL 60050  
815-385-0164  
Dates of Service:  
07/01/11 \$ 80.00  
07/08/11 \$ 80.00  
01/14/12 \$ 80.00  
02/13/12 \$ 80.00  
03/13/12 \$ 100.00  
04/24/12 \$ 90.00  
08/06/12 \$ 80.00
  
5. Associated Neurology SC  
Dr. Levin  
1900 Hollister Dr., Suite 250  
Libertyville, IL 60048  
847-549-0055  
Dates of Service:  
07/28/11 \$ 225.00  
08/10/11(Nerve Conduction Study) \$ 930.00  
01/30/12 \$ 105.00  
02/13/12 \$ 75.00  
03/13/12 (Nerve Conduction Study) \$ 1,415.00  
05/16/12 \$ 75.00  
02/04/13 \$ 115.00  
08/14/13 \$ 75.00

6. MidAmerica Hand to Shoulder Clinic  
 Dr. Talerico  
 75 Remittance Drive, Suite 6035  
 Chicago, IL 60675  
Dates of Service: 12/02/11 \$ 230.00  
 01/06/12 \$ 160.00
7. Dynamic Hand Therapy & Rehab  
 498 S. U.S. Highway 12, Suite C  
 Fox Lake, IL 60020  
 847-587-3301  
Dates of Service: 12/06/11, 12/08/11, 12/12/11, 12/14/11,  
 12/15/11, 12/19/11, 12/20/11, 12/23/11,  
 12/27/11, 12/29/11, 01/03/12, 01/05/12,  
 01/09/12, 01/11/12, 01/16/12, 01/18/12,  
 01/23/12, 01/25/12, 01/30/12, 02/01/12,  
 02/06/12, 04/03/12, 04/05/12, 04/10/12,  
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 10/11/12, 10/12/12, 10/16/12, 10/18/12,  
 10/19/12, 12/12/12, 12/21/12, 12/28/12,  
 12/31/12, 01/04/13, 01/11/13, 01/30/13,  
 02/05/13, 02/08/13, 02/14/13, 02/15/13,  
 02/19/13, 02/25/13, 02/28/13, 03/07/13,  
 03/08/13, 03/12/13, 03/14/13, 03/19/13,  
 03/22/13, 03/29/13, 04/22/13, 07/23/13,  
 08/01/13, 08/05/13, 08/09/13, 08/16/13,  
 08/22/13, 10/02/13 \$30,190.00
8. Open Advanced MRI of Round Lake  
Date of Service: 02/03/12 (MRI Right Forearm) \$ 3,390.00

9.	Hand Surgery Associates, SC Dr. Sagerman/Dr. Biafora 515 W. Algonquin Road Arlington Heights, IL 60005 847-956-0099	
	<u>Dates of Service:</u>	
	02/27/12	\$
	04/02/12	\$ 116.00
	05/14/12	\$ 90.00
	05/17/12	\$ 116.00
	06/06/12	\$ 171.00
	07/09/12 (Surgery)	\$ 8,338.00
	07/11/12	\$ 0.00
	07/23/12	\$ 0.00
	07/30/12	\$ 0.00
	08/27/12	\$ 50.00
	10/22/12	\$ 116.00
	12/03/12	\$ 282.00
	01/14/13	\$ 90.00
	03/25/13	\$ 90.00
	08/26/13	\$ 90.00
10.	Northwest Community Hospital 25709 Network Place Chicago, IL 60673	
	<u>Date of Service:</u> 07/09/12	\$ 6,366.00
11.	Northwest Suburban Anesthesiologist, Ltd. 8163 Solutions Center Chicago, IL 60677-8001	
	<u>Date of Service:</u> 07/09/12	\$ 1,365.00
12.	Alexian Brothers Medical Group P.O. Box 5588 Belfast, ME 04915-5500 847-506-6622	
	<u>Dates of Service:</u>	
	09/25/13	\$ 153.00
	08/14/14	\$ 234.00
	11/06/14	\$ 234.00
	03/10/15	\$ 234.00
	07/28/15	\$ 234.00
	02/11/16	\$ 175.00
	11/11/16	\$ 119.00
	08/05/16	\$ 119.00

13.	Walgreens Pharmacy 3925 W. Elm Street McHenry, IL 60050 <u>Dates of Service:</u> 06/28/11	\$	48.68
14.	Walmart Pharmacy 3801 Running Brooks Farms Blvd. Johnsburg, IL 60051 <u>Dates of Service:</u> 05/16/12 06/11/12 07/09/12 07/19/12 08/02/12 10/02/12 11/16/12 12/28/12 02/09/13	\$	25.79 126.08 16.11 21.15 126.08 126.08 126.78 126.54 126.68
15.	Genoa/QOL MEDS Pharmacy 4100 Veterans Pkwy McHenry IL. 60050 815-344-3263 <u>Dates of Service:</u> 08/14/13 (Gabapentin) 10/01/13 (Gabapentin) 10/25/13 (Gabapentin) 11/26/13 (Gabapentin) 05/13/14 (Gabapentin) 06/30/14 (Gabapentin) 08/04/14 (Gabapentin) 09/02/14 (Gabapentin) 10/06/14 (Gabapentin) 11/06/14 (Gabapentin) 12/09/14 (Gabapentin) 01/12/15 (Gabapentin) 03/17/15 (Gabapentin) 04/20/15 (Gabapentin) 05/19/15 (Gabapentin) 06/23/15 (Gabapentin) 07/23/15 (Gabapentin) 08/27/15 (Gabapentin) 09/30/15 (Gabapentin) 11/02/15 (Gabapentin) 12/08/15 (Gabapentin) 12/18/15 (Gabapentin) 01/12/16 (Gabapentin) 02/08/16 (Gabapentin)	\$	19.49 19.24 19.24 19.24 19.24 19.24 19.24 19.24 19.24 19.24 19.24 19.24 19.24 19.24 30.63 30.63 30.63 30.63 30.63 30.63 30.63 30.63 30.63 30.63

03/04/16 (Gabapentin)	\$	30.63
03/29/16 (Gabapentin)	\$	30.63

16. Meijer  
2253 N. Richmond Rd  
McHenry, IL 60050  
Dates of Service: (misc. medical supplies) \$ 19.61

**TOTAL SPECIAL DAMAGES:** \$ 60,614.89  
(12/01/16 KNB)

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 22<sup>nd</sup> JUDICIAL CIRCUIT  
McHENRY COUNTY

**PAUL DULBERG**

vs.

Case Number **12 LA 178**

**DAVID GAGNON, et al.**

**SUBPOENA FOR DEPOSITION**

To: **Michael McArtor, 4606 Hayden Court, McHenry, IL 60050**

YOU ARE COMMANDED to appear to give your deposition before a notary public at **Law Ofc of Scott Hiera, 3421 W. Elm** Street, Room number \_\_\_\_\_, **McHenry**, Illinois, on **March 20**, 20 **13** at **12:00** .M.

YOU ARE COMMANDED also to bring the following: **YOURSELF**

in your possession or control.

**YOUR FAILURE TO APPEAR IN RESPONSE TO THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.**



Witness **March 8**, 20 **13**

*Katherine M. Keefe*

McHenry County Clerk of the Circuit Court

Name **Hans A. Mast**

Attorney for **Plaintiff**

Address **3416 W. Elm Street**

City, State, Zip **McHenry, IL 60051**

U.S. Postal Service  
CERTIFIED MAIL - RECEIPT

For delivery information visit our website

**OFFICIAL USE**

Postage	\$
Certified Fee	6.11
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

Michael McArtor  
4606 Hayden Court  
McHenry, IL 60051

See Reverse for Instructions

via certified mail on

paid the witness \$ **35.00** for witness and mileage fees.

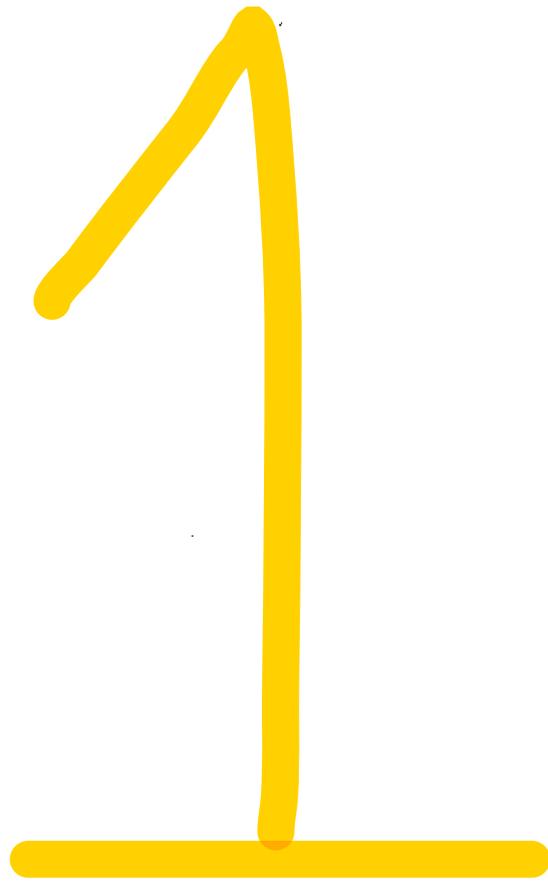
*[Signature]*

Signature

Prepared By **Hans A. Mast**

Attorney For **Plaintiff**

Attorney Registration No. **6203684**



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 601067 PAUL DULBERG/ACCIDENT  
 4606 HAYDEN CT  
 MCHENRY IL 60051-7918 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 F/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 601067 PAUL DULBERG/ACCIDENT  
 4606 HAYDEN CT  
 MCHENRY IL 60051-7918 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



B1117900323  
 DULBERG, PAUL R  
 M 41Y 03/19/1970  
 06/28/2011  
 0000109381

CentegraHealthSystem  
 Centegra Hospital - McHenry

**EMERGENCY ADMISSION ASSESSMENT**

TIME TRIAGED: 1450  
 TIME TO TREATMENT AREA: 1455  
 ED BED# 18  
 EXPRESS BED #  
 ESI:  1  2  3  4  5  
 Primary Physician: Sek  
 Height: 5'9" Weight: 165# GCS: 15 RTS: 12 BP: 125 P: 75 R: 14 T: 97.4 SPO<sub>2</sub>: 97 Time of Injury: \_\_\_\_\_  
 Patient Band applied  
 Hand Off Communication Band applied  
 Security watch  
 Ice  Elevate  
 O2  
 IV  
 Med:  
 Self  Relative  
 Police  Friend  
 Other  
 Ambulance:  
 SWC  
 Stretcher  
 Carried  
 Walked  
 Room air  O<sub>2</sub> Pain Level: 9-10

Chief complaint/reason for visit: States chainsaw vs Rt arm 15 min ago @ home. Also feeling lightheaded

CURRENT MEDS <input checked="" type="checkbox"/> Denies		ALLERGIES <input checked="" type="checkbox"/> NKKA	REACTION
		Medications: <u>7/14/11</u> <u>7/14/11</u> <u>9703</u>	
		Food:	
		Other: <input type="checkbox"/> Latex <input type="checkbox"/> Dye	

Meds reviewed by: \_\_\_\_\_ Residence:  Private  Family  Alone  Nursing home  Group home  
 Language barrier  Yes Interpreter Name/ATT Number: \_\_\_\_\_  Other: \_\_\_\_\_  
 Do you feel safe at home?  Yes  No Is there anyone in your life that threatens, intimidates or harms you in any way?  Yes  No  
 Crisis/Social Worker  Notified: \_\_\_\_\_  Here: \_\_\_\_\_  DNR Resources called: \_\_\_\_\_ Time: \_\_\_\_\_

Past Medical History <input type="checkbox"/> None	Yes	Yes	Yes	Yes	Yes
	<input type="checkbox"/> Autoimmuno <input type="checkbox"/> Asthma <input type="checkbox"/> Back problems <input type="checkbox"/> Blood disorders <input type="checkbox"/> Cancer <input type="checkbox"/> Cardiovascular <input type="checkbox"/> CHF <input type="checkbox"/> LMP: _____ <input type="checkbox"/> Pregnant Expanded/surgical history: <u>Lt arm surg</u>	<input type="checkbox"/> Dementia/ Alzheimer's <input type="checkbox"/> Endocrine <input type="checkbox"/> GI problems <input type="checkbox"/> GU Problems <input type="checkbox"/> Glaucoma <input type="checkbox"/> HEENT problems <input type="checkbox"/> Heart murmur <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal <input type="checkbox"/> No <input type="checkbox"/> Unsure	<input type="checkbox"/> Headaches/ migraines <input type="checkbox"/> Head inj past 3 months <input type="checkbox"/> Hypertension <input type="checkbox"/> MusculoSkeletal problems <input type="checkbox"/> Nouro problems <input type="checkbox"/> PsychoSocial problems Grava _____ Para _____ Ab _____ FHT _____	<input type="checkbox"/> Pressure Ulcer <input type="checkbox"/> Recent exposure <input type="checkbox"/> Reproductive problems <input type="checkbox"/> Respiratory problems <input type="checkbox"/> Seizures <input type="checkbox"/> Skin problems <input type="checkbox"/> Vision problems	<input type="checkbox"/> Infectious diseases <input type="checkbox"/> MRSA <input type="checkbox"/> VRE <input type="checkbox"/> Chicken Pox <input type="checkbox"/> Measles <input type="checkbox"/> Shingles <input type="checkbox"/> Strep Throat <input type="checkbox"/> Other: _____
Implanted medical device: <input type="checkbox"/> Pacemaker <input type="checkbox"/> IV access <input type="checkbox"/> Eye <input type="checkbox"/> Knee <input type="checkbox"/> Hip <input type="checkbox"/> AICD <input type="checkbox"/> Other: _____					

TB History	<input type="checkbox"/> None Ever had a positive TB test? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Self-history of TB <input type="checkbox"/> Family history of TB <input type="checkbox"/> Cough <input type="checkbox"/> Fever <input type="checkbox"/> Bloody sputum <input type="checkbox"/> Weight loss <input type="checkbox"/> Night sweats <input type="checkbox"/> Loss of appetite <input type="checkbox"/> Fatigue <input type="checkbox"/> Recent International travel <input type="checkbox"/> Denies signs & symptoms
Vaccine	<input type="checkbox"/> Flu <input type="checkbox"/> Tetanus <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Up to date <input type="checkbox"/> >5 years <input type="checkbox"/> Unsure Pediatric immunization <input type="checkbox"/> Up to date <input type="checkbox"/> No <input type="checkbox"/> Unsure



State of Illinois        )  
                                  ) SS  
County of McHenry    )

**CERTIFICATION**

The affiants, being duly sworn, do hereby state and certify that

1. Vicki Wheaton is employed by Centegra Health System, as Director of the Health Information Services.
2. Vicki Wheaton, as part of her employment duties in Medical Records Department, is authorized by the hospital to certify and/or testify concerning the hospital's medical record-keeping procedures, including customary practices and the completeness, accuracy, and/or authenticity of any original or copy of a hospital medical record.
3. The documents enclosed are medical records made in the regular course of the business of Centegra Health System and that it was in the regular course of such business to make such records, at the time of the act, transaction, occurrence, or event, or within a reasonable time thereafter.
4. With the exception of any documents excluded pursuant to court order, the documents enclosed are any and all records within our possession responsive to the subpoena under which the documents are being released.

Vicki Wheaton, RHIT  
Vicki Wheaton, RHIT  
Director, HIS  
Centegra Health System

Subscribed to and sworn before me this  
13 day of January, 2010.

Susan Henn  
Notary



Centegra Northern Illinois Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050  
(815) 344-5000

Patient: PAUL DULBERG, Med. Rec. #: B0000109381, Visit #:  
B1117900323, Date: 06/28/2011 Time: 17:02

Home Care Instructions

IMPORTANT: We examined and treated you today on an emergency basis only. This was not a substitute for, or an effort to provide, complete medical care. In most cases, you must let your doctor check you again. Tell your doctor about any new or lasting problems. We cannot recognize and treat all injuries or illnesses in one Emergency Department visit. If you had special tests, such as EKG's or X-rays, we will review them again within 24 hours. We will call you if there are any new suggestions. You were treated today by: Ford, Apiwat W..

After your visit to our Emergency Department, you may receive a survey in the mail. We want to be sure we have given you very good care and we ask that you please fill out the survey and return it in the mail.

After you leave, please follow the instructions below.

This Information Is About Your Follow Up Care

Call as soon as possible to make an appointment to see your doctor in 10 days for suture removal. You can reach your doctor by calling their clinic phone number.

Please return to the Emergency Department in 10 days for suture removal if you would prefer to have the sutures removed in the ER. We do recommend that you follow-up with your Primary Care Physician but you can return to the ER for removal of your stitches if you choose..

This Information Is About Your Illness and Diagnosis

WOUND CARE (with stitches)

Your wound was closed with stitches. These are small threads that keep the skin closed to help it heal. You have 3 internal and 11 external stitches. These should be removed in 10 days.

At home, please follow these instructions:

- Wash your hands before touching the dressing or wound.
- Keep the wound clean and dry.
- After 2 days, wash the wound gently with warm water and soap. Pat it dry.
- Put a light dressing on it if it rubs or there is drainage.

Call your doctor if:

- you have redness, pain, or swelling in the area of your stitches.
- your wound drains pus.
- your stitches come out before your wound is healed.
- you have any new or bothersome symptoms.

This is Information About Your New Medications - Start taking as prescribed.

HYDROCODONE and ACETAMINOPHEN (Vicodin, Vicodin ES, Lortab, Lortab elixir, Zamicet, Norco, Zydona, Anexsia, Anolor, Bancap HC)

Take this medicine by mouth with food in the following dose: one 10mg/325mg tablet every 4 to 6 hours if needed for pain. Do not take more than as directed per day (24 hours).

This is a mixture of medicines (hydrocodone and acetaminophen) used to relieve moderate to severe pain. This medicine may be used for other reasons, as prescribed by your doctor.

Side effects may include:

- sleepiness or dizziness
- upset stomach, nausea or vomiting
- constipation

Other side effects may occur, but are not as common. Allergy would show up as: rash or itching, facial or throat swelling, wheezing or shortness of breath. This medicine can be habit forming if used for a long period of time.

Follow these instructions:

- Never take more of this medicine than prescribed. Too much acetaminophen in your body can cause liver damage.
- Read the labels of non-prescription medicines before taking them. Many contain acetaminophen. To avoid an overdose, do not take any other medicines that contain acetaminophen.
- Talk to your doctor or pharmacist before taking medicines for sleep, colds or allergies. Severe drowsiness may occur.
- Do not share this medicine with others as this medicine is a controlled-substance. Sharing this medicine with others is against the law.
- To avoid constipation while taking this medicine:
  - Drink plenty of liquids. Try to drink 8 to 10 eight-ounce glasses of water or juice each day.
  - Include extra fiber in your diet.
  - Exercise daily.
- Watch for signs of dependence:
  - feeling that you "cannot live without this medicine".
  - you need more of this medicine than before to get the same relief.
- Do not drink alcohol, drive or operate machinery until you know how this medicine affects you.
- Store this medicine away from heat, moisture or direct light.
- If you are taking this on a regular schedule and you miss a dose, take it as soon as possible. If it is almost time for your next dose, skip the missed dose and return to your regular schedule. Do not double the doses.
- Talk with your doctor before taking any other medicines (including vitamins and herbs) as you may require additional monitoring.

Call your doctor if you have:

- any sign of dependence or allergy.
- increased pain not helped by the pain medicine.
- slow, weak breathing.
- seizures.
- slow or irregular heart beat.
- a yellow-color to your skin or eyes, or dark urine.
- stomach pain.
- unusual or extreme tiredness.
- any new or severe symptoms.

CEFADROXIL (Duricef)

Take this medicine until gone in the following dose: 500 mg by mouth 2 times a day for 5 days.

Cefadroxil is an antibiotic used to treat infections caused by bacteria. Antibiotics kill bacteria or prevent them from growing inside your body. This medicine may be used for other reasons, as prescribed by your doctor.

**Side effects may include:**

- diarrhea
- upset stomach, nausea or vomiting
- headache

Other side effects may occur, but are not as common. An upset stomach is not a sign of allergy. Allergy would show up as rash or itching, facial or throat swelling, wheezing or shortness of breath.

**Follow these instructions:**

- Space your medicine doses evenly throughout the day. This medicine works best if there is a constant amount in your blood.
- Take this medicine with food to avoid an upset stomach.
- Swallow the capsule and tablet form of this medicine whole with a full 8-ounce glass of water.
- For diabetics, this medicine can cause false test results when testing your urine for sugar. Talk with your doctor if you have questions.
- Store the tablet or capsule form of this medicine away from heat, moisture or direct light.
- Store the liquid form of this medicine in the refrigerator. Shake the liquid well before each use.
- If you miss a dose, take it as soon as possible. If it is almost time for your next dose, skip the missed dose. Do not double the doses.
- Talk with your doctor before taking any other medicines (including vitamins and herbs) as you may require additional monitoring.

**Call your doctor if you have:**

- any sign of allergy.
- no improvement after you've taken all the medicine.
- a seizure.
- any sign of a new infection (fever, general aches, chills, or unusual tiredness or weakness).
- ongoing nausea, vomiting or stomach pain.
- white patches in your mouth.
- women: itching in or change in discharge from your vagina.
- inflammation (pain and swelling) in your intestine during treatment or up to weeks after you've finished this medicine:
  - ongoing diarrhea
  - stomach pain or cramping
  - blood or mucus in your bowel movements
- any new or bothersome symptoms.

**SMOKING CESSATION**

Smoking is the nation's leading preventable cause of death. It significantly increases the risk of coronary heart disease, stroke and cancer. In fact, more than half of all smoking related deaths in America each year are from heart disease, stroke, or other cardiovascular diseases. The good news is, that one year after quitting, the risk of heart disease is cut in half. After five to fifteen smoke-free years, the risk is that of a person who never smoked!

If you or someone you love is interested in quitting, consider joining our "Freedom From Smoking" classes for adults. Centegra Health System and the McHenry County Department of Health have partnered together to bring you an effective program that will help you quit smoking. Call 877-CENTEGRA, (877-236-8347) for more information regarding this program. To speak with a counselor immediately, call the Illinois Tobacco line at 1-866-QUIT-YES.

**PAIN MANAGEMENT AFTER DISCHARGE:**

A person may feel less pain just by being in familiar surroundings. Here are some frequently asked questions about your pain management:

- What can I do to help my pain management? A person's level of relaxation and their environment can affect their pain. If you are tired, overstimulated (too many visitors) are anxious about your diagnosis, or a past experience with a hospitalization, your pain perception may be impacted and your tolerance decreased. Ask questions, and inform us about any problems or concerns that you may have, re: pain. Partner with your health team for your best pain management.
- What if the medication is not working? Tell your health-care provider; physician, home health nurse, etc. You may need a different dose or type of medication.
- What if I feel I'm not getting enough pain control? Talk to your physician or home health nurse about it. Together you may be able to develop a plan to prevent or ease your pain. Depending on the cause of your pain, your health-care provider may suggest exercise, use of heat/cold, massage, repositioning, immobilization of the affected part, or distraction such as music or rest.
- There are other methods of pain management. Let your health-care provider assist you in finding the best one for you.

Weight management is one step to help maintain a healthy lifestyle. For certain medical problems, such as congestive heart failure, weight should be monitored daily.

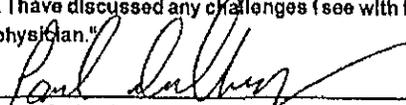
**YOU ARE THE MOST IMPORTANT FACTOR IN YOUR RECOVERY.**

Follow the above instructions carefully. Take your medicines as prescribed. Most important, see a doctor again as discussed.

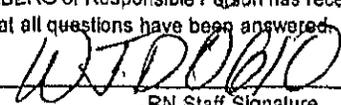
If you have problems that we have not discussed, or your problem changes or gets worse, call or visit your doctor right away. If you cannot reach your doctor, return to the Emergency Department immediately.

Centegra Health System is very concerned about your safety and well being. As part of our efforts to always provide very good care, any medications you received during this visit were reconciled with medication you are currently taking. This reconciliation was based on the information you or your representative provided regarding your current medications and allergies.

"I have received this information and my questions have been answered. I have discussed any challenges I see with this plan with the nurse or physician."

  
PAUL DULBERG or Responsible Person

PAUL DULBERG or Responsible Person has received this information and tells me that all questions have been answered.

  
RN Staff Signature

Pain 4  
June 17/13.

CH - M     CH - W

Other (Specify) \_\_\_\_\_



1117900923  
DULBERG, PAUL R  
M 41Y 03/18/1970  
06/29/2011 B 0000109391

**GENERAL CONSENT AND ACKNOWLEDGMENT**

Account Number/Effective Date: \_\_\_\_\_

**CONSENT FOR MEDICAL TREATMENT**

I have come to Centegra Health System (CHS) for medical treatment and consent to the customary examinations, tests, and procedures performed on patients in my condition. I understand and consent that independent professionals (such as my attending physician, on-call physicians, emergency medicine physicians, radiologists, anesthesiologists, pathologists, surgeons, obstetricians, consultants, nurse practitioners, physician assistants, certified registered nurse anesthetists and other specialists) may participate in my care as deemed necessary.

I agree to follow the Patient Rights & Responsibilities of CHS and to participate with independent professionals and CHS personnel in my care and treatment.

I understand the practice of Medicine is not an exact science and, therefore, no guarantees have been made regarding the likelihood of success or outcomes of any diagnosis, treatment, test, surgery or examination performed at CHS.

I understand this General Consent and Acknowledgement will remain in effect for this episode of care and will be provided to those areas of CHS where I receive care.

I understand the language in this Consent guides and controls all other forms and consents I may sign during my treatment with Centegra Health System and any inconsistencies shall be interpreted consistent with terms of this document.

**PATIENT ACKNOWLEDGMENT OF INDEPENDENT PHYSICIANS**

Initials \_\_\_\_\_

I acknowledge the independent professional(s) who provide services to me at CHS are not employees or agents of CHS, but are independent medical practitioners who have been permitted to use its facilities for the care and treatment of their patients. They include but are not limited to, my attending physician, on-call physicians, emergency medicine physicians, radiologists, anesthesiologists, pathologists, surgeons, obstetricians, consultants, nurse practitioners, physician assistants, certified registered nurse anesthetists and other specialists. My decision to seek care is not based upon any representation or advertisement of the independent professionals and I understand they are not employees or agents of CHS. CHS bills do not include physician, surgeon, or other independent professional services and I understand I will receive a separate bill directly from the independent professional. I have read and understand the above terms and confirm I am the patient or am authorized to sign on the patient's behalf.

**PATIENT ACKNOWLEDGMENT OF INDEPENDENT SERVICES**

Initials \_\_\_\_\_

During the course of my hospital stay, my physician may determine I require care at another medical facility, or I may request care at an alternate facility. I acknowledge that all transportation services provided in connection with my transfer to another facility are provided by an independent third party and I will receive a separate bill directly from the service provider for which I may be responsible.

**USE AND DISCLOSURE OF HEALTH INFORMATION**

Unless I request otherwise, CHS will provide my room location or telephone number to visitors and callers.

I understand CHS will use and disclose my health information for the purposes of treatment, payment, and health care operations, as permitted by law as described in the CHS Notice of Privacy Practices. Certain information can be used without obtaining my consent. I fully understand that the use or disclosure of my health information may include history, diagnosis and /or diagnostic treatment of mental health/ developmental disabilities conditions, alcohol or drug abuse and Acquired Immune Deficiency Syndrome (AIDS/ HIV).

I understand that if I refuse to allow disclosure of my health information to process my insurance claim, I may be financially responsible for all costs incurred by me for treatment. I agree to release and hold harmless CHS, its agents, and employees from any liability that may arise from the use or disclosure of my health information.

**PICTURES/IMAGES**

Initials \_\_\_\_\_

I understand photographs, videotapes or other images may be taken to document my care. These images may be kept by CHS and/or by the independent professional involved in my care. I understand I have the right to view or obtain copies of these materials which are in possession of CHS upon written request. It is my responsibility to confirm if such photographs, videotapes or other images have been taken. I understand images identifying me will only be released as allowable under law or with my written authorization.

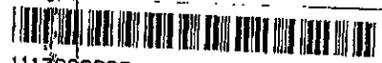
PRINTED BY: MRV0127

DATE 09/14/2012  
GENERAL CONSENT AND ACKNOWLEDGMENT

Page 1 of 2

ADC10000-00 01/07 01/08 10/09 04/09  
\*3CNTG\*





1117900923  
DULBERG, PAUL R  
M 41Y 03/19/1970  
06/28/2011 B 0000109381

*Verbal*

**RELEASE FROM LIABILITY FOR VALUABLES**

I understand my belongings are my responsibility and I have been advised to send any items of value home. I release CHS from any liability for the loss, damage to, or theft of any of my belongings. Safes or lockers are available at the hospital facilities and may be used to store valuables.

**PATIENT PRE-CERTIFICATION RESPONSIBILITY**

I understand I am responsible for the notification to my insurance company to obtain authorization before service is rendered. I further understand that if I do not pre-certify I may incur a reduction or loss of paid benefits to the hospital for which I will be liable.

**ASSIGNMENT OF BENEFITS/ AGREEMENT FOR PAYMENT**

I hereby authorize payment to be made directly to CHS and to the independent professional(s) for all insurance benefits otherwise payable to me. I understand I am financially responsible to CHS and independent professionals for all charges incurred. Patient "out-of-pocket" amounts will be requested prior to or upon discharge. In the event of default or non-payment, CHS shall be entitled to the right of recovery of all collection expenses, including court costs and reasonable attorney's fees for the purpose of securing payment. It is further agreed that any credit balance may be applied on any other account owed CHS by the guarantor/responsible party, or any open account for his/her dependent family.

**PATIENT INFORMATION OFFERED**

- Patient Rights/Responsibilities ..... Yes ~~Declined~~ If No, Explain: \_\_\_\_\_
- Advance Directive Information ..... Yes ~~Declined~~ If No, Explain: \_\_\_\_\_
- Notice of Privacy Practices ..... Yes ~~Declined~~ If No, Explain: \_\_\_\_\_
- Patient Billing Information ..... Yes ~~Declined~~ If No, Explain: \_\_\_\_\_

**PATIENT CERTIFICATION**

By signing this General Consent and Acknowledgement Form, I acknowledge I have read and understand the information contained in this form and accept its terms. I also acknowledge I have received a copy of this form for my records.

INPATIENTS ONLY:

TRICARE (Military) Insurance PATIENTS  Yes, I have received TRICARE "Important Message"

*Verbal Per [Signature]* *6/28/11*  
 Patient/Authorized Person \_\_\_\_\_ Relationship \_\_\_\_\_ Date \_\_\_\_\_  
 Witness *[Signature]* \_\_\_\_\_

I, \_\_\_\_\_, have interpreted/translated the above form to the patient. The patient has informed me he/she fully understands and agrees to the terms set out in this consent form.

Interpreter/Translator (Please Print Name) \_\_\_\_\_ Language \_\_\_\_\_ Interpretation/Translation Provider (Company name or Relationship to Patient) \_\_\_\_\_

ACCOUNT NO. B11179-00323		ADMISSION DATE/TIME 06/28/11 0246pm		BY MXC	STATION ROOM EDB -	ACC	SERVICE EMD	TYPE EDB	AT 1	AS 1	UNIT NO/MEDICAL RECORD NO B0000109381
SEX M	PO S	MS S	BIRTHDATE 03/19/70	41Y	BOC SEC NO 323-76-4001	CLERGY	AD N	OD	INURY AT WORK		FIN CLASS L LIAB-MVA/M
PATIENT NAME AND ADDRESS DULBERG, PAUL R 4606 HAYDEN CT MCHENRY IL 60051-7918 *MCHENRY CNTY, IL						PATIENT EMPLOYER SHARP PRINTING 4606 HAYDEN CT MCHENRY IL 60050 (847) 497-4250 CELL# SELF EMP					
PREVIOUS NAME DULBERG, PAUL R 4606 HAYDEN CT MCHENRY IL 60051-7918 CELL# 323-76-4001 PHI CONTACT: Y						GUARANTOR EMPLOYER SHARP PRINTING 4606 HAYDEN CT MCHENRY IL 60050 (847) 497-4250 SELF EMP					
EMERGENCY CONTACT / RELATIVE 1 DULBERG, HERBERT 4606 HAYDEN CT MCHENRY IL 60051-7918 PHI CONTACT: Y						RELATIVE 1 EMPLOYER					
EMERGENCY CONTACT 2 DULBERG, BARBARA 4606 HAYDEN CT MCHENRY IL 60051-7918 PHI CONTACT: Y						PATIENT ALTERNATE ADDRESS					
INSURANCE 1 PAUL DULBERG/ACCIDENT 1 601067 4606 HAYDEN CT JOHNSBURG IL 60051 DOB: 03/19/70 ACCIDENT DULBERG, PAUL R 99999 999999999 (847) 497-4250						INSURANCE 2 DOB:					
INSURANCE 3 DOB:						INSURANCE 4 DOB:					
DIAGNOSIS/COMPLAINT ER						ATTENDING PHYSICIAN FORD, APIWAT W			PRIMARY CARE PHYSICIAN SEK, FRANK		
COMMENT						ADMITTING PHYSICIAN FORD, APIWAT W			ADDITIONAL PHYSICIAN		

PRINCIPAL DIAGNOSIS

COMPLICATIONS AND COMORBIDITIES

PRINCIPAL PROCEDURE & DATE

OTHER PROCEDURES & DATE

STN: KRA

I CERTIFY THAT THE NARRATIVE DESCRIPTIONS OF THE PRINCIPAL AND SECONDARY DIAGNOSES & THE MAJOR PROCEDURES PERFORMED ARE ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE

SIGNATURE \_\_\_\_\_ M.D. DATE \_\_\_\_\_

Northern Illinois Medical Center      NIMC Radiology  
Patient Name: DULBERG, PAUL R  
Account Number: B1117900323

Northern Illinois Medical Center

06/28/2011      10135    RIGHT FOREARM      2139703  
HISTORY:      Chain saw versus forearm, forearm laceration.

IMPRESSION:      Right forearm films demonstrate no fracture or  
radiopaque foreign body. There is deep soft tissue  
laceration along the ventral surface of the mid  
forearm.

FINDINGS:      This exam consists of two views of the right forearm  
which demonstrate deep laceration on the ventral  
aspect of the mid forearm as best visualized on the  
lateral view. No fracture or radiopaque foreign body  
is identified.

cc:      Apiwat W. Ford, D.O.  
Donald R Kennard, M.D.  
Frank Sek, M.D.

Electronically Authenticated  
Donald R Kennard, M.D. 06/28/2011 18:18  
815-759-4683

D    06/28/2011  
T    06/28/2011 5:19 P / LBA  
Northern Illinois Medical Center      NIMC Radiology

PRINTED BY: SJS0422  
DATE      12/08/2011



B1117900323  
 DULBERG, PAUL R  
 M 41Y 03/19/1970  
 06/28/2011  
 0000109381

**EMERGENCY ADMISSION ASSESSMENT**

TIME TRIAGED: 1450  
 TIME TO TREATMENT AREA: 1455  
 ED BED# 18  
 EXPRESS BED #  
 ESI:  1  2  3  4  5  
 Primary Physician: Sek  
 Height: 5'9" Weight: 165# GCS: 15 RTS: 12 BP: 123 P: 75 R: 14 T: 97.4 SPO<sub>2</sub>: 97 Time of Injury: \_\_\_\_\_  
 Ambulance: \_\_\_\_\_  
 Mode of Arrival:  SWC  Ice  Elevate  
 Stretcher  O2  
 Carried  IV  
 Walked  Mod:  
 Patient Band applied  
 Hand Off Communication Band applied  
 Security watch  
 Room air  O<sub>2</sub> Pain Level: 9-10

Chief complaint/reason for visit: States chainsaw vs Rt arm 15 min ago w/ hemat. also feeling lightheaded

CURRENT MEDS <input checked="" type="checkbox"/> Denies		ALLERGIES <input checked="" type="checkbox"/> NKA <u>Penicillin</u>	REACTION
		Medications: <u>4703</u>	
		Food:	
		Other: <input type="checkbox"/> Latex <input type="checkbox"/> Dye	

Meds reviewed by: \_\_\_\_\_ Residence:  Private  Family  Alone  Nursing home  Group home  
 Language barrier  Yes Interpreter Name/ATT Number: \_\_\_\_\_  Other:  
 Do you feel safe at home?  Yes  No Is there anyone in your life that threatens, intimidates or harms you in any way?  Yes  No  
 Crisis/Social Worker  Notified: \_\_\_\_\_  Here: \_\_\_\_\_  DNR Resources called: \_\_\_\_\_ Time: \_\_\_\_\_

Past Medical History <input type="checkbox"/> None	Yes	Yes	Yes	Yes	Yes
	<input type="checkbox"/> Autoimmune <input type="checkbox"/> Asthma <input type="checkbox"/> Back problems <input type="checkbox"/> Blood disorders <input type="checkbox"/> Cancer <input type="checkbox"/> Cardiovascular <input type="checkbox"/> CHF <input type="checkbox"/> Pregnant Expanded/surgical history: <u>Lt arm surg</u>	<input type="checkbox"/> Dementia/ Alzheimer's <input type="checkbox"/> Endocrine <input type="checkbox"/> GI problems <input type="checkbox"/> GU Problems <input type="checkbox"/> Glaucoma <input type="checkbox"/> HEENT problems <input type="checkbox"/> Heart murmur <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal <input type="checkbox"/> No <input type="checkbox"/> Unsure	<input type="checkbox"/> Headaches/ migraines <input type="checkbox"/> Head inj past 3 months <input type="checkbox"/> Hypertension <input type="checkbox"/> MusculoSkolotal problems <input type="checkbox"/> Neuro problems <input type="checkbox"/> PsychoSocial problems Grava ___ Para ___ Ab ___	<input type="checkbox"/> Pressure Ulcer <input type="checkbox"/> Recent exposure <input type="checkbox"/> Reproductive problems <input type="checkbox"/> Respiratory problems <input type="checkbox"/> Seizures <input type="checkbox"/> Skin problems <input type="checkbox"/> Vision problems FHT ___	<input type="checkbox"/> Infectious diseases <input type="checkbox"/> MRSA <input type="checkbox"/> VRE <input type="checkbox"/> Chicken Pox <input type="checkbox"/> Measles <input type="checkbox"/> Shingles <input type="checkbox"/> Strep Throat <input type="checkbox"/> Other: _____
Implanted medical device: <input type="checkbox"/> Pacemaker <input type="checkbox"/> IV access <input type="checkbox"/> Eye <input type="checkbox"/> Knee <input type="checkbox"/> Hip <input type="checkbox"/> AICD <input type="checkbox"/> Other: _____					

TB History	<input type="checkbox"/> None Ever had a positive TB test? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Self-history of TB <input type="checkbox"/> Family history of TB <input type="checkbox"/> Cough <input type="checkbox"/> Fever <input type="checkbox"/> Bloody sputum <input type="checkbox"/> Weight loss <input type="checkbox"/> Night sweats <input type="checkbox"/> Loss of appetite <input type="checkbox"/> Fatigue <input type="checkbox"/> Recent international travel <input type="checkbox"/> Denies signs & symptoms
Vaccine	<input type="checkbox"/> Flu <input type="checkbox"/> Tetanus <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Up to date <input type="checkbox"/> >5 years <input type="checkbox"/> Unsure <input type="checkbox"/> Pediatric immunization <input type="checkbox"/> Up to date <input type="checkbox"/> No <input type="checkbox"/> Unsure





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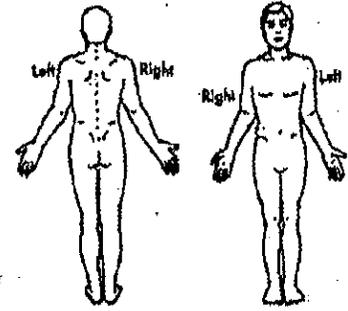
ADMISSION ASSESSMENT

Do you currently have pain?  Yes 9-10 (1-10)  No If yes, is it  Chronic  New Onset  
Type of pain:  Burning  Dull Pressure  Cramping  Heavy  Sharp  Achy  
 Other: \_\_\_\_\_  
Pain Scale used:  Wong Baker  FLACC  Numeric

ALCOHOL INTAKE:  Never  Occasionally  DAILY  
Type: \_\_\_\_\_ Amount: \_\_\_\_\_ Last Drink: \_\_\_\_\_  
STREET/REC DRUGS:  Never  Occasionally  DAILY  
Type: \_\_\_\_\_ Amount: \_\_\_\_\_ Last Used: \_\_\_\_\_  
TOBACCO HISTORY:  Never  Occasionally  DAILY  
Type: 1 PK 10 Amount: \_\_\_\_\_ Date Quit: \_\_\_\_\_

Mark drawing with number:

- 1. Abrasion
- 2. Amputation
- 3. Avulsion
- 4. Bleeding
- 5. Burn
- 6. Bruise
- 7. Deformity
- 8. Fracture
- 9. GSW
- 10. Hematoma
- 11. Laceration
- 12. Pain
- 13. Stab wound
- 14. Foreign body
- 15. Pressure ulcer
- 16. Leg ulcer



Neurological  NA  
LOC  Yes  No  
 Conscious  Unconscious  
 Alert  Oriented X 3  
 Crying  Lethargic  MAE  
 Slurred speech  
 Irritable  
 Combative  
Pupils  NA  PERL R L  
Reactive    
Sluggish    
Fixed    
Nonreactive    
Pupil size  
AVPU  A  V  P  U  
GCS: \_\_\_\_\_

Cardiac/Circulatory:  NA  
 Pink  Warm  Dry  Cool  
 Hot  Flushed  Diaphoretic  
 Dusky  Ashen  Jaundice  
 Pale  Clammy  Cyanotic  
RADIAL PULSES R L  
Present    
Absent    
PEDAL Present:    
Absent    
Cap Refill  <2Sec  >2 Sec  
Ankle edema  Yes  No  
Monitor: \_\_\_\_\_

Lung Sounds  NA R L  
Clear    
Rales    
Wheezing    
Rhonchi    
Diminished    
Absent

EENT:  NA  Denies  
VISUAL ACUITY  NA  
L: \_\_\_\_\_ R: \_\_\_\_\_  
 Correction  No Correction  
Ear Drainage:  Yes  No  
Describe: \_\_\_\_\_  
Epistaxis:  NA R L  
Controlled    
Uncontrolled    
THROAT:  
 Diff. swallowing  
 Diff. speaking  
 Drooling

GI/Abdominal:  NA  Denies  
 Soft  Distended  Firm  
 Nontender  Tender  
Bowel sounds:  Present  Absent  
 Hypoactive  Hyperactive  
Last BM: \_\_\_\_\_  
 Diarrhea x \_\_\_\_\_  Denies  
 Vomiting x \_\_\_\_\_  Denies  
 Nausea  Yes  No  
Last oral intake: \_\_\_\_\_  
Comments: \_\_\_\_\_

Genito-Urinary:  NA  Denies  
URINARY  NA  
 Frequency  Pain  
 Hematuria  Incontinent  
 Unable to void  CUD  
VAGINAL/PENILE  NA  
 Discharge  Bleeding  
Character: \_\_\_\_\_  
Amount: \_\_\_\_\_

FALL RISK ASSESSMENT

Medically unsafe to be independently mobile  
 Unaware or forgetful of physical limitations  
 Recent history of falls  
ANY POSITIVE ANSWER INDICATES ENHANCED FALL RISK  No risks noted

1455 Pt accompanied to ED by co-worker for laceration by chainsaw to (R) forearm. Pt out to Xray (1505), Pt had uric ER# (8) Dr Ford att leaded (1522) Pt medicated as ordered (1525) Wound irrigated and cleaned. Dr Ford for sutures (1713) DC instructions to pt. All questions addressed. Pt verbalized understanding.

Associate Signature/Initials: WSP/abid Associate Signature/Initials: \_\_\_\_\_



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ADMISSION ASSESSMENT

Lab	MD/DO Order Time MD/DO Initials	Lab	MD/DO Order Time MD/DO Initials	Lab	MD/DO Order Time MD/DO Initials	Medical Imaging	MD/DO Order Time MD/DO Initials
<input type="checkbox"/> ABG		<input type="checkbox"/> PTT		<input type="checkbox"/> wound culture		<input type="checkbox"/> T Spine	
<input type="checkbox"/> Amylase		<input type="checkbox"/> RSV		<input type="checkbox"/>		<input type="checkbox"/> LS Spine	
<input type="checkbox"/> Blood Culture		<input type="checkbox"/> Salicylate				<input type="checkbox"/> Ultrasound-	
<input type="checkbox"/> BMP		<input type="checkbox"/> Sputum culture				<input type="checkbox"/> CT Scan-Brain	
<input type="checkbox"/> BNP		<input type="checkbox"/> Strep				<input type="checkbox"/> CT Scan-C Spine	
<input type="checkbox"/> CBC w/diff		<input type="checkbox"/> Trichomonas				<input type="checkbox"/> CT Scan-Chest	
<input type="checkbox"/> CMPL		<input type="checkbox"/> Troponin <input type="checkbox"/> POC		<b>Other/Miscellaneous</b>		<input type="checkbox"/> CT Scan-Chest PE	
<input type="checkbox"/> D. Dimer		<input type="checkbox"/> Tylenol		<input type="checkbox"/> O <sub>2</sub>		<input type="checkbox"/> CT Scan-Abd/Pelvis	
<input type="checkbox"/> Digoxin Level		<input type="checkbox"/> Type & screen		<input type="checkbox"/> EKG Time Acquired		<input type="checkbox"/> MRI	
<input type="checkbox"/> ETOH		<input type="checkbox"/> Type & cross		Time Read		<input type="checkbox"/> FAST Scan	
<input type="checkbox"/> GC/Chlamydia		of units		<input type="checkbox"/> EKG Time Acquired		<input type="checkbox"/> ED Preg Ltd US	
<input type="checkbox"/> Hepatic Panel		<input type="checkbox"/> UA		Time Read		<input type="checkbox"/> ED Preg follow up US	
<input type="checkbox"/> HCG Qualitative		<input type="checkbox"/> UA/Reflex culture		<b>Medical Imaging</b>		<input type="checkbox"/> ED Pelvis Ltd US	
<input type="checkbox"/> HCG Quantitative		<input type="checkbox"/> Urine Culture		<input type="checkbox"/> Chest PA/Lat		<input type="checkbox"/> ED Abd Aorta US	
<input type="checkbox"/> Influenza Screen		<input type="checkbox"/> Urine Drug Screen		<input type="checkbox"/> Chest Port		<input type="checkbox"/> ED Doppler pelvis	
<input type="checkbox"/> Lipase		<input type="checkbox"/> Urine HCG		<input type="checkbox"/> C-Spine		<input type="checkbox"/> ED Venous Duplex Ext	
<input type="checkbox"/> MRSA		<input type="checkbox"/> Pos <input type="checkbox"/> Neg <input type="checkbox"/> POC		<input type="checkbox"/> X-Table		<input type="checkbox"/> ED Trauma trans echo	
<input type="checkbox"/> PT		<input type="checkbox"/> Urine Dip <input type="checkbox"/> POC		<input type="checkbox"/> Pelvis		<input type="checkbox"/> ED Trauma abd ltd	
		<input type="checkbox"/> Wet prep					

MD/DO Order Time & Initials	ORB	Start Time	Stop Time	IV Solution & Amount	Warm Y/N	Additives	Site	Cath Size	Rate	Amt infused	Initials

Pt Height: 5'09" Pt Weight: 165 Allergies: NKDA

MD/DO Order Time & Initials	ORB	Time Given	Stop Time	Pain Scale	Medication/Order	Dosage	Route	Site	Initials	Time	Effects	Pain Scale	Initials
<u>WJ</u>		<u>15:02</u>		<u>10</u>	<u>NORCO</u>	<u>10mg</u>	<u>PO</u>		<u>WJ</u>				<u>WJ</u>
<u>WJ</u>		<u>15:02</u>			<u>gabapentin</u>	<u>0.25%</u>	<u>PRN</u>		<u>WJ</u>				<u>WJ</u>

Td 0.5mL  Tdap 0.5mL  TT 0.5mL Time: \_\_\_\_\_ Site: \_\_\_\_\_ RN: \_\_\_\_\_ Lot# \_\_\_\_\_ Exp \_\_\_\_\_ Mfr \_\_\_\_\_  VIS Given  
 Nursing Assessment and Medication Reconciliation Reviewed  
 Vitals Reviewed \_\_\_\_\_

Tech: \_\_\_\_\_ Initials: \_\_\_\_\_ Tech: Aut Initials: Aut  
 RN: WJ Initials: WJ Physician: \_\_\_\_\_ Initials: \_\_\_\_\_  
 RN: WJ Initials: WJ Physician: \_\_\_\_\_ Initials: \_\_\_\_\_



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EMERGENCY ADMISSION ASSESSMENT

Time	Blood pressure	Pulse	Resp	Temp	SpO2	O2	GCS E/V/M	Monitor	Intake	Output
							/ /			
							/ /			
							/ /			
							/ /			
							/ /			
							/ /			
							/ /			
							/ /			
Orthostatic		Lying:		Sitting:		Standing:				

Treatments/Procedures:

- O<sub>2</sub> Therapy: \_\_\_\_\_  Intubated \_\_\_\_\_  Respiratory treatment: \_\_\_\_\_ Neb Tx: \_\_\_\_\_  Cont Pulse Ox \_\_\_\_\_
- Chest tube: \_\_\_\_\_  Time Out: \_\_\_\_\_  Eye irrigation: \_\_\_\_\_  Ear Irrigation: \_\_\_\_\_
- NG tube # \_\_\_\_\_ @ \_\_\_\_\_ Character: \_\_\_\_\_  Gastric lavage: \_\_\_\_\_
- Lumbar puncture: \_\_\_\_\_  Time Out: \_\_\_\_\_  See neuro assessment sheet
- Pelvic exam: \_\_\_\_\_ Straight Cath/CUD @ \_\_\_\_\_  Bladder scan Amount: \_\_\_\_\_
- Blood Glucose value: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_  Continuous Cardiac Monitoring
- Normal Values Age 60 or more (80-99 mg/dl), 13-60 yr. (75-99), 1 mo.-13 yr. (60-99) Critical Value less than 40 or more than 400
- Normal Value: Age newborn to 1d (40-60 mg/dl) 1d-1 Mo. (50-99) Critical Value less than 40 or more than 200

- Wound Care: \_\_\_\_\_  Dressing: \_\_\_\_\_  Ortho Care: \_\_\_\_\_  Crutches
- Irrigation: 1 Liter NS  Antibiotic \_\_\_\_\_  Ice Time: \_\_\_\_\_  Cast \_\_\_\_\_  Patient's own crutches
- Soak: \_\_\_\_\_  Adaptic \_\_\_\_\_  Elevate Time: \_\_\_\_\_  Sling \_\_\_\_\_  Crutch walking instr/ret demo
- Antiseptic Wash \_\_\_\_\_  4X4 \_\_\_\_\_  Splint: \_\_\_\_\_  Tubi Grip \_\_\_\_\_  Velcro Splint: \_\_\_\_\_
- Other: \_\_\_\_\_  Kling \_\_\_\_\_  Knee immobilizer: \_\_\_\_\_  Posterior mold: \_\_\_\_\_
- Tube gauze \_\_\_\_\_  Shoulder Immobilizer \_\_\_\_\_  Location: \_\_\_\_\_
- Steristrip \_\_\_\_\_  Ace Wrap \_\_\_\_\_  Width: \_\_\_\_\_
- Isolation Type: \_\_\_\_\_  Burn dressing \_\_\_\_\_  SMV's after immobilization \_\_\_\_\_  Length: \_\_\_\_\_

- DISPOSITION:  Home  Jail  Nursing home/ECC  
 Other facility: \_\_\_\_\_  Expired  AMA  
 Mode:  W/C  Walk  Carry  Ambulance: \_\_\_\_\_  
 Other: \_\_\_\_\_  
 LEFT WITH:  Self  Family  Friend  Police  
 Discharge Instructions given-expresses understanding  
 Discharge Pain Level: 4 (0-10) GCS: 15 RTS: \_\_\_\_\_  
 Discharge by: W. D. Bogio @ 1713

- Inpatient  Observation  Surgical
- Mode: \_\_\_\_\_ Time: \_\_\_\_\_ Accompanied by: \_\_\_\_\_
- ER hold from \_\_\_\_\_ to \_\_\_\_\_
- To unit/room # \_\_\_\_\_
- No old chart  Old chart in ED  Chart to floor
- Discharge Pain Level: \_\_\_\_\_ (0-10)  
 GCS: \_\_\_\_\_ RTS: \_\_\_\_\_
- Skin Integrity Intact  Yes  No (see documentation)

Discharge Vital Signs: \_\_\_\_\_

Discharge Summary: \_\_\_\_\_

RN: W. D. Bogio Initials: WDB RN: \_\_\_\_\_ Initials: \_\_\_\_\_  
 Tech: Rebecca Davis Initials: RD



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06  
**Centegra Health System**  
**EMERGENCY PHYSICIAN RECORD**  
Upper Extremity Injury (4)

DATE: 6/28/11 TIME: 1457  on arrival  
ROOM: 18 EMS Arrival  
EMS treatments ordered  
HISTORIAN: patient spouse paramedics  
HX / EXAM LIMITED BY:

**HPI**

**chief complaint:** Injury to: right / left forearm elbow arm  
hand wrist shoulder collar-bone area  
**duration / occurred:** just prior to arrival today yesterday \_\_\_\_\_ days ago  
**where:** home school neighbor's park work street  
**severity of pain:** mild moderate severe worse / persistent since pain intermittent / lasting  
**context:** fall blow incised crushed burn  
**associated symptoms:** tingling / numbness distally

**ROS**

suspected FB (skin lac) \_\_\_\_\_ trouble breathing / chest pain  
loss feeling / power arms / legs \_\_\_\_\_ loss of bladder function  
headache / neck pain \_\_\_\_\_ recent fever / illness  
double vision / hearing loss \_\_\_\_\_ other injuries  
nausea / vomiting \_\_\_\_\_  all systems neg except as marked

**SOCIAL HX** smoker + drug use / abuse \_\_\_\_\_  
recent ETOH \_\_\_\_\_ lives alone \_\_\_\_\_  
lives at home + lives in nursing home \_\_\_\_\_  
**FAMILY HX** negative

**PAST HX** negative R / L HANDED prior injury  
diabetes Type 1 Type 2 diet / oral / insulin  
HTN heart disease DEGENERATIVE DISC  
Meds- none / see nurses note  
Allergias- NKDA / see nurses note

Nursing Assessment Reviewed  Vitals Reviewed  Tetanus Immun. UTD

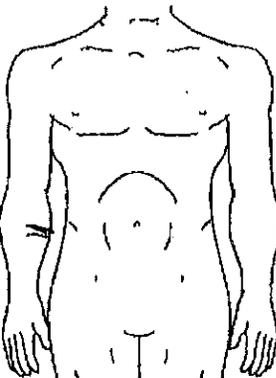
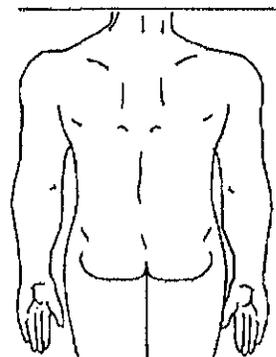
**PHYSICAL EXAM**

**GENERAL APPEARANCE** c-collar (PTA / in ED) / backboard  
 no acute distress  mild/moderate/severe distress  
 alert  anxious  
**EXTREMITIES**  
**HAND**  see diagram  
 nml inspection  tenderness soft-tissue / bony  
 non-tender  swelling / ecchymosis  
 deformity  
**WRIST**  see diagram  
 nml inspection  tenderness soft-tissue / bony  
 non-tender  tenderness in anatomical snuff box  
 nml ROM\*  wrist pain on axial thumb load  
 swelling / ecchymosis  
 limited ROM  
 deformity

FOREARM / ELBOW  
 nml inspection  
 non-tender  
 nml ROM\*  
ARM / SHOULDER  
 nml inspection  
 non-tender  
 nml ROM\*

*✓* see diagram  
*✓* tenderness soft-tissue / bony  
*✓* swelling / ecchymosis  
*✓* limited ROM  
*✓* deformity  
*✓* see diagram  
*✓* tenderness soft-tissue / bony  
*✓* swelling / ecchymosis  
*✓* limited ROM  
*✓* deformity

*SOME LACERATION*  
*✓* *FOR BARM BENT*



T=Tenderness P/T=Point Tenderness S=Swelling E=Ecchymosis B=Burn C=Contusion  
L=Laceration A=Abrasion M=Muscle spasm PW=Puncture Wound  
(B= without m=mild mod=moderate sv=severe)  
Example: Tsv = Tenderness on palpation (severe)

**NEURO / VASC / TENDON**

sensation intact  sensory / motor deficit  
 motor intact  
 no vascular  pallor / cool skin / abnml cap refill  
 tendon function  pulse deficit radial ulnar  
 normal  deficit in tendon function

*NM Dr. @ 571077000*





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SKIN \_\_\_\_\_ diaphoretic / cool / cyanotic \_\_\_\_\_  
warm, dry \_\_\_\_\_

HEAD / ENT \_\_\_\_\_ tenderness \_\_\_\_\_  
nml inspection \_\_\_\_\_ swelling / ecchymosis \_\_\_\_\_  
pharynx nml \_\_\_\_\_

NECK / BACK \_\_\_\_\_ tenderness \_\_\_\_\_  
nml inspection \_\_\_\_\_ swelling / ecchymosis \_\_\_\_\_  
non-tender \_\_\_\_\_

RESPIRATORY \_\_\_\_\_ tenderness \_\_\_\_\_  
chest non-tender \_\_\_\_\_ swelling / ecchymosis / abrasions \_\_\_\_\_  
breath snds nml \_\_\_\_\_ crepitus / subcutaneous emphysema \_\_\_\_\_  
\_\_\_\_\_ decreased breath sounds \_\_\_\_\_  
\_\_\_\_\_ wheezes / rales / rhonchi \_\_\_\_\_  
\_\_\_\_\_ tachycardia / bradycardia \_\_\_\_\_

CVS \_\_\_\_\_  
heart sounds nml \_\_\_\_\_

GI (ABDOMEN) \_\_\_\_\_ tenderness / guarding \_\_\_\_\_  
non-tender \_\_\_\_\_  
no organomegaly \_\_\_\_\_  
nml bowel snds\* \_\_\_\_\_

PROCEDURES

Wound Description / Repair  
length 2cm location R Forearm Belly  
linear \_\_\_\_\_ irregular \_\_\_\_\_ flap \_\_\_\_\_ stellate \_\_\_\_\_  
superficial \_\_\_\_\_ subcut \_\_\_\_\_ muscle \_\_\_\_\_ through-and-through \_\_\_\_\_  
contused tissue \_\_\_\_\_ lip laceration \_\_\_\_\_  
clean \_\_\_\_\_ contaminated \_\_\_\_\_ minimally \_\_\_\_\_ moderately / \*heavily \_\_\_\_\_  
with \_\_\_\_\_

distal NVT: neuro & vascular status intact no tendon injury  
anesthesia: local LET / tetracaine / adrenaline / cocaine 15 ml  
marcaine 0.25% 0.5% lidoc 1% 2% epi / bicarb digital / metacarpal block  
 moderate sedation required; see attached 23d template

prep: SKIN PREP  
Betadine / scrub \_\_\_\_\_  
irrigated / washed w/ saline IL MAC debrided \_\_\_\_\_  
minimal / mod. / \*extensive \_\_\_\_\_ minimal / \*mod. / \*extensive \_\_\_\_\_  
wound explored \_\_\_\_\_ undermined \_\_\_\_\_  
foreign material removed \_\_\_\_\_ minimal / mod. / \*extensive \_\_\_\_\_  
partially completely \_\_\_\_\_ \*wound margins revised \_\_\_\_\_  
minimal / mod. / \*extensive \_\_\_\_\_ multiple flaps aligned \_\_\_\_\_  
no foreign body identified \_\_\_\_\_

repair: Wound closed with: wound adhesive / sari-strips  
SKIN- # 11 4-0 nylon / Crolex staples \_\_\_\_\_  
interrupted \_\_\_\_\_ running simple mattress (h/v) \_\_\_\_\_  
\*SUBCUT-# 3 4-0 vicryl / chromic \_\_\_\_\_  
interrupted \_\_\_\_\_ running simple mattress (h/v) \_\_\_\_\_  
OTHER- # \_\_\_\_\_ -0 material \_\_\_\_\_  
interrupted \_\_\_\_\_ running simple mattress (h/v) \_\_\_\_\_  
\*may indicate intermediate repair \*may indicate complex repair

splint Vekro OCL / Ortho-glass / Plaster Aluminum-foam  
Valar Thumb spica Ulnar Wrist Sugar-Tong Cock-up Colles  
applied by ED Physician / Orthopedist / Tech \_\_\_\_\_  
examined post splint application NY intact alignment good  
deformity reduced no compartment syndrome

sling \_\_\_\_\_  
nursemaid's elbow reduced with supination \_\_\_\_\_  
foreign body removed with forceps with incision \_\_\_\_\_  
closed reduction finger traps traction \_\_\_\_\_

Underline indicates organ system  
\* equivalent or minimum required for organ system

XRAYs  Interp. by me  Reviewed by me  Disc'd w/ radiologist  
R / L hand wrist forearm elbow humerus shoulder  
normal / NAD \_\_\_\_\_ DJD \_\_\_\_\_  
 no fracture \_\_\_\_\_ dislocation \_\_\_\_\_  
 nml alignment \_\_\_\_\_ soft-tissue swelling \_\_\_\_\_  
 no foreign body \_\_\_\_\_ positive anterior fat-pad sign \_\_\_\_\_  
\_\_\_\_\_ positive posterior fat-pad sign \_\_\_\_\_  
\_\_\_\_\_ foreign body \_\_\_\_\_  
\_\_\_\_\_ fracture non-displaced displaced \_\_\_\_\_  
\_\_\_\_\_ transverse oblique comminuted angulated \_\_\_\_\_  
\_\_\_\_\_ impacted torus \_\_\_\_\_

Other study: \_\_\_\_\_  
 See separate report

PROGRESS  
Time \_\_\_\_\_ unchanged \_\_\_\_\_ improved \_\_\_\_\_ re-examined \_\_\_\_\_

initial fracture care provided: follow-up on \_\_\_\_\_  
Rx given \_\_\_\_\_  
referred to / discussed with Dr. \_\_\_\_\_  
will see patient in: ED / hospital / office in \_\_\_\_\_ days

CLINICAL IMPRESSION Fall Alleged Assault

Contusion R / L shoulder forearm wrist  
Hematoma arm elbow hand  
Sprain / Strain \_\_\_\_\_  
Dislocation \_\_\_\_\_  
Laceration \_\_\_\_\_  
Fracture R / L radius distal / shaft / proximal  
ulna distal / shaft / proximal / ulnar styloid  
humerus distal / shaft / proximal / supracondylar  
Colles fracture stabilized / restorative

DISPOSITION-  transferred  home  admitted  expired  
Time  AMA  
CONDITION-  good  fair  poor  critical  improved  
 stable  unchanged

RESIDENT / PA / NP SIGNATURE

ATTENDING NOTE:  
Resident / PA / NP's history reviewed, patient interviewed and examined.  
Briefly, pertinent HPI is: \_\_\_\_\_  
My personal exam of patient reveals: \_\_\_\_\_  
Assessment and plan reviewed with resident / midlevel. Lab and ancillary studies show: \_\_\_\_\_  
I confirm the diagnosis of: \_\_\_\_\_  
Care plan reviewed. Patient will need: \_\_\_\_\_  
Please see resident / midlevel note for details.

Paul Dulberg 9025  
Physician Signature RTI# turned care over at

Physician Signature RTI# assumed care at  
 Template Complete  Additional T-Sheet

PRINTED BY: SJS0422

RESTRICTIONS / RELEASE FORM



Northern Illinois Medical Center  
Emergency Department  
4201 Medical Center Drive  
McHenry, Illinois 60050  
(815) 344-5000



Memorial Medical Center  
3701 Doty Rd.  
Woodstock, Illinois 60098  
(815) 334-3900

PATIENT NAME

*Paul Dulberg*

DATE

*12/28/2011*

PHYSICIAN SIGNATURE

*[Handwritten Signature]*



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- May return to  work  school  gym without restriction.
- May not return to  work  school  gym for 2 day(s).
- May return to school with the following restrictions:

- Gym/Sports restrictions are \_\_\_\_\_ for \_\_\_\_\_ day(s).
- Must take prescription medication for \_\_\_\_\_ day(s).

May return to work with the following restrictions:

- No lifting greater than \_\_\_\_\_ lbs. for \_\_\_\_\_ day(s).
- Machinery/Driving restriction while on medication that can cause drowsiness.
- No continuous  standing  sitting for \_\_\_\_\_ day(s).
- Must keep \_\_\_\_\_ elevated for \_\_\_\_\_ day(s).
- Sedentary work only for \_\_\_\_\_ day(s).
- Must use crutches for \_\_\_\_\_ day(s).
- No overhead work for \_\_\_\_\_ day(s).
- No bending or twisting for \_\_\_\_\_ day(s).
- Must wear immobilizer for \_\_\_\_\_ day(s).
- No climbing on ladder or stairs for \_\_\_\_\_ day(s).
- Other \_\_\_\_\_

<input type="checkbox"/> LIMITED WORK WITH	
<input type="checkbox"/> NO WORK WITH	
<input type="checkbox"/> Right	<input type="checkbox"/> Left
<input type="checkbox"/> Hand	<input type="checkbox"/> Hand
<input type="checkbox"/> Arm	<input type="checkbox"/> Arm
<input type="checkbox"/> Foot	<input type="checkbox"/> Foot
<input type="checkbox"/> Leg	<input type="checkbox"/> Leg
For _____ Days	

See your physician in \_\_\_\_\_ days for reevaluation.

All patients are referred to their personal physicians or a doctor on the staff of this hospital. Release from restriction must be obtained from that doctor and not the Emergency Department.

I (or responsible person) have/has received and understand(s) the instructions to follow as noted above.

Patient signature (or responsible person):

*Paul Dulberg*

PRINTED BY: SJS0422  
DATE 12/08/2011  
EMCARE, INC

ED 102 NIMC/MMC

Centegra Northern Illinois Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050  
(815) 344-5000

Patient: PAUL DULBERG, Med. Rec. #: B0000109381, Visit #:  
B1117900323, Date: 06/28/2011 Time: 17:02

Home Care Instructions

IMPORTANT: We examined and treated you today on an emergency basis only. This was not a substitute for, or an effort to provide, complete medical care. In most cases, you must let your doctor check you again. Tell your doctor about any new or lasting problems. We cannot recognize and treat all injuries or illnesses in one Emergency Department visit. If you had special tests, such as EKG's or X-rays, we will review them again within 24 hours. We will call you if there are any new suggestions. You were treated today by: Ford, Aplat W..

After your visit to our Emergency Department, you may receive a survey in the mail. We want to be sure we have given you very good care and we ask that you please fill out the survey and return it in the mail.

After you leave, please follow the instructions below.

This Information Is About Your Follow Up Care

Call as soon as possible to make an appointment to see your doctor in 10 days for suture removal. You can reach your doctor by calling their clinic phone number.

Please return to the Emergency Department in 10 days for suture removal if you would prefer to have the sutures removed in the ER. We do recommend that you follow-up with your Primary Care Physician but you can return to the ER for removal of your stitches if you choose..

This Information Is About Your Illness and Diagnosis

**WOUND CARE (with stitches)**

Your wound was closed with stitches. These are small threads that keep the skin closed to help it heal. You have 3 internal and 11 external stitches. These should be removed in 10 days.

At home, please follow these instructions:

- Wash your hands before touching the dressing or wound.
- Keep the wound clean and dry.
- After 2 days, wash the wound gently with warm water and soap. Pat it dry.
- Put a light dressing on it if it rubs or there is drainage.

Call your doctor if:

- you have redness, pain, or swelling in the area of your stitches.
- your wound drains pus.
- your stitches come out before your wound is healed.
- you have any new or bothersome symptoms.

This is Information About Your New Medications - Start taking as prescribed.

HYDROCODONE and ACETAMINOPHEN (Vicodin, Vicodin ES, Lortab, Lortab elixir, Zamicel, Norco, Zydono, Anexsia, Anolor, Bancap HC)

Take this medicine by mouth with food in the following dose: one 10mg/325mg tablet every 4 to 6 hours if needed for pain. Do not take more than as directed per day (24 hours).

This is a mixture of medicines (hydrocodone and acetaminophen) used to relieve moderate to severe pain. This medicine may be used for other reasons, as prescribed by your doctor.

Side effects may include:

- sleepiness or dizziness
- upset stomach, nausea or vomiting
- constipation

Other side effects may occur, but are not as common. Allergy would show up as: rash or itching, facial or throat swelling, wheezing or shortness of breath. This medicine can be habit forming if used for a long period of time.

Follow these instructions:

- Never take more of this medicine than prescribed. Too much acetaminophen in your body can cause liver damage.
- Read the labels of non-prescription medicines before taking them. Many contain acetaminophen. To avoid an overdose, do not take any other medicines that contain acetaminophen.
- Talk to your doctor or pharmacist before taking medicines for sleep, colds or allergies. Severe drowsiness may occur.
- Do not share this medicine with others as this medicine is a controlled-substance. Sharing this medicine with others is against the law.
- To avoid constipation while taking this medicine:
  - Drink plenty of liquids. Try to drink 8 to 10 eight-ounce glasses of water or juice each day.
  - Include extra fiber in your diet.
  - Exercise daily.
- Watch for signs of dependence:
  - feeling that you "cannot live without this medicine".
  - you need more of this medicine than before to get the same relief.
- Do not drink alcohol, drive or operate machinery until you know how this medicine affects you.
- Store this medicine away from heat, moisture or direct light.
- If you are taking this on a regular schedule and you miss a dose, take it as soon as possible. If it is almost time for your next dose, skip the missed dose and return to your regular schedule. Do not double the doses.
- Talk with your doctor before taking any other medicines (including vitamins and herbs) as you may require additional monitoring.

Call your doctor if you have:

- any sign of dependence or allergy.
- increased pain not helped by the pain medicine.
- slow, weak breathing.
- seizures.
- slow or irregular heart beat.
- a yellow-color to your skin or eyes, or dark urine.
- stomach pain.
- unusual or extreme tiredness.
- any new or severe symptoms.

CEFADROXIL (Duricef)

Take this medicine until gone in the following dose: 500 mg by mouth 2 times a day for 5 days.

Cefadroxil is an antibiotic used to treat infections caused by bacteria. Antibiotics kill bacteria or prevent them from growing inside your body. This medicine may be used for other reasons, as prescribed by your doctor.

**Side effects may include:**

- diarrhea
- upset stomach, nausea or vomiting
- headache

Other side effects may occur, but are not as common. An upset stomach is not a sign of allergy. Allergy would show up as rash or itching, facial or throat swelling, wheezing or shortness of breath.

**Follow these instructions:**

- Space your medicine doses evenly throughout the day. This medicine works best if there is a constant amount in your blood.
- Take this medicine with food to avoid an upset stomach.
- Swallow the capsule and tablet form of this medicine whole with a full 8-ounce glass of water.
- For diabetics, this medicine can cause false test results when testing your urine for sugar. Talk with your doctor if you have questions.
- Store the tablet or capsule form of this medicine away from heat, moisture or direct light.
- Store the liquid form of this medicine in the refrigerator. Shake the liquid well before each use.
- If you miss a dose, take it as soon as possible. If it is almost time for your next dose, skip the missed dose. Do not double the doses.
- Talk with your doctor before taking any other medicines (including vitamins and herbs) as you may require additional monitoring.

**Call your doctor if you have:**

- any sign of allergy.
- no improvement after you've taken all the medicine.
- a seizure.
- any sign of a new infection (fever, general aches, chills, or unusual tiredness or weakness).
- ongoing nausea, vomiting or stomach pain.
- white patches in your mouth.
- women: itching in or change in discharge from your vagina.
- inflammation (pain and swelling) in your intestine during treatment or up to weeks after you've finished this medicine:
  - ongoing diarrhea
  - stomach pain or cramping
  - blood or mucus in your bowel movements
- any new or bothersome symptoms.

**SMOKING CESSATION**

Smoking is the nation's leading preventable cause of death. It significantly increases the risk of coronary heart disease, stroke and cancer. In fact, more than half of all smoking related deaths in America each year are from heart disease, stroke, or other cardiovascular diseases. The good news is, that one year after quitting, the risk of heart disease is cut in half. After five to fifteen smoke-free years, the risk is that of a person who never smoked!

If you or someone you love is interested in quitting, consider joining our "Freedom From Smoking" classes for adults. Centegra Health System and the McHenry County Department of Health have partnered together to bring you an effective program that will help you quit smoking. Call 877-CENTEGRA, (877-236-8347) for more information regarding this program. To speak with a counselor immediately, call the Illinois Tobacco line at 1-866-QUIT-YES.

**PAIN MANAGEMENT AFTER DISCHARGE:**

A person may feel less pain just by being in familiar surroundings. Here are some frequently asked questions about your pain management:

- What can I do to help my pain management? A person's level of relaxation and their environment can affect their pain. If you are tired, overstimulated (too many visitors) are anxious about your diagnosis, or a past experience with a hospitalization, your pain perception may be impacted and your tolerance decreased. Ask questions, and inform us about any problems or concerns that you may have, re: pain. Partner with your health team for your best pain management.
- What if the medication is not working? Tell your health-care provider; physician, home health nurse, etc. You may need a different dose or type of medication.
- What if I feel I'm not getting enough pain control? Talk to your physician or home health nurse about it. Together you may be able to develop a plan to prevent or ease your pain. Depending on the cause of your pain, your health-care provider may suggest exercise, use of heat/cold, massage, repositioning, immobilization of the affected part, or distraction such as music or rest.
- There are other methods of pain management. Let your health-care provider assist you in finding the best one for you.

Weight management is one step to help maintain a healthy lifestyle. For certain medical problems, such as congestive heart failure, weight should be monitored daily.

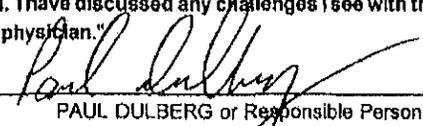
**YOU ARE THE MOST IMPORTANT FACTOR IN YOUR RECOVERY.**

Follow the above instructions carefully. Take your medicines as prescribed. Most important, see a doctor again as discussed.

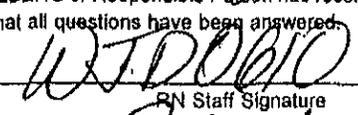
If you have problems that we have not discussed, or your problem changes or gets worse, call or visit your doctor right away. If you cannot reach your doctor, return to the Emergency Department immediately.

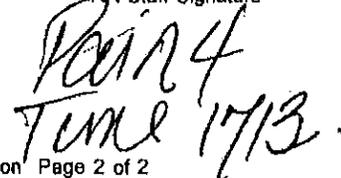
Centegra Health System is very concerned about your safety and well being. As part of our efforts to always provide very good care, any medications you received during this visit were reconciled with medication you are currently taking. This reconciliation was based on the information you or your representative provided regarding your current medications and allergies.

"I have received this information and my questions have been answered. I have discussed any challenges I see with this plan with the nurse or physician."

  
PAUL DULBERG or Responsible Person

PAUL DULBERG or Responsible Person has received this information and tells me that all questions have been answered.

  
RN Staff Signature



**Centegra Northern Illinois Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050  
(815) 344-5000**

PAUL DULBERG was discharged on 06/28/2011 at 17:06 from the hospital. The following is a summary of the discharge instructions given to PAUL before discharge:

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**This Information Is About Your Follow Up Care**

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Call as soon as possible to make an appointment to see your doctor in 10 days for suture removal. You can reach your doctor by calling their clinic phone number.

Please return to the Emergency Department in 10 days for suture removal if you would prefer to have the sutures removed in the ER. We do recommend that you follow-up with your Primary Care Physician but you can return to the ER for removal of your stitches if you choose..

---

**This Information Is About Your Illness and Diagnosis**

---

**WOUND CARE (with stitches)**

---

**This is Information About Your New Medications - Start taking as prescribed.**

---

**HYDROCODONE and ACETAMINOPHEN** (Vicodin, Vicodin ES, Lortab, Lortab elixir, Zamicet, Norco, Zydone, Anexsia, Anolor, Bancap HC)

one 10mg/325mg tablet every 4 to 6 hours if needed for pain. Do not take more than as directed per day (24 hours).

**CEFADROXIL** (Duricef)

500 mg by mouth 2 times a day for 5 days.

1. How are you and/or your family doing today?
2. Is your pain/or symptoms better today?
3. Did you understand your discharge instructions?
4. Are you following up with a Doctor?

**Centegra Northern Illinois Medical Center**  
**4201 Medical Center Drive**  
**McHenry, IL 60050**  
**(815) 344-5000**

5. Comments:

Signature of nurse making phone call; \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

FORM GOES TO MEDICAL RECORDS

Portions Copyrighted 1987-2011, LOGICARE Corporation Page 2 of 2  
PRINTED BY: SJS0422  
DATE: 12/08/2011 Patient Name, PAUL R  
Account Number, B1117900323

Dulberg 004551



1117900326  
WELTER, KAITLYN D  
F IDY 11/28/2000  
08/28/2011 8 0000287787

*AW*  
Initials

**RELEASE FROM LIABILITY FOR VALUABLES**

I understand my belongings are my responsibility and I have been advised to send any items of value home. I release CHS from any liability for the loss, damage to, or theft of any of my belongings. Safes or lockers are available at the hospital facilities and may be used to store valuables.

**PATIENT PRE-CERTIFICATION RESPONSIBILITY**

I understand I am responsible for the notification to my insurance company to obtain authorization before service is rendered. I further understand that if I do not pre-certify I may incur a reduction or loss of paid benefits to the hospital for which I will be liable.

**ASSIGNMENT OF BENEFITS/ AGREEMENT FOR PAYMENT**

I hereby authorize payment to be made directly to CHS and to the independent professional(s) for all insurance benefits otherwise payable to me. I understand I am financially responsible to CHS and independent professionals for all charges incurred. Patient "out-of-pocket" amounts will be requested prior to or upon discharge. In the event of default or non-payment, CHS shall be entitled to the right of recovery of all collection expenses, including court costs and reasonable attorney's fees for the purpose of securing payment. It is further agreed that any credit balance may be applied on any other account owed CHS by the guarantor/responsible party, or any open account for his/her dependent family.

**PATIENT INFORMATION OFFERED**

- Patient Rights/Responsibilities ..... Yes Declined If No, Explain: \_\_\_\_\_
- Advance Directive Information ..... Yes Declined If No, Explain: \_\_\_\_\_
- Notice of Privacy Practices ..... Yes Declined If No, Explain: \_\_\_\_\_
- Patient Billing Information ..... Yes Declined If No, Explain: \_\_\_\_\_

**PATIENT CERTIFICATION**

By signing this General Consent and Acknowledgement Form, I acknowledge I have read and understand the information contained in this form and accept its terms. I also acknowledge I have received a copy of this form for my records.

**INPATIENTS ONLY:**

**TRICARE (Military) Insurance PATIENTS** \_\_\_\_\_ Yes, I have received TRICARE "Important Message"

*Kaitlyn D Welter*                      *Mother*                      *6/28/11*  
 Patient/ Authorized Person              Relationship                      Date

*[Signature]*  
 Witness

I, \_\_\_\_\_, have interpreted/translated the above form to the patient. The patient has informed me he/she fully understands and agrees to the terms set out in this consent form.

\_\_\_\_\_  
 Interpreter/Translator (Please Print Name)              Language                      Interpretation/Translation Provider (Company name or Relationship to Patient)



11179DD328  
WELTER, KAITLYN D  
F 10Y 11/28/2000  
08/28/2011 B 0000297787



CH - M     CH - W  
 Other (Specify) \_\_\_\_\_

**GENERAL CONSENT AND ACKNOWLEDGMENT**

Account Number/Effective Date: \_\_\_\_\_

**CONSENT FOR MEDICAL TREATMENT**

I have come to Centegra Health System (CHS) for medical treatment and consent to the customary examinations, tests, and procedures performed on patients in my condition. I understand and consent that independent professionals (such as my attending physician, on-call physicians, emergency medicine physicians, radiologists, anesthesiologists, pathologists, surgeons, obstetricians, consultants, nurse practitioners, physician assistants, certified registered nurse anesthetists and other specialists) may participate in my care as deemed necessary.

I agree to follow the Patient Rights & Responsibilities of CHS and to participate with independent professionals and CHS personnel in my care and treatment.

I understand the practice of Medicine is not an exact science and, therefore, no guarantees have been made regarding the likelihood of success or outcomes of any diagnosis, treatment, test, surgery or examination performed at CHS.

I understand this General Consent and Acknowledgement will remain in effect for this episode of care and will be provided to those areas of CHS where I receive care.

I understand the language in this Consent guides and controls all other forms and consents I may sign during my treatment with Centegra Health System and any inconsistencies shall be interpreted consistent with terms of this document.

*[Signature]*  
Initials

**PATIENT ACKNOWLEDGMENT OF INDEPENDENT PHYSICIANS**

I acknowledge the independent professional(s) who provide services to me at CHS are not employees or agents of CHS, but are independent medical practitioners who have been permitted to use its facilities for the care and treatment of their patients. They include but are not limited to, my attending physician, on-call physicians, emergency medicine physicians, radiologists, anesthesiologists, pathologists, surgeons, obstetricians, consultants, nurse practitioners, physician assistants, certified registered nurse anesthetists and other specialists. My decision to seek care is not based upon any representation or advertisement of the independent professionals and I understand they are not employees or agents of CHS. CHS bills do not include physician, surgeon, or other independent professional services and I understand I will receive a separate bill directly from the independent professional. I have read and understand the above terms and confirm I am the patient or am authorized to sign on the patient's behalf.

*[Signature]*  
Initials

**PATIENT ACKNOWLEDGMENT OF INDEPENDENT SERVICES**

During the course of my hospital stay, my physician may determine I require care at another medical facility, or I may request care at an alternate facility. I acknowledge that all transportation services provided in connection with my transfer to another facility are provided by an independent third party and I will receive a separate bill directly from the service provider for which I may be responsible.

**USE AND DISCLOSURE OF HEALTH INFORMATION**

Unless I request otherwise, CHS will provide my room location or telephone number to visitors and callers.

I understand CHS will use and disclose my health information for the purposes of treatment, payment, and health care operations, as permitted by law as described in the CHS Notice of Privacy Practices. Certain information can be used without obtaining my consent. I fully understand that the use or disclosure of my health information may include history, diagnosis and/or diagnostic treatment of mental health/ developmental disabilities conditions, alcohol or drug abuse and Acquired Immune Deficiency Syndrome (AIDS/ HIV).

I understand that if I refuse to allow disclosure of my health information to process my insurance claim, I may be financially responsible for all costs incurred by me for treatment. I agree to release and hold harmless CHS, its agents, and employees from any liability that may arise from the use or disclosure of my health information.

*[Signature]*  
Initials

**PICTURES/IMAGES**

I understand photographs, videotapes or other images may be taken to document my care. These images may be kept by CHS and/or by the independent professional involved in my care. I understand I have the right to view or obtain copies of these materials which are in possession of CHS upon written request. It is my responsibility to confirm if such photographs, videotapes or other images have been taken. I understand images identifying me will only be released as allowable under law or with my written authorization.

PRINTED BY: SJS0422

DATE 12/08/2011  
GENERAL CONSENT AND ACKNOWLEDGMENT



ADC10000-00 01/07 01/08 10/08 04/09  
\*3CNTG\*

**Centegra Health System**

CH - M     CH - W  
 Other (Specify) \_\_\_\_\_



1117900323  
DULBERG, PAUL R  
M 41Y 03/19/1970  
06/28/2011 B 0000108361

**GENERAL CONSENT AND ACKNOWLEDGMENT**

Account Number/Effective Date: \_\_\_\_\_

**CONSENT FOR MEDICAL TREATMENT**

I have come to Centegra Health System (CHS) for medical treatment and consent to the customary examinations, tests, and procedures performed on patients in my condition. I understand and consent that independent professionals (such as my attending physician, on-call physicians, emergency medicine physicians, radiologists, anesthesiologists, pathologists, surgeons, obstetricians, consultants, nurse practitioners, physician assistants, certified registered nurse anesthetists and other specialists) may participate in my care as deemed necessary.

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I understand that if I refuse to allow disclosure of my health information to process my insurance claim, I may be financially responsible for all costs incurred by me for treatment. I agree to release and hold harmless CHS, its agents, and employees from any liability that may arise from the use or disclosure of my health information.

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PRINTED BY: SJS0422

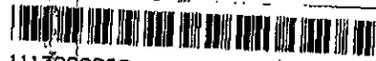
DATE 12/08/2011

**GENERAL CONSENT AND ACKNOWLEDGMENT**

Page 1 of 2

ADC10000-00 01/07 01/08 10/08 04/08  
\*3CNTG\*





1117900929  
 DULBERG, PAUL R  
 M 41Y 03/19/1970  
 06/28/2011 B 0000109381

*Verbal*  
 Initials

**RELEASE FROM LIABILITY FOR VALUABLES**

I understand my belongings are my responsibility and I have been advised to send any items of value home. I release CHS from any liability for the loss, damage to, or theft of any of my belongings. Safes or lockers are available at the hospital facilities and may be used to store valuables.

**PATIENT PRE-CERTIFICATION RESPONSIBILITY**

I understand I am responsible for the notification to my insurance company to obtain authorization before service is rendered. I further understand that if I do not pre-certify I may incur a reduction or loss of paid benefits to the hospital for which I will be liable.

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**PATIENT INFORMATION OFFERED**

- Patient Rights/Responsibilities ..... Yes Declined If No, Explain: \_\_\_\_\_
- Advance Directive Information ..... Yes Declined If No, Explain: \_\_\_\_\_
- Notice of Privacy Practices ..... Yes Declined If No, Explain: \_\_\_\_\_
- Patient Billing Information ..... Yes Declined If No, Explain: \_\_\_\_\_

**PATIENT CERTIFICATION**

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**INPATIENTS ONLY:**

**TRICARE (Military) Insurance PATIENTS** \_\_\_\_\_ Yes, I have received TRICARE "Important Message"

Verbal Per [Signature] Relationship \_\_\_\_\_ Date 6/28/11  
 Patient/ Authorized Person  
[Signature]  
 Witness

I, \_\_\_\_\_, have interpreted/translated the above form to the patient. The patient has informed me he/she fully understands and agrees to the terms set out in this consent form.

Interpreter/Translator (Please Print Name) \_\_\_\_\_ Language \_\_\_\_\_ Interpretation/Translation Provider (Company name or Relationship to Patient) \_\_\_\_\_

2

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

#020394



#BWNJFDB  
 #0000MNI11606478#  
 PAUL R DULBERG  
 4606 HAYDEN CT  
 MCHENRY IL 60051-7918

Pay your bill securely online anytime at [www.MyMedicalPayments.com](http://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 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 DX:880.03 DR. FORD/CENTEGRA HOSPITAL MCHENRY THIS STATEMENT MAY NOT REFLECT ANY PAYMENTS YOU MADE AT TIME OF SERVICE.	\$809.00						\$809.00
<b>TOTALS:</b>			\$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](mailto:billing_questions@emcare.com).

91384-01-0426

↓↓ 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



If your address has changed, check this box.  
 and complete the reverse side of this form

**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](http://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.

Dulberg 004557

13140907111790032330013460000000000000006

3

# STATEMENT

0001



## McHenry Radiologists Imaging Associates

P.O. Box 220  
McHenry IL 60051-0220

Office Hours: 9:00am - 4:00pm, Monday - Friday  
Phone: 815/759-0800 IRS# 36-3907435



01518



Paul R Dulberg  
4606 Hayden Court  
McHenry IL 60051-7918

CHECK CREDIT CARD USING FOR PAYMENT AND FILL OUT BELOW.

<input type="checkbox"/>		<input type="checkbox"/>	
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

Pay online at [www.ePayitOnline.com](http://www.ePayitOnline.com)  
CodeID: **MCHENRY5** Access #: **2038252-1-63**  
Guarantor: PAUL R DULBERG  
Invoice #: 833112

**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
06/28/11	73090-26	<b>CHARGES FOR PATIENT: PAUL DULBERG (235130-QMRIG)</b> <b>X-RAY EXAM OF FOREARM</b> 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	\$50.00

**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

4

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 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  
~~7/8/12~~ 7/8/14

Received of Paul Dulberg  
Eighty Dollars

ON ACCOUNT OF

office visit removal of sutures

\$ 80.00 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 Dulberg  
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 Dulberg  
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 Dulberg

one hundred

Dollars

ON ACCOUNT OF office visit 8000 medication 20.00

\$ 100.00

For 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 Dulberg

Ninety

Dollars

ON ACCOUNT OF office visit 80 medication 10.00

\$ 90.00

For Frank W Sek MD

TELEPHONE (815) 385-0164

physician 10 359 14 1979

FRANK W. SEK, M. D.  
4606 W. ELM ST.  
MCHENRY, IL 60050

date of service  
8/6/12

Received of Paul Dulberg

Eighty

Dollars

ON ACCOUNT OF office visit

\$ 80.00 Per Frank W Sek MD

5

5

=====  
Date: 04-04-13  
Time: 14:19:19

ASSOCIATED NEUROLOGY SC  
Patient History (Applied View)

Page: 1

Chart #18062  
DULBERG, PAUL  
4606 HAYDEN COURT

SSN#  
DOB 03-19-70

ASSOCIATED NEUROLOGY SC  
1900 HOLLISTER DRIVE  
SUITE 250

MCHENRY, IL 60051-7918  
Home-(847) 497-4250

From 07/01/11  
To 04/04/13

LIBERTYVILLE, IL 60048-5249  
Practice-(847) 549-0055

Office-(815)  
Procedure Description  
T Date Code 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	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	
---	----------	----------	-----	-------	------	------	------	------	--

Dulberg 004566

=====  
Date: 04-04-13  
Time: 14:19:19

ASSOCIATED NEUROLOGY SC  
Patient History (Applied View)

Page: 2

Chart #18062  
DULBERG, PAUL  
4606 HAYDEN COURT

SSN#  
DOB 03-19-70

ASSOCIATED NEUROLOGY SC  
1900 HOLLISTER DRIVE  
SUITE 250

MCHENRY, IL 60051-7918  
Home-(847) 497-4250

From 07/01/11  
To 04/04/13

LIBERTYVILLE, IL 60048-5249  
Practice-(847) 549-0055

T	Date	Code	Prov	Chg	Amount	R	IB	Balance	Fam.Bal	Ins.Bal	Carr
	Check #				Pay/Cr						PaySrc
P	09-12-12	OPMEDLEG	KFL		-20.00	N					PATNT
	1935										
P	09-12-12	OPMEDLEG	KFL		-18.37	N					PATNT
	1955										
SUBPOENA FEE											
C	11-21-12	99075 17	KFL		67.86	N	NN	0.00	0.00	0.00	
P	11-21-12	OPMEDLEG	KFL		-67.86	N					PATNT
	00668054										
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*

031057 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		
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA	<input type="checkbox"/> DISCOVER
CARD NUMBER	AMOUNT	
SIGNATURE	EXP. DATE	
STATEMENT DATE	PAY THIS AMOUNT	ACCT. #
08/31/13	2420.00	19316
		SHOW AMOUNT PAID HERE \$

ADDRESSEE:

REMIT TO:

102002376  
POCKET 2  
PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY, IL 60051-7918

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 &lt;\*&gt; 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  
Dulberg 004568



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

DATE: 7-28-2011

ASSOCIATED NEUROLOGY, S.C.

NAME Dulberg, Paul

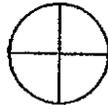
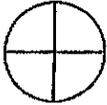
M  F

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

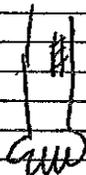
R COORDINATION  L

- FNF
- HKS

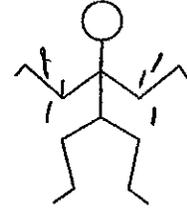
RAPID ALTERNATING MOVEMENTS

- 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	109/68	
HR	72	16

# HEALTH QUESTIONNAIRE

ASSOCIATED NEUROLOGY, S.C.

Patient's Name: Dulberg, 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.*

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Headaches<br><input type="checkbox"/> Dizzy or <input type="checkbox"/> Fainting Spells<br><input type="checkbox"/> Decreased Hearing<br><input type="checkbox"/> Ringing in Ear<br><input type="checkbox"/> Falling Vision <input type="checkbox"/> Eye Pain<br><input type="checkbox"/> Double or <input type="checkbox"/> Blurred Vision<br><input type="checkbox"/> Hoarseness<br><input type="checkbox"/> Difficulty Swallowing<br><input type="checkbox"/> Convulsions/Seizures<br><input type="checkbox"/> Stroke <input type="checkbox"/> Head Injury<br><input type="checkbox"/> Tremor/Hands Shaking<br><input checked="" type="checkbox"/> Muscle Weakness<br><input checked="" type="checkbox"/> Numbness/Tingling Sensations<br><input type="checkbox"/> Back Pain<br><input type="checkbox"/> Foot Pain <input type="checkbox"/> Cold Numb Feet<br><input type="checkbox"/> Difficulty Sleeping<br><input type="checkbox"/> Memory Loss <input type="checkbox"/> Phobias<br><input type="checkbox"/> Difficulty Walking<br><input type="checkbox"/> Difficulty Speaking<br><input type="checkbox"/> Imbalance<br><input checked="" type="checkbox"/> Neck Pain <input type="checkbox"/> Facial Pain<br><input type="checkbox"/> Meningitis/Encephalitis<br><input type="checkbox"/> Weight Loss or <input type="checkbox"/> Gain<br><input type="checkbox"/> Unusual Fatigue/Loss of Energy<br><input type="checkbox"/> Frequent Ear Infections<br><input type="checkbox"/> Glaucoma <input type="checkbox"/> Cataracts | <input type="checkbox"/> Frequent Nosebleeds<br><input type="checkbox"/> Sinus Pain <input type="checkbox"/> Sore Throat<br><input type="checkbox"/> Teeth/Gum Pain/Bleeding<br><input type="checkbox"/> Chronic Cough<br><input type="checkbox"/> Hay Fever/Allergies<br><input type="checkbox"/> Pneumonia/Pleurisy<br><input type="checkbox"/> Bronchitis/Emphysema<br><input type="checkbox"/> Asthma/Wheezing<br><input type="checkbox"/> Shortness of Breath:<br><input type="checkbox"/> On Exertion <input type="checkbox"/> Lying Flat<br><input type="checkbox"/> Chest Pain or Tightness<br><input type="checkbox"/> High Blood Pressure<br><input type="checkbox"/> Heart Murmur<br><input type="checkbox"/> Irregular Pulse <input type="checkbox"/> Palpitations<br><input type="checkbox"/> High Cholesterol/Fat<br><input type="checkbox"/> Swollen Ankles <input type="checkbox"/> Blood Clots<br><input type="checkbox"/> Calf Pain When Walking<br><input type="checkbox"/> Varicose Veins/Phlebitis<br><input type="checkbox"/> Loss of Appetite (recent)<br><input type="checkbox"/> Indigestion/Heartburn<br><input type="checkbox"/> Persistent Nausea/Vomiting<br><input type="checkbox"/> Peptic Ulcer/Abdominal Pain<br><input type="checkbox"/> Gall Bladder Trouble<br><input type="checkbox"/> Jaundice/Hepatitis<br><input type="checkbox"/> Change in Bowel Habits<br><input checked="" type="checkbox"/> Diarrhea <input checked="" type="checkbox"/> Constipation | <input type="checkbox"/> Bowel Polyps <input type="checkbox"/> Crohn's/Colitis <input type="checkbox"/> Tuberculosis<br>Stools: <input type="checkbox"/> Bloody <input type="checkbox"/> Black <input type="checkbox"/> Pale <input type="checkbox"/> Herpes <input type="checkbox"/> AIDS (HIV)<br><input type="checkbox"/> Hemorrhoids <input type="checkbox"/> Hernia <input type="checkbox"/> Contact w/Blood or Body Fluids<br><input type="checkbox"/> Urine Infections (frequent) <input type="checkbox"/> Blood Transfusions<br>Urination: <input type="checkbox"/> Overnight > twice <input type="checkbox"/> Sexual Problems<br><input type="checkbox"/> Painful <input type="checkbox"/> Bloody <input type="checkbox"/> No Control<br><input type="checkbox"/> D e in Force/Flow<br><input type="checkbox"/> Kidn: <u>ies</u><br><input type="checkbox"/> Venereal Disease/Genital Warts<br><input type="checkbox"/> Urethral Discharge<br><input type="checkbox"/> Anemia <input type="checkbox"/> Bruise Easily<br><input type="checkbox"/> Cancer (Type) _____<br><input type="checkbox"/> Diabetes <input type="checkbox"/> Excessive Thirst<br><input type="checkbox"/> Thyroid Disease<br><input type="checkbox"/> Arthritis/Rheumatism<br><input type="checkbox"/> Bone Fracture/Joint Injury<br><input type="checkbox"/> Gout <input type="checkbox"/> Osteoporosis<br><input type="checkbox"/> Rashes <input type="checkbox"/> Hives<br><input type="checkbox"/> Eczema <input type="checkbox"/> Psoriasis<br><input type="checkbox"/> Nervousness <input type="checkbox"/> Depression<br><input type="checkbox"/> Moodiness <input type="checkbox"/> Excessive Stress<br><input type="checkbox"/> Mental Illness<br><input type="checkbox"/> Chicken Pox <input type="checkbox"/> Polio <input type="checkbox"/> Mumps<br><input type="checkbox"/> Measles <input type="checkbox"/> German Measles <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal<br><input type="checkbox"/> Lyme Disease <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal<br><input type="checkbox"/> Rheumatic Fever <input type="checkbox"/> Scarlet Fever |
|---|--|--|

**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
	<u>Left Arm ALVER NERVE TRANS</u>		

## MEDICATIONS

List all that you take include those you buy without a prescription.

<u>NAPROXIN</u>	
-----------------	--

## DRUG ALLERGIES

NONE

## FAMILY HISTORY

*If any blood relative has suffered any of the following, please check below and indicate which relative.*

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Epilepsy (Seizures)<br><input type="checkbox"/> Migraine Headaches<br><input type="checkbox"/> Stroke<br><input type="checkbox"/> Other Neurologic Disease<br><input type="checkbox"/> Mental Illness | <input type="checkbox"/> Glaucoma<br><input type="checkbox"/> Diabetes<br><input type="checkbox"/> Thyroid Gorder<br><input type="checkbox"/> Asthma | <input type="checkbox"/> Anemia<br><input type="checkbox"/> Bleeds Easily<br><input type="checkbox"/> Clotting Disorder<br><input type="checkbox"/> Arthritis<br><input type="checkbox"/> Heart Disease | <input type="checkbox"/> High Blood Pressure<br><input type="checkbox"/> High Cholesterol<br><input type="checkbox"/> Alcoholism<br><input type="checkbox"/> Genetic Disease<br><input type="checkbox"/> Cancer (Type) _____ |
|--|--|---|--|

## HABITS

Cigarettes: 1 Packs/Day for 20 Years      Alcohol: 12 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.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Angiogram _____<br><input type="checkbox"/> CT Scan of Head _____<br><input type="checkbox"/> CT Scan of Neck _____<br><input type="checkbox"/> CT Scan of Lower Back _____ | <input type="checkbox"/> MRI Scan of Head _____<br><input type="checkbox"/> MRI Scan of Neck _____<br><input type="checkbox"/> MRI Scan of Lower Back _____<br><input type="checkbox"/> Neck X-Rays _____ | <input type="checkbox"/> Lumbar Puncture (Spinal Tap) _____<br><input type="checkbox"/> EEG (Brain Wave) _____<br><input type="checkbox"/> EMG _____<br><input type="checkbox"/> Myelogram _____ |
|--|---|--|

## 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 cm	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 cm	55 m/s
Above elbow	7.7 ms	9.5 mV	Below elbow-Above elbow	1.5 ms	100 cm	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 $\mu$ V	Wrist-Digit II (index finger)	2.3 ms	130 cm	57 m/s
Ulnar.R Digit V (little fing)	2.0 ms	2.6 ms	28 $\mu$ V	Wrist-Digit V (little finger)	2.0 ms	110 cm	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*  
Karen F. Levin, M.D.

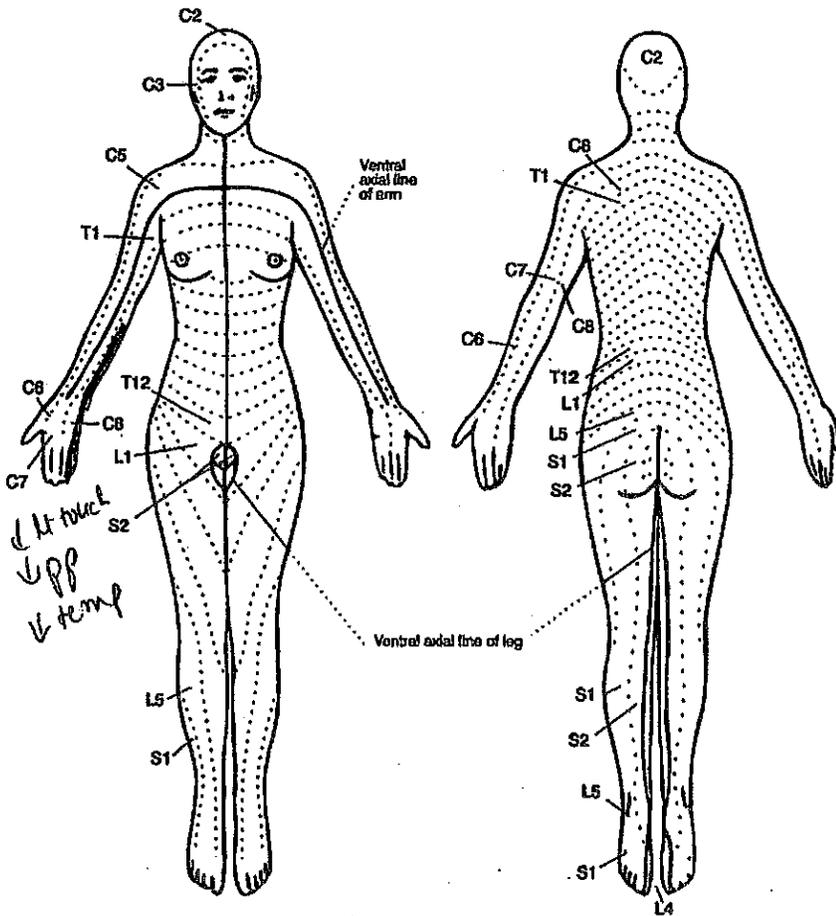
1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048  
PHONE (647) 349-0055 • FAX (647) 349-0404

p. 3

8475490404

R550C#NEURDLOS5 Feb 27 2012 10:14AM

DEEP PAIN	TEMP.	VIBRATION	JOINT	SUP. TOUCH	DEL. SM. STM.	2-POINT	STEREOGNOSIS	GRAPHESTHESIA	<input type="checkbox"/> R	SENSATION	<input type="checkbox"/> L	DEEP PAIN	TEMP.	VIBRATION	JOINT	SUP. TOUCH	DEL. SM. STR.	2-POINT	STEREOGNOSIS	GRAPHESTHESIA	INSP.	BULK	STRENGTH	TO NE	<input type="checkbox"/> R	MUSCLES	<input type="checkbox"/> L	INSP.	BULK	STRENGTH	TO NE		
										HEAD																							
										UPPER EXTREMITIES																							
										THORAX																							
										ABDOMEN																							
										LOWER EXTREMITIES																							
										SADDLE GENITALIA																							



INSP.	BULK	STRENGTH	TO NE	<input type="checkbox"/> R	MUSCLES	<input type="checkbox"/> L	INSP.	BULK	STRENGTH	TO NE
					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

likely brachial sensory neuropathy  
 will v emb. also may need to see  
 hand surgeon

NAME

Dulberg, Paul

ADDRESS

8-10-11 here for NCV's → normal.

DATE

7th is branch nerve injury  
main median & ulnar nerves are ok.  
Slightly will improve somewhat  
of next 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 in spots down the  
ulnar side of hand & hand  
if he bends his little finger as it  
aggravates the pain & sets it off all day.  
He is feeling for disability for these things  
& wanted to make sure this isn't  
related to the

Exam: ↓ strength <sup>in</sup> extensor (R) 4th digit abductor

normal ad ductor

c flexion of 5<sup>th</sup> digit ↑ pain in arm  
scar is raised? bump on end.

Imp well ✓ MRI forearm to Rto neurolog  
Rto disruption of tendon or nerve  
Full of MRI. 15 min spent o p

ASSOCIATED NEUROLOGY, S.C. Round Lake

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) 540-3000

D.O.B.: 3/19/70 SS#

Phone #: Home: (847) 497-4250 Work:

Send additional copy of report to: 729-5

Diagnosis: slip trauma R/O neuroma or nerve or tendon disruption

- MRI
  - Brain  With Contrast
  - C-Spine  Without Contrast
  - T-Spine  anesthesiology administer sedation is medically necessary because of
  - LS-Spine

- MRA
  - Intracranial
  - MRI upper ext. (R) non joint C 8 5 good
  - Extracranial

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
 

<input type="checkbox"/> carbamazepine	<input type="checkbox"/> phenytoin	<input type="checkbox"/> phenobarbital
<input type="checkbox"/> valproic acid	<input type="checkbox"/> gabapentin	<input type="checkbox"/> lupus anticoagulant
<input type="checkbox"/> protein C	<input type="checkbox"/> protein S	<input type="checkbox"/> antithrombin III
<input type="checkbox"/> CBC w/plts	<input type="checkbox"/> folate	<input type="checkbox"/> activated protein C resistance
<input type="checkbox"/> thyroid profile	<input type="checkbox"/> TSH	<input type="checkbox"/> anticardiolipin antibody
<input type="checkbox"/> hepatic profile	<input type="checkbox"/> PTT	<input type="checkbox"/> sedimentation rate
<input type="checkbox"/> basic metabolic profile	<input type="checkbox"/> B12	<input type="checkbox"/> ANA with reflex testing
<input type="checkbox"/> glycohemoglobin	<input type="checkbox"/> RPR	<input type="checkbox"/> comprehensive metabolic profile
<input type="checkbox"/> immunofixation	<input type="checkbox"/> homocysteine	<input type="checkbox"/> Acetylcholine receptor antibodies
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Mitchell S. Grobman, M.D.  Karen F. Levin, M.D.

Date: 1-30-12 [Signature]

CONTINUATION

NAME Dulberg, Paul

ADDRESS

DATE

9-13-12 here for results MKT @.

I do not know why pt has continued symptoms not sure why when he bends his little fingers things get worse & pain in entire arm

I suggested getting a 3rd opinion @ Dr. Scott Sagerman 10 min consult @ pt

5/14/12 per release records forwarded to Thomas Popovich PC / Plans Mgmt, 3410 W Elm Street McHenry IL 60050

5-16-12 here for pt. I spoke @ Dr. Sagerman & he advised best pt on neuropathic pain med.

Mr. Dulberg doesn't think the strength is improving. He also can't see the pain at that level. It only lasts a few seconds.

Doing PT anytime of smaller caliber during the pain on right @ the scar site wearing wrist splint @ night sleep will add Gabapentin for the 300mg QHS for 1 week then BI 10

call 2 wks or sooner if side effects

6/11/12 PC from pt - he did some gardening work 2d ago and now his sx's are tingling per KPL - ↑ gabapentin to 600mg bid. PT notified

6/11/12 PC from pt - he is still noticing tingling of pain / discomfort from the neck when he uses the arm. Per KPL - ↑ to 600mg 1 1/2 bid and call esp in 2 wks if needed. - Paul

pt notified

Mar 13 2012 11:00AM ASSOC#NEUROLOGY

8475480404

P. 1

Associated Neurology, S.C.

#80330

MITCHELL S. GROBMAN, M.D.  
KAREN F. LEVIN, M.D.

**NEUROPHYSIOLOGY REPORT**

Name: Dulberg, Paul

Test No.: 12-0305

Date of Exam: 13-Mar-12

Consulting Doctor: Scott Sagerman, M.D.

Motor Nerve Conduction:

Nerve and Site	Latency	Amplitude	Segment	Latency Difference	Distance	Conduction Velocity
<b>Median R</b>						
Wrist	3.9 ms	5.4 mV				
Elbow	8.3 ms	3.1 mV	Wrist-Elbow	4.4 ms	240 mm	55 m/s
<b>Ulnar R</b>						
Wrist	3.0 ms	12.2 mV				
Below elbow	6.7 ms	11.4 mV	Wrist-Below elbow	3.7 ms	220 mm	59 m/s
Above elbow	8.4 ms	11.3 mV	Below elbow-Above elbow	1.7 ms	100 mm	59 m/s

F-Wave Studies:

Nerve	M-Latency	F-Latency
Median R	3.9 ms	29.6 ms
Ulnar R	3.3 ms	28.7 ms

Sensory Nerve Conduction:

Nerve and Site	Onset Latency	Peak Latency	Amplitude	Segment	Latency Difference	Distance	Conduction Velocity
<b>Median R</b>							
Digit II (index finger)	2.4 ms	3.7 ms	21 µV	Wrist-Digit II (index finger)	2.4 ms	130 mm	53 m/s
<b>Ulnar R</b>							
Digit V (little finger)	2.0 ms	2.7 ms	28 µV	Wrist-Digit V (little finger)	2.0 ms	110 mm	55 m/s

Needle EMG Examination:

Muscle	Spontaneous	Volitional Activity
Flexor carpi radialis R	None	Normal
Flexor carpi ulnaris R	None	Normal
Extensor indicis proprius R	None	Normal
1st dorsal interosseus R	None	Normal
Abductor digiti minimi (muscle) R	None	Normal
Abductor pollicis brevis R	None	Normal

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.

EMG: No denervation potentials are seen.

Conclusions: No electrophysiologic evidence of focal or diffuse peripheral neuropathy.

*Karen F. Levin*  
Karen F. Levin, M.D.

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048  
PHONE (847) 349-0433 • FAX (847) 349-0464

NAME

Dulberg, Paul

ADDRESS

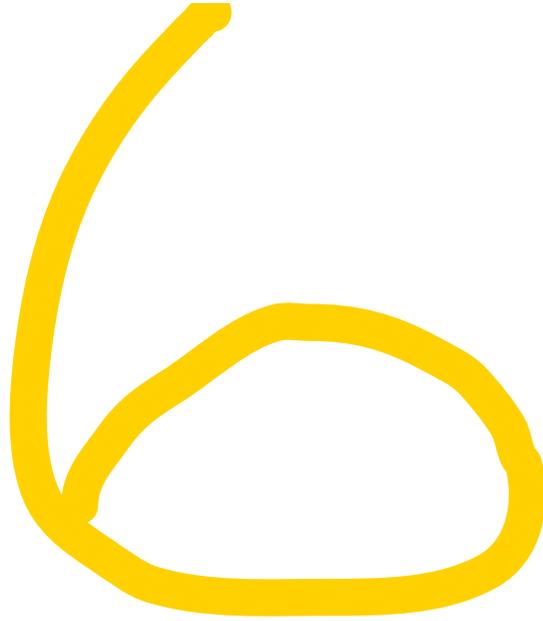
105112 505 5th St 1/2 faced to Attny Popovich, attn-  
alarie (C)

DATE

11/2/12 Per subpoena records forwarded to Glenn  
Francis Barch + Alex Dreyer, 6323 E Riverside  
Blvd, Rockford IL (C)11/21/12 Per release, records forwarded to Company  
Legal Services 325 Maple Avenue, Torrrence CA  
90503 (C)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 just a panic attack.  
PT not sure where to go w/ this. Will discuss  
w/ MSA (C) on call. MCM1/23/13 per MSA of make appt - KRI. PT  
notified appt. made. MCM2-4-13 here for FU. He had been on Fluoxetine &  
aproximately stopped it for 2 weeks & glove  
spells got better. None since each  
on med.(B) arm had surgery w/ Dr Sagerman 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 (C) "tennis elbow"

also now getting headache 6-7/year for  
many years. Frequency slightly worse. Intensity  
same (C) photo (C) bono (C) SS  
(C) head injury in his twenties - assaulted in back of  
head. (C) LOC then mother (C) MIAUses hydrocodone. Never been on Tylenol. Lacks entire  
day when he gets them.  
also gets occasional HAs in



Date Printed: 06/21/2012  
Time Printed: 07:52:26

MIDAMERICA ORTHOPAEDICS  
75 REMITTANCE DR STE 6035

Page 1

Group#: MAO

CHICAGO IL 60675  
Tax Id#: 263727319

Inv#	Servdate	Rp	Dept	Dr	Fac	Ref	Proc	M1	M2	Desc	Diag 1	Inv/Comment	Amount	Recp Bal	Ins Bal
Patient#: 1002454 DULBERG, PAUL R.															
1	12/02/11	1		MGT	LIMP		99203			OFFICE OUTPT	906.1	AMOI X 2	230.00	.00	230.00
2	01/05/12	1		MGT	LIMP	735	99213			OFFICE OUTPT	906.1	AMOI X 1	160.00	.00	160.00

1) Group# MAO MIDAMERICA ORTHOPAEDICS

```

--> Resp Charges :      .00      Pays :      .00      Adjs :      .00      Bal Due :      .00
--> Inv Charges :    390.00      Pays :      .00      Adjs :      .00      Bal Due :    390.00
--> Charges       :    390.00      Pays :      .00      Adjs :      .00      Bal Due :    390.00

```

Grand Totals :

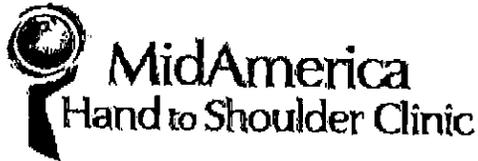
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--> Resp Charges :      .00      Pays :      .00      Adjs :      .00      Bal Due :      .00
--> Inv Charges :    390.00      Pays :      .00      Adjs :      .00      Bal Due :    390.00
--> Charges       :    390.00      Pays :      .00      Adjs :      .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:



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1 TransAm Plaza Drive,  
Ste. 460  
Oakbrook Terrace, IL 60181  
P 830.317.7007  
F 630.317.7088

**LOCKPORT**  
18810 W. 159th St.  
Ste. 103  
Lockport, IL 60441  
P 708.237.7200  
F 708.237.7201

**PALOS HEIGHTS**  
10330 S. Roberts Road  
Palos Hills, IL 60465  
P 708.237.7200  
F 708.237.7201

**LIBERTYVILLE**  
1419 Peterson Road  
Libertyville, IL 60048  
P 847.247.0547  
F 847.247.0540

**SCHAUMBURG**  
1890 East Algonquin Rd.  
Ste. 200  
Schaumburg, IL 60173  
P 847.303.5790  
F 847.303.5795

## HISTORY & PHYSICAL

**PATIENT:** Dulberg, Paul    **AGE:** 41 years old    **EXAM DATE:** 12/02/11

**CHIEF COMPLAINT:** Right forearm pain.

**HPI:** Patient is a 41-year-old male who is right-hand dominant. He was referred by Dr. Karen Levin, MD, neurology, for evaluation of an injury he sustained to his right medial forearm in June of 2011. He apparently was using a chain saw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound is here it at the muscle was sewn together and the skin was closed. He followed up with his primary care provider. He has noted persistent pain which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy to date. He did have an EMG/NCS performed by Dr. Levin in August of 2011. Per the patient the study was normal. I do not have that study available at this moment. He currently is not working but is a graphic designer by training. He reports using a computer mouse for 20 minutes causes significant forearm pain.

**MEDICATION:** Patient has no current medications.

**ALLERGIES:** nkda

**REFERRAL SOURCE:** Not Referred By

**ILLNESSES:** Arthritis

**OPERATIONS:** Ulnar Nerve Transportation: Active

**SOCIAL HISTORY:** Alcohol - Denies

Marital Status: Single

Smoking: current every day smoker

**FAMILY HISTORY:** Diabetes

**OCCUPATION:** Graphic Designer

### ROS:

1. Head and Neck: System reported as normal by patient.
2. Heart: System reported as normal by patient.
3. Lungs: System reported as normal by patient.
4. GI: System reported as normal by patient.
5. GU: System reported as normal by patient.
6. Neuro: As per HPI.
7. Musculoskeletal: As per HPI.
8. Abdomen: System reported as normal by patient.
9. Heme/Lymph: System reported as normal by patient.
10. Other:

### PHYSICAL EXAM:

**Report Date:** June 21, 2012 **Patient:** Dulberg, Paul R **DOS:** 12/02/11

**Vitals:** No data for Vitals.  
**Appearance:** No distress, good color on room air. Alert and cooperative.  
**Skin:** Bilateral upper extremities: no open wounds or skin changes.  
**Neuro:** Bilateral upper extremities: Median, radial and ulnar nerves are motor and sensory intact. Light touch intact all digits, no weakness or wasting.  
**Vascular:** Bilateral upper extremities: palpable radial pulses and brisk capillary refill.  
**Focused Exam:** Examination of his right upper extremity reveals his elbow has normal painless range of motion. No focal tenderness to palpation. Collateral ligaments are stable. His forearm compartments are soft. He has a well-healed transverse laceration on the volar medial mid forearm level. There is no erythema, drainage, or fluctuance at the level of the laceration. There is no tenderness to palpation at the laceration site. There is some apparent muscle incongruity. Distally his hand demonstrates no atrophy. He has 5 out of 5 intrinsic strength. 5 out of 5 APB strength. He can make a full fist with full extension of all digits. He does not demonstrate a clawed posture. He has a negative Froment sign. He has a positive Wartenberg sign. Wrist flexion and extension is 5 out of 5 strength. He has a palpable FCU and ECU tendons at the level of the wrist. They have appropriate tension.  
**IMAGING:** None today.

**ASSESSMENT:**

**DIAGNOSIS:** 906.1-LATE EFFECT OPEN WND EXTREM  
**PROCEDURES:** 99203-NEW Detailed, Low Complexity

**PLAN:**

**Plan:** I reviewed findings, treatment options, and recommendations with the patient concerning the forearm complaints he has. I would like to see the official report of the EMG/NCS. We will obtain this report. There is no evidence of a complete injury to his ulnar nerve on physical exam. His complaints are likely muscular in origin. He may have some superficial sensory complaints as well. I do not think he needs any surgical intervention at this time. I did recommend and provided him with a prescription for occupational therapy to work on strengthening and conditioning of the forearm muscles. They can also perform some pain control modalities. I would like to see him back in 4-6 weeks' time to see if therapy is of some assistance to him. I will contact him by phone if his EMG is significantly abnormal. Otherwise we will discuss it at the next followup visit. Patient was in agreement with the plan.

**Prescription:** No data for Prescription  
**Work Status:** Not applicable.

*Marcus G. Talerico, M.D.*

Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin  
 Primary Care Physician: Dr. Sek  
 Other: n/a

Fax Created: Date: 12/5/2011 10:13:04 AM Referred Physician: M.G.



**OAKBROOK TERRACE**  
1 TransAm Plaza Drive,  
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F 630.317.7088

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F 847.247.0540

**SCHAUMBURG**  
1980 East Algonquin Rd.  
Ste. 200  
Schaumburg, IL 60173  
P 847.303.5790  
F 847.303.5795

**PATIENT:** Dulberg, Paul R    **AGE:** 41 years old    **EXAM DATE:** 01/06/12  
**HOME:** 4648 Aden Court  
Mchenry, IL 60051

**PID:** 1002454

**CHIEF COMPLAINT:** Right forearm pain.

**Nurse's Notes:** Patient doesn't feel occupation therapy is helping. He complains of pain/soreness and loss of strength. MT

**Referred by:** Not Referred By

**HPI:** Patient is a 41-year-old male who is right-hand dominant. He was referred by Dr. Karen Levin, MD, neurology, for evaluation of an injury he sustained to his right medial forearm in June of 2011. He apparently was using a chain saw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound was debrided and the muscle was sewn together and the skin was closed. He followed up with his primary care provider. He has noted persistent pain which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy to date. He did have an EMG/NCS performed by Dr. Levin in August of 2011. Per the patient the study was normal. I saw the patient a proximally one month ago recommended a course of occupational therapy. He has attended one or 2 sessions thus far. I also obtained and the EMG nerve conduction study to review. The patient reports no improvement in symptoms. He thinks that therapy is not helpful. He feels he is getting weaker. He feels burning in the forearm region. He also asked me about disability paperwork.

**MEDICAL HISTORY:** Arthritis

**MEDICATION:** naproxen (Dosage: 375 mg Tablet, Delayed Release (E.C.) SIG: Take 1 tablet Oral twice a day Oral Dispense: 90 Refills: 2)

**ALLERGIES:** nkda

**SOCIAL HISTORY** Alcohol - Denies  
Marital Status: Single  
Smoking: current every day smoker

**PHYSICAL EXAM:**

**Appearance:** No distress. Alert and cooperative.

**Skin:** Bilateral upper extremities: no open wounds or skin changes. Well-healed laceration in the mid forearm region right side ulnar aspect. No evidence of infection.

**Neuro:** Bilateral upper extremities: light touch intact all digits, no weakness or wasting.

**Focused Exam:** Elbow with full and painless motion in the right side. Forearm compartments are soft there is no obvious deformity. He has preserved wrist flexion and extension strength. He can make a full fist and has full extension of all digits. He has no intrinsic or thenar atrophy. He has 5/5 APB and intrinsic strength. He has a negative Froment sign. He does have a positive Wartenberg sign. FDP to the small finger is 5/5.

**IMAGING:** None today.

Report Date: June 21, 2012 Patient: Dulberg, Paul R DOS: 01/06/12

DIAGNOSIS: 906.1-LATE EFFECT OPEN WND EXTREM  
PROCEDURES: 99213-ESTABLISHED Expanded, Low Complexity

**ASSESSMENT & PLAN:**

Plan: I reviewed findings, treatment options, and recommendations with the patient concerning the forearm complaints he has. I reviewed the EMG/NCS which is a normal study. There is no evidence of ulnar nerve injury. Given the location of his injury this is the only significant problem I can imagine from this wound. There is no evidence of any nerve or tendon injury. He may have some residual soreness and some superficial sensory abnormalities but this should improve over time. Our recommendation is simply continued therapy. No need for surgical intervention that I can foresee. Unfortunately do not have anything further to offer the patient at this time. I would be happy to see him back in the future on an as needed basis.

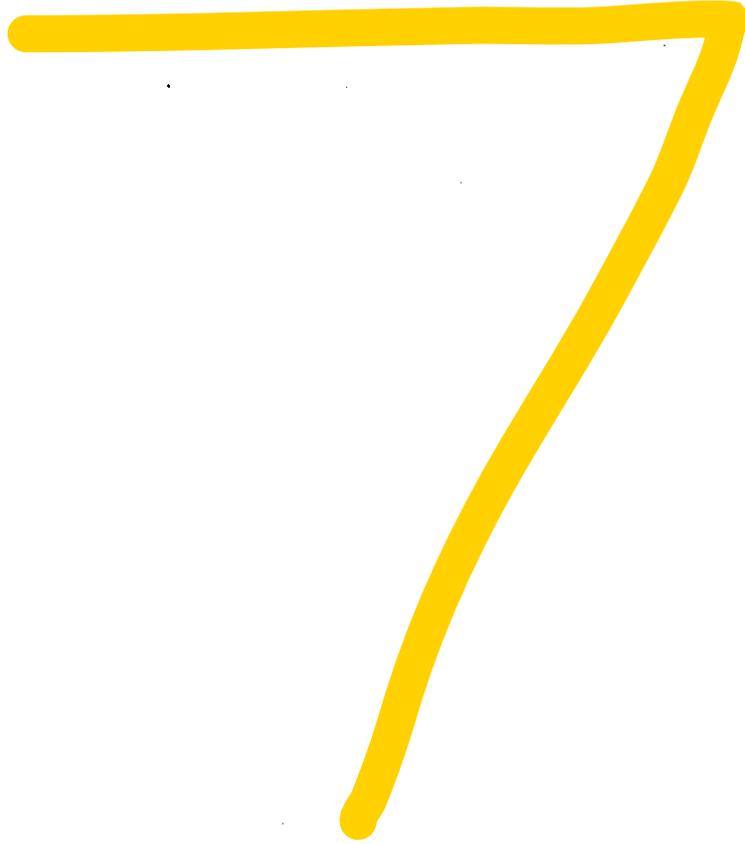
Work Status: Not applicable.

*Marcus G. Talerico, M.D.*

Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin  
Other: Hans Mast(Attorney)





**DYNAMIC HAND THERAPY**  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Telecia Date: 2/16/12

Diagnosis: Ⓟ Forearm laceration of wrist flexor Date of Injury: 12/28/11

Surgical Hx: Date 12/28/11 Procedure Sutured in ER Start of Care: 12/16/11

Number of visits to date: \_\_\_\_\_

**SUBJECTIVE:**

Pain: 2 /10 at rest / best 10 /10 with activity / at worst (see below)

Details: Very specific - upon contracting FDS of SF, nerve pain is elicited 10/10 - lasts a few minutes, then 3-4/10 for approximately one day; Nodule at scar site elicits nerve pain.

Function/ADL's: Unable to identify; moving on computer has slightly improved.

Continued difficulties: Holding cup/can in his hand, maintaining a fist; PT reports that he is using his RVE very little to avoid aggravating the nerve.

**OBJECTIVE:**

Wound/Scar: Cont hypersensitivity w/ scar

See flow sheet for: \* Cont Wartenbergs sign SF

- Edema: \_\_\_\_\_
- Sensation: 1-1.5 (Deep pressure sensation) ulnar hand, Diminished protective sensation over forearm.
- ROM: 1<sup>st</sup> & 2<sup>nd</sup> elbow extension, pron/sup, wrist ext and UD noted
- Strength: 1<sup>st</sup> & 2<sup>nd</sup> group x 12<sup>th</sup> since previous eval, decreased pinch noted since initial visit

Treatment summary to date: Focus of tx has been scar control, desensitization, stretching, place; hold, TGE/Isolated FDS, composite stretching

Assessment/therapist impression: PT presents 2 very specific issues - Upon isolating FDS to SF only, a strong neurological reaction is elicited along ulnar nerve. This occurs 100% of the time. This is decreasing his rate progress and overall strength.

- Goals: STG's met:  yes  no  
 Rom/pain (group)  equal  no
- LTG's met:  yes  no
- Revised functional goals:
1. TBA
  2. \_\_\_\_\_
  3. \_\_\_\_\_

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: \_\_\_\_\_

PLAN:

Modalities: PT - to be placed on hold until he seeks further medical

Exercise: intervention - this issue seems to be caused by one specific  
problem that is not being improved in therapy - this

Splinting: SF FDS appears to be affecting his ulnar nerve

Other: every time it is fixed.

\*\*\*Frequency/Duration: Hand OT - RTMD  
\_\_\_\_\_ times/week for \_\_\_\_\_ weeks or \_\_\_\_\_ additional visits\*\*\*

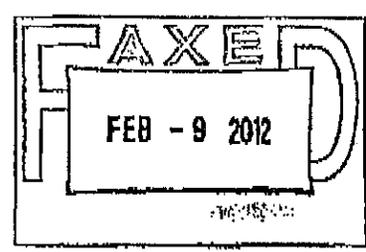
*I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

[Signature]  
Therapist Signature

[Signature] 2/8/12  
Physician's Signature date

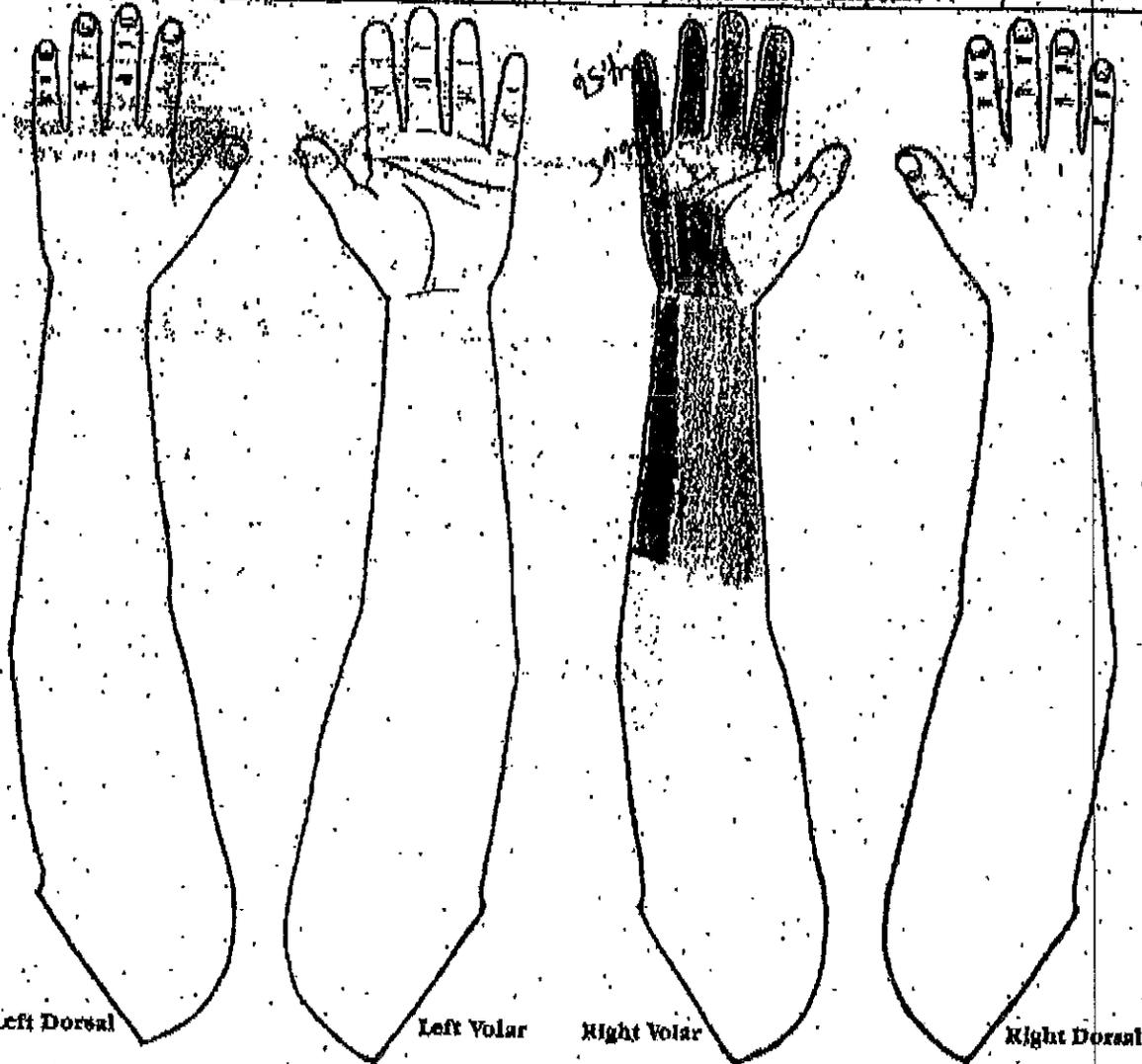
PLEASE FAX BACK TO: 847-587-3346



**Sommes-Weinstein Mono-filament  
 Sensory Testing Results**

Date: 2/16/12 Patient: Paige Dolberg

Comments	Filament	Interpretation	Force (gms)
	1.65 - 2.85 (Green)	Normal	008 - 08
	3.22 - 3.61 (Blue)	Diminished Light Touch	172 - 217
	3.84 - 4.91 (Purple)	Diminished Protective Sensation	445 - 235
	4.56 (Red)	Loss of Protective Sensation	419
	5.65 (Red)	Deep Pressure Sensation	270
	(Red Lined)	Tested with No Response	



Tested by: Miss. Shamara Atkins

**Dynamic Hand Therapy -- Active Range of Motion**

Patient Name: W. Dulberg

(L) (R) (R) (R)

Exam Date	12/6/11	1-5-12	2/6/12				
<b>Shoulder</b>							
Flexion							
Extension							
Abduction							
External Rotation							
Internal Rotation							
<b>Elbow &amp; Forearm</b>							
Flexion	144	134	140	146			
Extension	0	-3	-15	9			
Pronation	25	65	65	70			
Supination	75+	65	85	70+			
<b>Wrist</b>							
Flexion	30	75+	30	30			
Extension	25+	55	60	65			
Radial Deviation	25	20+	15	15			
Ulnar Deviation	15	30+	25	35			
<b>Thumb</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
Radial Abduction							
Palmar Abduction							
Opposition							
<b>Index Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Long Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Ring Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Small Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
Therapist Initials	WNS	WNS	WNS				

P.006

Dynamic Hand Therapy Edema Flow Sheet

Patient Name: *Paul Dulberg*

	Date	Date		Date		Date		Date		Date		Date	
Circumferences (cm)	Control (L.R)	Involved (R.R)	Diff.	Involved L.R.	Diff.								
wrist flexion crease	16.7	16.7	=										
mid-metacarpals	23.1	23.1	0										
metacarpals	20.8	21.5	0.7										
<b>Thumb</b>													
MP													
P1	7.4	7.7	0.3										
IP													
P2													
<b>Index Finger</b>													
P1	7.3	7.1	-0.2										
PIP													
P2													
DIP													
P3													
<b>Midclia Finger</b>													
P1	6.8	6.8	=										
PIP													
P2													
DIP													
P3													
<b>Ring Finger</b>													
P1	6.5	6.6	0.1										
PIP													
P2													
DIP													
P3													
<b>Small Finger</b>													
P1	6.0	6.1	0.1										
PIP													
P2													
DIP													
P3													
<b>Volumetric (ml)</b>													
Trial 1													
Trial 2													
Trial 3													
Average													
Therapists Initials	<i>ADW</i>	<i>ADW</i>											

Dulberg 004590

FEB-08-2012 WED 03:29 PM

INJ07:1 7107 0 AOM

07/11/12 11:00 AM

**DYNAMIC HAND THERAPY**  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Tolman Date: 1-5-12  
Diagnosis: (R) Traumatic laceration of wrist flexor Date of Injury: 6-28-11  
Surgical Hx: Date 6-28-11 Procedure Sutured in ER Start of Care: 10-6-11  
Number of visits to date: \_\_\_\_\_

**SUBJECTIVE:**

Pain: 4-5 /10 at rest / best 9 /10 with activity / at worst

Details: Spikes of pain up to 9/10 that lasts only a few seconds

**Function/ADL's:**

Improvements: No functional improvements due to T in forearm

Continued difficulties: writing, using mouse, pouring coffee, manipulating small objects, wearing wt through palm

**OBJECTIVE:**

Wound/Scar: Minimal hypertrophy with a bump increasing in size on ulnar side

See flow sheet for:

Edema: Moderate edema across MCP joints

Sensation: Tibial nerve intact due to stress constraints

ROM: Elbow / Td 6°, Wrist / Td 5° wrist / Td 5°

Strength: Right Td 17# (R) = 89% of (L)

Treatment summary to date: MTP, US, cast and str, STM, forearm, elbow, wrist & digit. Areas of mass, intrinsic exercises, forearm strengthening

Assessment/therapist impression: Pt shows improvements in forearm but functional improvement limited due to T in forearm

Goals: STG's met:  yes  no LTG's met:  yes  no

Revised functional goals: 4 wks

1. (Cont.) T (R) pronation 5-8° to T pt's ability to pour coffee

2. T (R) grip another 5# to improve ability to hold onto coffee mug or open jars

3. Pt to report pain 4-3/10 at best to enable him to use (R) UE to assist in ADL's

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: Scm multi-STM, ROM elbow, wrist, digits

PLAN:

Modalities: MHP, U.S., -PRN

Exercise: AROM elbow, wrist, digits, intrinsic exercises, functional grip & pinch, strengthening as tolerated

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

\*\*\*Frequency/Duration: 2-3 times/week for 4 weeks or 8-12 additional visits\*\*\*

I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is hereby established and will be reviewed every 90 days.

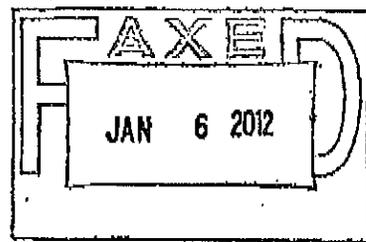
Additional requests/concerns: \_\_\_\_\_

[Signature]  
Therapist Signature

[Signature]  
Physician's Signature

date  
1/6/12

PLEASE FAX BACK TO: 847-587-3346



Dynamic Hand Therapy -- Active Range of Motion

Patient Name: Paula Dillberg

(L) (R) (R)

Exam Date	12/10/11	1-5-12					
<b>Shoulder</b>							
Flexion							
Extension							
Abduction							
External Rotation							
Internal Rotation							
<b>Elbow &amp; Forearm</b>							
Flexion	146	134	140				
Extension	0	-3	-15				
Pronation	35	65	65				
Supination	75+	65	85				
<b>Wrist</b>							
Flexion	80	75+	80				
Extension	75+	95	60				
Radial Deviation	25	20+	15				
Ulnar Deviation	45	30+	25				
<b>Thumb</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
Radial Abduction							
Palmar Abduction							
Opposition							
<b>Index Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Long Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Ring Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Small Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
Therapist Initials	MPJ	MPJ	MPJ				

Dynamic Hand Therapy Edema Flow Sheet

Patient Name: *Paul Dulberg*

	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
	1/5/12	1/5/12										
Circumferences (cm)	Control L/R	Involved L/R	Diff.	Involved L/R								
wrist flexion crease	16.7	16.7	=									
mid-metacarpals	23.1	23.1	=									
metacarpals	20.8	23.5	2.7									
<b>Thumb</b>												
MP												
P1	7.4	7.7	0.3									
IP												
P2												
<b>Index Finger</b>												
P1	7.3	7.1	0.2									
PIP												
P2												
DIP												
P3												
<b>Middle Finger</b>												
P1	6.8	6.8	=									
PIP												
P2												
DIP												
P3												
<b>Ring Finger</b>												
P1	6.5	6.6	0.1									
PIP												
P2												
DIP												
P3												
<b>Small Finger</b>												
P1	6.0	6.1	0.1									
PIP												
P2												
DIP												
P3												
<b>Volumetric (ml)</b>												
Trial 1												
Trial 2												
Trial 3												
Average												
Therapists Initials	<i>ADW</i>	<i>ADW</i>										

Dynamic Hand Therapy Grip/Pinch Strength Flow Sheet

Patient Name: Pauli Dulberg

Exam Date	12/6/11	12/6/11	<del>1/5/12</del>		1/5/12	1/5/12					
Measurements: Kg Lb	R	L	R	L	R	L	R	L	R	L	
Grip strength-Jamar 2nd position											
Trial 1	126	135			121	141					
Trial 2	92	145			118	142					
Trial 3	110	146			138	141					
Average:	109				126#	141#					
Grip Curve-Jamar Dynamometer					↑ 127#						
Intrinsics 1st position					89%						
2nd position											
3rd position											
4th position											
Extrinsics 5th position											
Rapid Alternation Test											
Pinch Strength											
3-pt (3-jaw chuck)	26	29	<i>precision ulnar nerve transposition left wrist</i>								
2-pt (pad)	20	18									
Lateral Key	28	26									
Examiners Initials	MPS	MPS									

I

DYNAMIC HAND THERAPY  
Initial Evaluation

Name: Paul Dulberg Date: 12/6/11

Physician: Dr. Telezio Date of injury/onset: 6/28/11

Diagnosis: Ⓡ Forearm laceration of wrist flexor

Mechanism of Injury/Hx of current complaint: Chainsaw to forearm - Neighbor using chainsaw  
Turned around and cut patient's arm

Surgical Hx: Date 6/28/11 Procedure Sutured in ER  
Date \_\_\_\_\_ Procedure \_\_\_\_\_

PMH &/or Hx relevant to injury: WF Ulnar nerve transection - 4 Suralaps, D/D C3,7

Occupation: Graphic Designer Hand Dominance Ⓡ L

Precautions: \_\_\_\_\_

SUBJECTIVE:

Pain: 1-2 / 10 at rest / best 8 / 10 with activity / at worst

Details: Pain RU Dorsal - wakes him at night, ↑ w/ activity; Pain occurs where scar  
Seems adhered to ulnar border of ulna

OBJECTIVE:

Wound/Scar: Healed well; mild hypertrophy noted; mild adherence to muscle  
hole

See flow sheet for:

Sensation: TBA; Hypersensitivity noted in forearm

Range of Motion: Limitations noted in Ⓡ Elbow, Forearm, & wrist

Edema: No sig edema noted to day

Strength: Limitations noted in Ⓡ Grasp; 3 pt piece

Flexibility: Intrinsic/Extrinsic: Tight extrinsics and intrinsic

Function/ADL's: Prior level of function: Ⓡ E RVE

Current level of function: Difficulty hammering, writing, measuring (work involves typing/me

Turning door handle, pouring coffee, manipulating small objects, bending, weight lifting,  
fall

Other Relevant Findings: ⊕ Wartenberg's sign; ADM: 3/5, ODM: 3/5; FDS-SE 4/4

FDS RF 4/5 & pain



**MAKE CHECKS PAYABLE TO:**

Dynamic Hand Therapy - Fox Lake  
 498 South Route 12 Suite C  
 Fox Lake, IL. 600201908  
 (847) 587-3301

**Paul Dulberg**  
**4606 Hayden Court**  
**Mchenry, IL. 60050**

**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

**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
<b>Total</b>			<b>187.00</b>	<b>0.00</b>	<b>-70.00</b>	<b>0.00</b>	<b>0.00</b>	<b>117.00</b>	<b>117.00</b>
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
<b>Total</b>			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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

<b>TOTAL ACCOUNT BALANCE:</b>	<b>24604.00</b>
<b>INSURANCE FUNDING:</b>	<b>0.00</b>
<b>PATIENT BALANCE:</b>	<b>24604.00 Amt. Due</b>

Dulberg 004597

DATE OF SERVICE	GPT	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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>328.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>328.00</b>	<b>328.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>

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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>220.00</b>	<b>220.00</b>
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
<b>Total</b>			<b>317.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>317.00</b>	<b>317.00</b>
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
<b>Total</b>			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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
<b>Total</b>			<b>870.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-435.00</b>	<b>0.00</b>	<b>435.00</b>	<b>435.00</b>
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
<b>Total</b>			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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	GPT	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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>345.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>345.00</b>	<b>345.00</b>
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			<b>407.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>407.00</b>	<b>407.00</b>
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			<b>435.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>435.00</b>	<b>435.00</b>
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			<b>301.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>301.00</b>	<b>301.00</b>
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			<b>285.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>285.00</b>	<b>285.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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			<b>312.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>312.00</b>	<b>312.00</b>
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	GPT	DESCRIPTION	CHARGE	INSURANCE PAID	PATIENT PAID	ADJUST	INSURANCE BALANCE	PATIENT BALANCE	TOTAL BALANCE
<b>Total</b>			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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
<b>Total</b>			<b>113.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>113.00</b>	<b>113.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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
<b>Total</b>			<b>327.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>327.00</b>	<b>327.00</b>
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
<b>Total</b>			<b>301.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>301.00</b>	<b>301.00</b>
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
<b>Total</b>			<b>301.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>301.00</b>	<b>301.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>301.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>301.00</b>	<b>301.00</b>
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			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>220.00</b>	<b>220.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>247.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>247.00</b>	<b>247.00</b>
08-23-12	97110	Therapeutic Exercise [ 4]	344.00	0.00	0.00	0.00	0.00	344.00	344.00
Total			<b>344.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>344.00</b>	<b>344.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>215.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>215.00</b>	<b>215.00</b>
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			<b>301.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>301.00</b>	<b>301.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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	GPT	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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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
<b>Total</b>			<b>360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>360.00</b>	<b>360.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>274.00</b>	<b>274.00</b>
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
<b>Total</b>			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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
<b>Total</b>			<b>478.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>478.00</b>	<b>478.00</b>
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
<b>Total</b>			<b>201.00</b>	<b>0.00</b>	<b>-70.00</b>	<b>-131.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>274.00</b>	<b>0.00</b>	<b>-70.00</b>	<b>-204.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>263.00</b>	<b>0.00</b>	<b>-70.00</b>	<b>-193.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>134.00</b>	<b>0.00</b>	<b>-70.00</b>	<b>-64.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>295.00</b>	<b>0.00</b>	<b>-295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>295.00</b>	<b>0.00</b>	<b>-295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>366.00</b>	<b>0.00</b>	<b>-366.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>445.00</b>	<b>0.00</b>	<b>-70.00</b>	<b>-375.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>-70.00</b>	<b>-150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>-38.00</b>	<b>-150.00</b>	<b>0.00</b>	<b>32.00</b>	<b>32.00</b>

DATE OF SERVICE	GPT	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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-150.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-150.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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
<b>Total</b>			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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
<b>Total</b>			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>220.00</b>	<b>220.00</b>
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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>220.00</b>	<b>220.00</b>
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
<b>Total</b>			<b>295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>295.00</b>	<b>295.00</b>
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
<b>Total</b>			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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
<b>Total</b>			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>220.00</b>	<b>220.00</b>
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	GPT	DESCRIPTION	CHARGE	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			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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			<b>317.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>317.00</b>	<b>317.00</b>
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			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306.00</b>	<b>306.00</b>
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			<b>321.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-251.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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			<b>295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-225.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-150.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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			<b>295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-225.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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			<b>306.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-236.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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			<b>295.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-225.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
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			<b>220.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-150.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
08-22-13	97110	Therapeutic Exercise [ 3]	258.00	0.00	0.00	-188.00	0.00	258.00	258.00

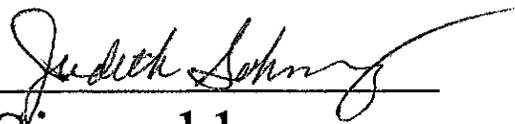
DATE OF SERVICE	GPT	DESCRIPTION	CHARGE	INSURANCE PAID	PATIENT PAID	ADJUST	INSURANCE BALANCE	PATIENT BALANCE	TOTAL BALANCE
08-22-13	97140	Manual Therapy Techniques	75.00	0.00	0.00	-75.00	0.00	75.00	75.00
Total			<b>333.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-263.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
10-02-13	L3808	WHFO, Rigid w/o joints	445.00	0.00	0.00	-375.00	0.00	445.00	445.00
Total			<b>445.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-375.00</b>	<b>0.00</b>	<b>70.00</b>	<b>70.00</b>
<b>Grand total</b>			<b>30,190.00</b>		<b>-1,484.00</b>	<b>-4,102.00</b>	<b>0.00</b>	<b>24,604.00</b>	<b>24,604.00</b>



Michelle P. Shamash, OTR/L, CHT  
Clinic Director/Owner  
Certified Hand Therapist  
[www.dynamichandPT.com](http://www.dynamichandPT.com)

## CERTIFICATION

I, Judith Sokniewicz certify that the copies that are enclosed are all of the records that you requested for *Paul Dulberg*.

  
Signed by: \_\_\_\_\_

\_\_\_\_\_  
Date



Anton J. Fakhc MD, FACS, FICS  
 Gary A. Kronen, MD  
 Paul E. Papierski, MD  
 Taruna Madhav Crawford, MD  
 Marcus G. Talerico, MD  
 Jeremy T. Bell, PA-C  
 Thomas M. Hunt, OPA-C MBA

<b>OAKBROOK TERRACE</b> 1 TransAm Plaza Drive, Suite 460 Oakbrook Terrace, IL 60181 P 630.317.7007 F 630.317.7088	<b>LOCKPORT</b> 16610 W. 159th St Suite 103 Lockport, IL 60441 P 708.237.7200 F 815.838.8804	<b>PALOS HILLS</b> 10330 S. Roberts Road Palos Hills, IL 60465 P 708.237.7200 F 708.237.7201	<b>LIBERTYVILLE</b> 755 South Milwaukee Ave, Suite 250 Libertyville, IL 60048 P 847.247.0547 F 847.247.0540	<b>SCHAUMBURG</b> 1990 East Algonquin Rd. Suite 200 Schaumburg, IL 60173 P 847.303.5790 F 847.303.5795
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### Therapy Prescription

Hand Therapy

Physical Therapy

Name of the Patient: Paul Dulberg

DOB: 03/19/1970 Telephone: (847)497-4250

Diagnosis: R forearm laceration with wrist flexor weakness, fatigue. No restrictions

Special Instructions/Precautions: Strengthening and conditioning, pain control modalities

Frequency & Duration: 1-2 times per week x 4 weeks

**Evaluation and Treatment**

Exercises

- AROM
- PROM
- Strengthening
- Manual Therapy

Splints

- Static
- Dynamic
- Dorsal
- Hand based
- Wrist/Forearm based
- Volar

Specific Joint position required:

- Wrist
- MP
- PIP
- DIP
- Thumb CMC
- MCP
- IP

Protocols

- Flexor Tendon Repair
- Extensor Tendon Repair
- Carpal Tunnel Syndrome
- Trigger Finger
- Epicondylitis

Modalities

- At therapist's discretion
- Ultrasound
- Iontophoresis
- High Volt Pulsed Current
- NMES
- TENS
- Heat/Cold Pack
- Whirlpool
- Fluidotherapy
- Paraffin

Miscellaneous

- Home Exercise Program
- ADL's
- CPM for home use
- FCE
- Work Conditioning
- Work Hardening
- Per Therapist's discretion

Scar/Edema

- Edema Control
- Scar Control/Massage/Remodeling
- Desensitization
- Wound Care
- Soft Tissue Mobilization
- Sterile Dressing Changes
- Pain Reduction
- Jobst Compression Garment

Physician's Signature:

Date: 12/02/11

*Marcus G. Talerico, MD*

Scheduled for: Tuesday December 6, 2011 at 3:30pm at: Dynamic Hand Therapy/ Fox Lake

**Hand Surgery Associates, SC.**  
Hand • Shoulder • Elbow • Wrist

TEL: 847-956-0099 FAX: 847-956-0433

515 W. Algonquin Rd., Arlington Heights, IL 60005

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

PATIENT NAME: Paul Dulberg

DOI: \_\_\_\_\_ DOS: \_\_\_\_\_ [ ] MUST BE SEEN TODAY [ ] UPDATED ORDERS [x] CAN BE RESCHEDULED

DIAGNOSIS: ulnar nerve injury CODE \_\_\_\_\_

THERAPY: ORDER FOR \_\_\_\_\_ 1-2 VISITS 7-2 TIMES/WEEK 9 WEEKS FREQUENCY

SITE OF THERAPY ORDERED: SHOULDER \_\_\_\_\_ UPPER ARM \_\_\_\_\_ ELBOW \_\_\_\_\_ WRIST \_\_\_\_\_ HAND ✓ PLEASE INDICATE R OR L (R)

- ACUTE HAND THERAPY**
- EVALUATE
  - TREATMENT
  - AROM
  - PROM/STRETCHING
  - STRENGTHENING
  - BTE
  - EDEMA CONTROL
  - SCAR MGMT/MOBILIZATION
  - DESENSITIZATION
  - HOME PROGRAM PREVENTION

- MODALITIES** PNW
- ULTRASOUND/PHONOPHORESIS
  - ELECTRICAL STIM \_\_\_\_\_
  - FLUIDOTHERAPY
  - PARAFFIN
  - IONTOPHORESIS \_\_\_\_\_ DEXAMETHASONE
  - COLD/HOT PACKS
  - BIOFEEDBACK

**SPLINTING INSTRUCTIONS**

- SPLINTING:**  STATIC  DYNAMIC
- SERIAL STATIC
  - HAND BASED THUMB CMC
  - SPLINTS ALTERNATIVES

**SPECIAL THERAPY INSTRUCTIONS**

- WOUND CARE**
- WHIRLPOOL
  - FREQUENCY \_\_\_\_\_
  - DRESSING CHANGES \_\_\_\_\_
  - TYPE \_\_\_\_\_
  - FREQ \_\_\_\_\_

TO: \_\_\_\_\_

**WORK READINESS**

SIGNATURE: [Signature] DATE: 4/2/12

MICHAEL I. VENDER, M.D. SCOTT D. SAGERMAN, M.D. PRASANT ATLURI, M.D. SAM J. BIAFORA, M.D. MICHAEL V. BIRMAN, M.D.  
SIGNATURE OF M.D. CONSTITUTES MEDICAL NECESSITY

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

PATIENT NAME:

*Paul Dulberg*

DOI: \_\_\_\_\_ DQS: \_\_\_\_\_ [ ] MUST BE SEEN TODAY [ ] UPDATED ORDERS [ ] CAN BE RESCHEDULED **7/16**

DIAGNOSIS: *Cubital tunnel release / neuropathy* CODE \_\_\_\_\_

THERAPY: ORDER FOR \_\_\_\_\_ 1-2 VISITS 2 TIMES/WEEK 4 WEEKS FREQUENCY

SITE OF THERAPY ORDERED: SHOULDER \_\_\_\_\_ UPPER ARM \_\_\_\_\_ ELBOW \_\_\_\_\_ WRIST \_\_\_\_\_ HAND \_\_\_\_\_ PLEASE INDICATE R OR L **R**

**ACUTE HAND THERAPY**

- EVALUATE
- TREATMENT
- AROM
- PROM/STRETCHING
- STRENGTHENING
- BTE
- EDEMA CONTROL
- SCAR MGMT/MOBILIZATION
- DESENSITIZATION
- HOME PROGRAM PREVENTION

**MODALITIES**

- ULTRASOUND/PHONOPHORESIS
- ELECTRICAL STIM \_\_\_\_\_
- FLUIDOTHERAPY
- PARAFFIN
- IONTOPHORESIS \_\_\_\_\_ DEXAMETHASONE
- COLD/HOT PACKS
- BIOFEEDBACK

**SPLINTING INSTRUCTIONS**

*postural  
ulnar  
ulnar*

- SPLINTING:**  STATIC  DYNAMIC
- SERIAL STATIC
  - HAND BASED THUMB CMC
  - SPLINTS ALTERNATIVES

**SPECIAL THERAPY INSTRUCTIONS**

**WOUND CARE**

- WHIRLPOOL
- FREQUENCY \_\_\_\_\_
- DRESSING CHANGES
- TYPE *dry*
- FREQ \_\_\_\_\_

TO: \_\_\_\_\_

**WORK READINESS**

*[Signature]*

SIGNATURE: \_\_\_\_\_

DATE: **7/11/12**

MICHAEL I. VENDER, M.D. SCOTT D. SAGERMAN, M.D. PRASANT ATLURI, M.D. SAM J. BIAFORA, M.D. MICHAEL V. BIRMAN, M.D.  
SIGNATURE OF M.D. CONSTITUTES MEDICAL NECESSITY

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

PATIENT NAME: Paul Dulberg

DOI: \_\_\_\_\_ DOS: \_\_\_\_\_ [ ] MUST BE SEEN TODAY [x] UPDATED ORDERS [ ] CAN BE RESCHEDULED

DIAGNOSIS: \_\_\_\_\_ CODE \_\_\_\_\_

THERAPY: ORDER FOR \_\_\_\_\_ 1-2 VISITS 2 TIMES/WEEK 4 WEEKS FREQUENCY

SITE OF THERAPY ORDERED: SHOULDER \_\_\_\_\_ UPPER ARM \_\_\_\_\_ ELBOW  WRIST  HAND  PLEASE INDICATE R OR L

- ACUTE HAND THERAPY**
- EVALUATE
  - TREATMENT
  - AROM
  - PROM/STRETCHING
  - STRENGTHENING *light*
  - BTE
  - EDEMA CONTROL
  - SCAR MGMT/MOBILIZATION
  - DESENSITIZATION
  - HOME PROGRAM PREVENTION

- MODALITIES *PN***
- ULTRASOUND/PHONOPHORESIS
  - ELECTRICAL STIM \_\_\_\_\_
  - FLUIDOTHERAPY
  - PARAFFIN
  - IONTOPHORESIS \_\_\_\_\_ DEXAMETHASONE
  - COLD/HOT PACKS
  - BIOFEEDBACK

**SPLINTING INSTRUCTIONS**

*flexion  
sleeve for  
compression*

- SPLINTING:**  STATIC  DYNAMIC
- SERIAL STATIC
  - HAND BASED THUMB CMC
  - SPLINTS ALTERNATIVES

**SPECIAL THERAPY INSTRUCTIONS**

- WOUND CARE**
- WHIRLPOOL
  - FREQUENCY \_\_\_\_\_
  - DRESSING CHANGES
  - TYPE \_\_\_\_\_
  - FREQ \_\_\_\_\_

TO: \_\_\_\_\_

**WORK READINESS**

*Dulberg*

DATE: 7/

MICHAEL I. VENDER, M.D. SCOTT D. SAGERMAN, M.D. PRASANT ATLURI, M.D. SAM J. BIAFORA, M.D. MICHAEL V. BIRMAN, M.D.  
SIGNATURE OF M.D. CONSTITUTES MEDICAL NECESSITY

DYNAMIC HAND THERAPY  
Initial Evaluation

Name: Paule Dulberg Date: 12/6/11

Physician: Dr. Talerico Date of injury/onset: 6/28/11

Diagnosis: (R) Forearm laceration of wrist flexor

Mechanism of Injury/Hx of current complaint: Chainsaw to forearm - Neighbor using chainsaw  
Turned around and cut patient's arm

Surgical Hx: Date 6/28/11 Procedure Sutured in ER  
Date \_\_\_\_\_ Procedure \_\_\_\_\_

PMH &/or Hx relevant to injury: WF Ulnar nerve transection - 4-5 years ago; DJD C3,7

Occupation: Graphic Designer Hand Dominance (R) L

Precautions: \_\_\_\_\_

**SUBJECTIVE:**

Pain: 1-2 / 10 at rest / best 8 / 10 with activity / at worst

Details: Pain 9/10 at night - wakes him at night, 9/10 activity; Pain occurs where scar  
Seems adhered to ulnar boarder of ulna

**OBJECTIVE:**

Wound/Scar: Healed well; mild hypertrophy noted; mild adherence to muscle  
note

See flow sheet for:

Sensation: TBA; Hypersensitivity noted in forearm

Range of Motion Limitations noted in (R) Elbow, forearm, & wrist

Edema No sig edema noted today

Strength Limitations noted in (R) Grasp; 3 pt pincer

Flexibility: Intrinsic/Extrinsic: Tight extrinsics and intrinsic

Function/ADL's: Prior level of function: (D) E RUE

Current level of function: Difficulty hammering, writing, mousing (work involves typing/ma

Turning door handle, pouring coffee, manipulating small objects, bearing weight through  
palm

Other Relevant Findings: (+) Wartenberg's sign; ADM: 3/5, ODM: 3/5; FDS-SF: 4/4

FDS RF 4+5 = pain

Patient name: Rene Duburg

Assessment/Therapist impression: Pt presents 2 par, Rom deficits, strength deficits, Tiptoe extensors, significant deficits during functional activities, Numbness/tingling reported - must be assessed more specifically.

Skilled Therapy needed in order to: Improve Rom, improve pain

Functional Goals:

Short term (X4 weeks)

1. (B) wrist extension x 5-8° to (A) pt's ability to bear weight through palm.
2. (A) (B) grasp x 3-5" to (A) pt's ability to open containers
3. (A) (B) pro x 5° to (A) pt's ability to pour coffee.

Long term

1. Maximize functional use of RWE during all ADLs.

Goals discussed with patient?  yes  no Patient informed of diagnosis/prognosis?  yes  no

Rehabilitation potential:  excellent  good  fair  guarded Other \_\_\_\_\_

PLAN:

Modalities MTR, CP, US

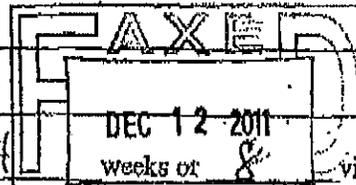
Manual Techniques STM, scar central, adduction, MTR

Therapeutic Exercise/Activities Stretching, scar mobs, TGE, Nerve gliding, gentle strengthening as tolerated, isolated FDS, desensitization

Splinting \_\_\_\_\_

Other \_\_\_\_\_

\*\*\*Frequency 2 times / week for 4



Additional requests/concerns: \_\_\_\_\_

I certify the need for these services furnished under this care plan date aforementioned above. The above plan is herein established and will be reviewed every 30 days.

[Signature]  
Therapist Signature

date

[Signature]  
Physician Signature

date

\*PLEASE FAX BACK AT 847-587-3346



### TREATMENT ENCOUNTER NOTE

#### Patient Information

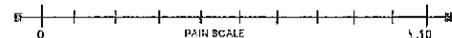
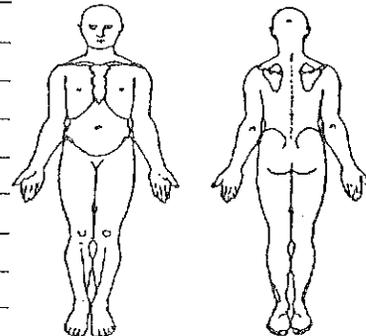
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 5:30 Units: 5  
 Tx Time Out: 6:40 Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 08 / 11 # Visits Prior To Today: 0 of 8 Total Treatment Time: \_\_\_\_\_

Treatment codes: 97035, 97010, 97140, (2)97110

SOAP: S: "My hand and forearm are very sore and weak."  
O: Cont per Rx from sheet. No adverse effects to us noted - did not  
tolerate heat well, however. Illustrated pulsed us to scar, :  
flu i STM, scar mls, stretching, gentle symphomy.  
A: tolerated fair. Sps nerve pain noted. Proximal tightness  
and muscle spasms noted.  
P: Cont stretching, nerve gliding, STM, US.



*Christopher Dulberg*  
 \_\_\_\_\_  
 THERAPIST / CREDENTIALS

Dulberg 004019

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 9:00 Units: 4  
 Tx Time Out: 10:01 Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 12 / 11 # Visits Prior To Today: 0 of 8 Total Treatment Time: \_\_\_\_\_

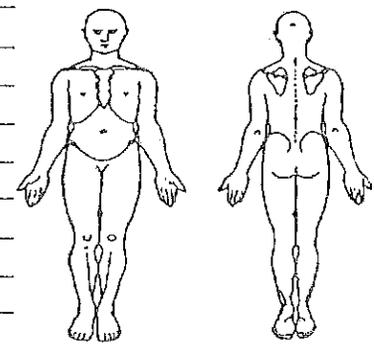
Treatment codes: 97035, 97010, 97140, 97110

SOAP: S: "Saturday I used my arm alot so it hurt. My muscles were in spasm after I saw you."

O: Cant per Rx flow sheet. Pt believes difficulty in tolerating with P in diet to maintaining an umobile UE. Less aggressive stretching performed today. CP applied and caused muscle spasms post Rx. Removed.

A: Tolerated Rx fair. Muscle spasms improved today - but set off by CP.

P: No ice; cont stretching; scar control.



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

0 10 PAIN SCALE  
 Dulberg 004620

### TREATMENT ENCOUNTER NOTE

#### atient Information

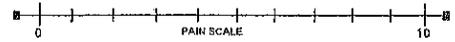
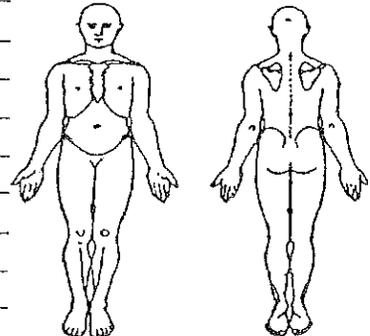
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 930 Units: 9  
 Tx Time Out: 1045 Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 14 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: \_\_\_\_\_

Treatment codes: 97010, 97014, 97035, 97140, 97110

SOAP: S: "I have pain today, hip, neck/back pain and pain in my arm kept me up last night." "It feels like a live wire today"  
O: Cont. per Rx Plan Sheet. No adverse effects to TENS noted - applied TENS to ulnar nerve distribution to attempt to improve nerve pain. Performed stretches TSE, ROM.  
A: Tolerated Rx fairly - cont ulnar nerve pain/hypersensitivity noted.  
P: Cont to upgrade Rx as tolerated.



[Signature]  
 THERAPIST / CREDENTIALS

Dulberg 004621

### TREATMENT ENCOUNTER NOTE

#### Patient Information

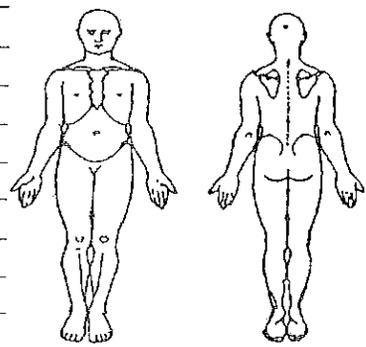
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: CT Tx Time In: 1:00 Units: 4  
 Tx Time Out: 2:00 Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 15 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: \_\_\_\_\_

Treatment codes: 97035, 97010, 97140, 97110

SOAP: S: "I was sore after therapy in my shoulder."  
O: Cont per Rx plan sheet. No adverse effects to US or attempted.  
Did not apply TENS today as he reports that he did  
not like the feeling of it. R/O small muscle spasms  
occurring in SE - may indicate emerging nerve funicls  
A: Tolerating Rx fair. Sig nerve hypersensitivity noted.  
P: Cont to upgrade Rx per pt bid



[Signature]  
 THERAPIST / PHYSICIAN

0 | 10  
 INCH SCALE  
 Dulberg 004622

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 68100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 2:30 Units: 5  
 Tx Time Out: 3:40 Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 19 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: \_\_\_\_\_

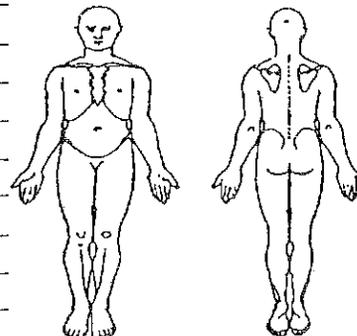
Treatment codes: 97010, 97035, 97140, @97110

SOAP: S: "It feels good to use the putty. It feels like I am using my muscles."

O: Cont per Rx from sheet. No adverse effects to US or NHTP noted. Cont hypersensitivity noted w/ ulnar aspect of scar. Initiated soft putty for gentle strengthening.

A: Cont w/ some hypersensitivity noted, good tol of soft putty.

P: Cont - gentle strengthening, stretching, scar care.



*W. J. [Signature]*

\_\_\_\_\_  
THERAPIST / CREDENTIALS

Dulberg 004623

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 1:25 Units: 5  
Tx Time Out: 2:35 Total Time Based Time: \_\_\_\_\_  
Date: 12 / 20 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: \_\_\_\_\_

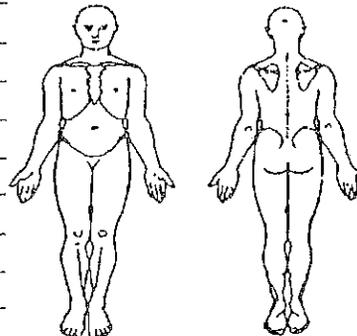
Treatment codes: 97035, 97010, 97140, @ 97110

SOAP: S: "No new MO since yesterday Pain 7/10 after Ex, but back to baseline this morning."

O: Small nodule noted along prox aspect of forearm. Cont per Rx flow sheet. No adverse effects to UHPACUS noted. Treated 1<sup>st</sup> wrist curls - Tol well.

A: Good tol of stretching, wrist curls, & power wds.

P: Cont to upgrade per pt tolerance.



[Signature]  
THERAPIST / CREDENTIALS

Dulberg 004624

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

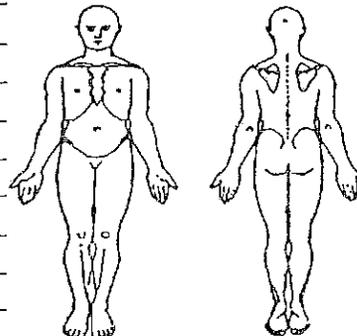
Discipline: OT Tx Time In: 1100 Units: 4  
 Tx Time Out: 12<sup>00</sup> Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 23 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: \_\_\_\_\_

Treatment codes: (1) 97010 (1) 97035 (1) 97140 (1) 97110

SOAP: S: Pt reported to have significant pain & soreness after using putty and that he was fine after using the panel with that wall

O: MHP x 15 min pain to pulsed U.S. = Oadverse effect  
 SIM, scan mat, done V-1 stretches. Aram C<sup>00</sup>  
 strengthening as per Rx log. Added ulnar nerve  
 glides

A: Vol well in min C10. Some reports of ulnar forearm  
 & hand tingling during U.S. & after exercise that  
 resolved & I report of improvement of arm  
P: Cont in P.O.C.



[Signature]  
 THERAPIST / CREDENTIALS

Dulberg 004625

### TREATMENT ENCOUNTER NOTE

**Patient Information**

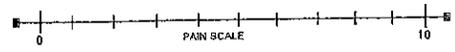
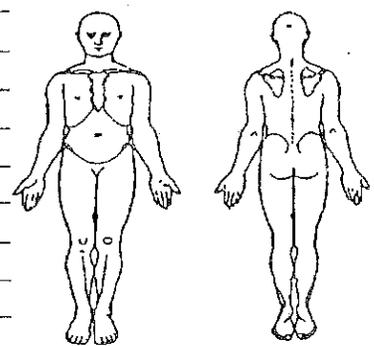
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

**Appointment Detail**

Discipline: OT Tx Time In: 3:30 Units: 5  
 Tx Time Out: 4:45 Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 27 / 11 # Visits Prior To Today: 7 of 8 Total Treatment Time: \_\_\_\_\_

Treatment codes: ② 97110, 97010, 97035 97140

SOAP: S: "I feel OK, then as the day progresses, the nerve  
 pain progresses up my arm and  
 shoots into my ST/PT and RT  
 O: Cont for Rx hand sheet. No adverse effects to UHP or US  
 noted. Cont nerve pain noted - especially along ulnar  
 nerve into armpt.  
 A: Tolerated Rx facc. Pt is continuing to demonstrate  
 nerve pain/hyper-sensitivity.  
 P: Cont to upgrade Rx per pt tol.



*Impshama Horant*  
 THERAPIST / CREDENTIALS

### TREATMENT ENCOUNTER NOTE

#### Patient Information

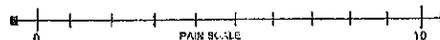
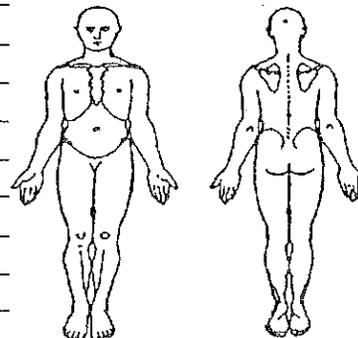
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 130 Units: 4  
 Tx Time Out: 230 Total Time Based Time: \_\_\_\_\_  
 Date: 12 / 29 / 11 # Visits Prior To Today: 7 of 8 Total Treatment Time: \_\_\_\_\_

Treatment codes: ①97010 ①97035 ①97140 ①97110

SOAP: S: Pt reports he had to take a pain pill in order to sleep at night after last tx session. He reports that "shaking" of arm and hand accomplished the pain.  
O: MHP x 10 mins & 4 layers pain & pulsed U.S. to arm. Pt reporting burning pain & STM over radial tunnel. No peripheral pulsed U.S. to dorsal forearm. Cont E was made, STM, pron, forearm & strengthening as per Rx log. Performed wrist curls in neutral position to relieve pain.  
A: Tol well & wound c/o. Had burning pain in forearm & axilla to tx but pt states that it goes away shortly to therapy.  
P: Cont E, P.O.C.



[Signature]  
 THERAPIST / CREDENTIALS

Dulberg 004627

### TREATMENT ENCOUNTER NOTE

#### Patient Information

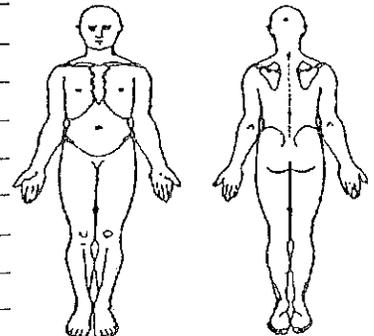
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: B8100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 10<sup>30</sup> Units: 3  
 Tx Time Out: 11<sup>20</sup> Total Time Based Time: \_\_\_\_\_  
 Date: 01 / 03 / 12 # Visits Prior To Today: 8 of 8 Total Treatment Time: \_\_\_\_\_

Treatment codes: ①97035 ①97140 ①97110 ①97010 N/C

SOAP: S: "I have a job interview today so I can't be shaking today"  
O: MHP x10 min - address affects prior to pulsed U.S. of  
50% 75 ul/cm<sup>2</sup> to non-painful & does work, STM from  
of wrist & digits, intrinsic stretches, Arm. intrinsic exercises  
Went curls without resistance today in order to prevent  
exacerbation of tremors.  
A: Did well in non-ch. to exacerbation of tremors  
& exercise today  
P: cont in P.O.C. cont wrist curls & 1# wts next visit



*Michael OT/L*  
 \_\_\_\_\_  
 THERAPIST / CREDENTIALS

DYNAMIC HAND THERAPY  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Tolsted Date: 1-5-12  
Diagnosis: (R) Forearm laceration of wrist flexor Date of Injury: 6-28-11  
Surgical Hx: Date 6-28-11 Procedure Sutured in ER Start of Care: 10-6-11  
Number of visits to date: \_\_\_\_\_

**SUBJECTIVE:**

Pain: 4-5 /10 at rest / best 9 /10 with activity / at worst

Details: Spikes of pain up to 9/10 that lasts only a few seconds

**Function/ADL's:**

Improvements: No functional improvements due to ↑ in tendons

Continued difficulties: writing, using mouse, pouring coffee, manipulating small objects, tearing wt through palm

**OBJECTIVE:**

Wound/Scar: Minimal hypertrophy with a bump increasing in size on ulnar side

See flow sheet for:

Edema: Moderate edema across MCP joints

Sensation: IBH next visit due to tendon constraints

ROM: Elbow / T'd 6°, Wrist / T'd 5° wrist / T'd 5°

Strength: (R) grip T'd 17# (R) = 89% of (L)

Treatment summary to date: MHP, US, over mdr, STM, forearm allow, wrist & digit. Arc of arm, intrinsic exercises, forearm strengthening

Assessment/therapist impression: Pt shows improvements in Arc arm but functional improvement limited due to ↑ in tendons

Goals: STG's met:  yes  no LTG's met:  yes  no

Revised functional goals: 4 wks

- (Cont.) ↑ (R) pronation 5-8° to ↑ pt's ability to pour coffee
- ↑ (R) grip another 5# to improve ability to hold onto coffee mug or open jars
- Pt to report pain < 3/10 at best to enable him to use (R) UE to assist in ADLs

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: Scm mdt, STM, ROM elbow, wrist, digits

**PLAN:**

Modalities: MHP, U.S. - PRN

Exercise: ROM elbow, wrist, digits, intrinsic exercises, functional grip & pinch, strengthening as tolerated

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

\*\*\*Frequency/Duration: 2-3 times/week for 4 weeks or 8-12 additional visits\*\*\*

*I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

\_\_\_\_\_

[Signature]  
Therapist Signature

\_\_\_\_\_  
Physician's Signature                      date

PLEASE FAX BACK TO: 847-587-3346

Dynamic Hand Therapy -- Active Range of Motion

Patient Name: Jane Dulberg

(L) (R) (R)

Exam Date	12/6/11	1-5-12					
<b>Shoulder</b>							
Flexion							
Extension							
Abduction							
External Rotation							
Internal Rotation							
<b>Elbow &amp; Forearm</b>							
Flexion	146	134	140				
Extension	0	-3	-15				
Pronation	75	65	65				
Supination	75	65	85				
<b>Wrist</b>							
Flexion	80	75	80				
Extension	75	55	60				
Radial Deviation	25	20	15				
Ulnar Deviation	15	30	25				
<b>Thumb</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
Radial Abduction							
Palmar Abduction							
Opposition							
<b>Index Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Long Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Ring Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
<b>Small Finger</b>							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
Therapist Initials	<u>MS</u>	<u>MS</u>	<u>MS</u>				



Dynamic Hand Therapy Grip/Pinch Strength Flow Sheet

Patient Name: Paul Dulberg

Exam Date	12/6/11	12/6/11	<del>1/5/12</del>		1/5/12	1/5/12				
Measurements: Kg Lb	R	L	R	L	R	L	R	L	R	L
Grip strength-Jamar 2nd position										
Trial 1	126	135			121	141				
Trial 2	92	145			118	142				
Trial 3	110	146			138	141				
Average:	109				126#	141#				
Grip Curve-Jamar Dynamometer					↑ 121#					
Intrinsics 1st position					89%					
2nd position										
3rd position										
4th position										
Extrinsics 5th position										
Rapid Alternation Test										
Pinch Strength										
3-pt (3-jaw chuck)	26	29	<i>previous observations transcribed left column</i>		Pinch-strength broken					
2-pt (pad)	20	18								
Lateral Key	28	26								
Examiners Initials	MPS	MPS			MW	MW				

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

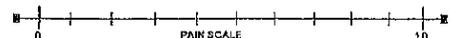
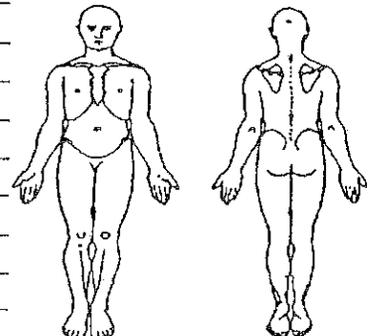
#### Appointment Detail

Discipline: OT Tx Time In: 10<sup>30</sup> Units: 4  
Tx Time Out: 11<sup>30</sup> Total Time Based Time: \_\_\_\_\_  
Date: 01 / 05 / 12 # Visits Prior To Today: 9 of 16 Total Treatment Time: \_\_\_\_\_

Treatment codes: ① 97035 ③ 97110

SOAP: \_\_\_\_\_

*See Re-evaluation & jaw shots*



*[Handwritten Signature]*  
\_\_\_\_\_  
THERAPIST / CREDENTIALS

Dulberg 004634

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

#### Patient Information

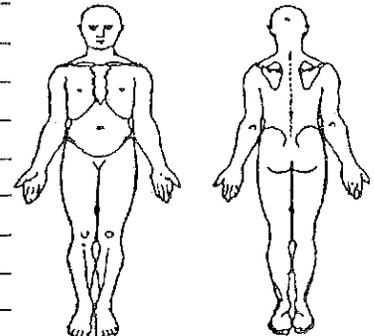
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 11:00 Units: 5  
 Tx Time Out: 12:05 Total Time Based Time: \_\_\_\_\_  
 Date: 01 / 09 / 12 # Visits Prior To Today: 11 of 24 Total Treatment Time: \_\_\_\_\_

Treatment codes: ①97010 ①97035 ①97140 ②97110

SOAP: S: 40 new cl. Reports MD says his EMG is normal  
departs his symptoms  
O: mpx x marks followed by about U.S. in side x from  
20 adverse effects. Scan while some forearm & hand  
Placing used forearm & digits including intrinsic  
muscles. Anom. wrist units = 1# act. digital adduction  
depression. EMG - BB's. See per log  
A: 'I'll well' = c/o thumb cramping = BB transfer activity  
P: cont = P.O.C.



W. Dulberg  
 THERAPIST / CREDENTIALS

Dulberg 004635

TREATMENT ENCOUNTER NOTE

Patient Information

Account #: 0042000185 Co - Pay: OR Co - Insurance:
Name: Dulberg, Paul Injury #: 002 Dx: 88100 Open wound of forearm, w/out
Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

Appointment Detail

Discipline: PT Tx Time In: 10:00 Units: 5
Tx Time Out: 11:20 Total Time Based Time:
Date: 01 / 11 / 12 # Visits Prior To Today: 0 of 1 Total Treatment Time:

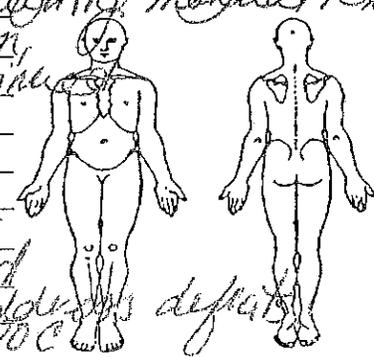
Treatment codes: 97010 (1) 97140 (2) 97110 (2) 97035 (1)

SOAP: S: The pt reports moderate soreness in the forearm following the last OT session due to the "deep massage she did around the scar." He states the nerve pain however, did lessen significantly following the deep massage. He does report occasionally still "getting the tingles & prolonged use of the hand, especially when I try to hold something like a computer mouse or my thumb & small finger like a computer mouse."

O: The chart & most recent OT eval dated 11/5/12 were reviewed & today's gross assessment of ROM & strength consistent w/ findings of this report. Also palpation revealed moderate scar tissue present @ injury site & along ulnar border of forearm. Palpation also created complaints of tingling & burning into ulnar distribution of hand. Rx was performed today per flow sheet. Following reviewed & agreed plan of care by primary therapist. Pt reported tingling & burning during manual Rx today along ulnar distribution, however, denied prolonged or continuous SV following Rx.

A: Pt presents w/ moderate scar tissue along ulnar aspect of forearm & reports neurological SV in functional use of hand. Would benefit from cont'd therapy to address deficits.

P: Cont'd therapy along w/ theapist POC until return to OT.



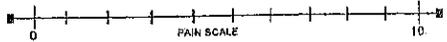
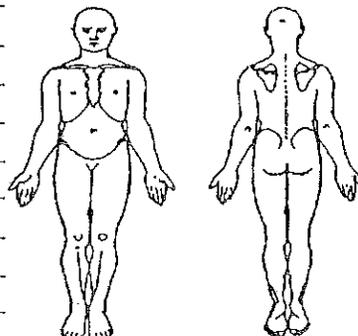
Resall Agius
THERAPIST CREDENTIALS

### TREATMENT ENCOUNTER NOTE

Patient Information			
Account #: <u>0042000185</u>	Co - Pay: _____	OR	Co - Insurance: _____
Name: <u>Dulberg, Paul</u>	Injury #: <u>001</u>	Dx:	<u>88100 Open wound of forearm, w/out</u>
Payor Code: <u>00001</u>	Payor Name: <u>Patient Responsibility</u>	Financial Class:	<u>SELF</u>
Appointment Detail			
Discipline: <u>OT</u>	Tx Time In: <u>11:00</u>	Units: <u>5</u>	
	Tx Time Out: <u>12:15</u>	Total Time Based Time: _____	
Date: <u>01 / 16 / 12</u>	# Visits Prior To Today: <u>12</u> of <u>24</u>	Total Treatment Time: _____	

Treatment codes: 297110, 97140, 97035, 97010

SOAP: S: "The shooting pain is felt better after my therapy"  
O: Cont per Rx flow sheet. No adverse effects to US or MTP noted.  
pt is "shooting pain" was decreased with deep tissue massage.  
A: Improving nerve pain noted in deep tissue massage. Rx ended in 2  
P: Cont to upgrade per pt req. Strength training as tol. MTP  
pt reported relief in pre & post MTP



*M. Grammer*  
 THERAPIST / CREDENTIALS

Dulberg 004637

### TREATMENT ENCOUNTER NOTE

**Patient Information**

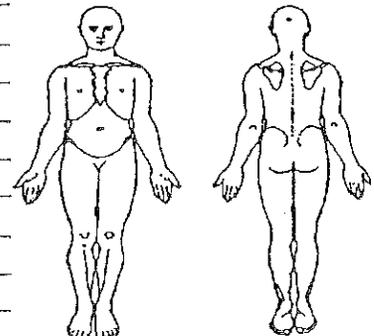
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

**Appointment Detail**

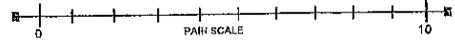
Discipline: OT Tx Time In: 11:00 Units: 4  
 Tx Time Out: 12:00 Total Time Based Time: \_\_\_\_\_  
 Date: 01 / 18 / 12 # Visits Prior To Today: 12 of 24 Total Treatment Time: \_\_\_\_\_  
97035, 97010, 97140, 97110

Treatment codes:

SOAP: S: " My arm flared back up yesterday. It happened after I tried to pick up a pen and say "my name"  
 O: Cont per Rx plan, shield. No adverse effects to ultrasound. Pt. continues to demonstrate hyperesthesia of ulnar nerve. Pt reports that nerve hypersensitivity 7d after using basic activity of signing his name.  
 K: Cont hypersensitivity/pain re ulnar nerve.  
 P: Cont to upgrade per pt tol



*M. J. ...*  
 THERAPIST / CREDENTIALS



Dulberg 004638

### TREATMENT ENCOUNTER NOTE

#### Patient Information

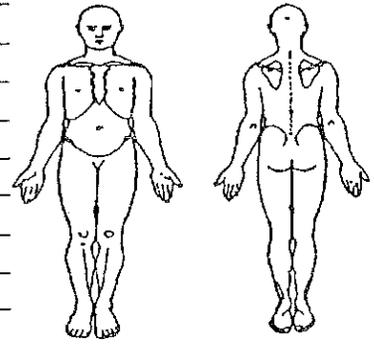
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 2:30 Units: 5  
 Tx Time Out: 3:15 Total Time Based Time: \_\_\_\_\_  
 Date: 01 / 23 / 12 # Visits Prior To Today: 12 of 24 Total Treatment Time: \_\_\_\_\_

Treatment codes: 97140, 97110(2), 97035, 97010

SOAP: S: "My arm feels very weak, like it just doesn't work."  
O: Cont per Rx flow sheet. No adverse effects to US or  
MTP noted. Cont nerve hypersensitivity - Sural  
nodules noted where nerve symptoms originate  
A: Televised Rx train. Increased nerve aggregation  
noted after Rx.  
P: Cont to upgrade per pt tol. Monitor nerve symptoms.



*M. P. Shamash*  
 \_\_\_\_\_  
 THERAPIST / CREDENTIALS

Dulberg 004639

LICENSE NO.

### TREATMENT ENCOUNTER NOTE

#### Patient Information

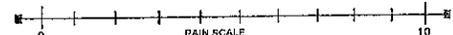
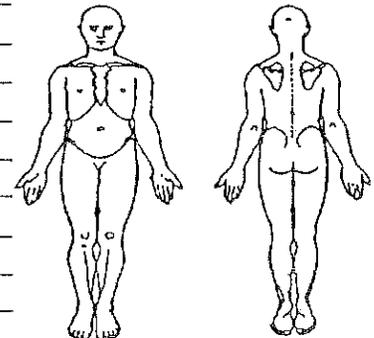
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 9:00 Units: 5  
 Tx Time Out: 3:30 Total Time Based Time: \_\_\_\_\_  
 Date: 01 / 25 / 12 # Visits Prior To Today: 15 of 24 Total Treatment Time: \_\_\_\_\_

Treatment codes: 97035, 97010, 97140, 97110

SOAP: S: "leg arm is feeling a little better, but still has shooting pains"  
O: Cont per ex from sheet. No adverse effects to UHP or US noted  
pt continues to demonstrate nerve hypersensitivity  
and pain along ulnar nerve. Palpable nodule appears  
to elicit nerve pain. Fatigue noted after ex.  
A: Tolerated ex fair - nerve pain flv + fatigue after ex.  
P: Attempt to upgrade - but only per pt tolerance.



M. Shamar  
 THERAPIST / CREDENTIALS

Dulberg 004640

### TREATMENT ENCOUNTER NOTE

**Patient Information**

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

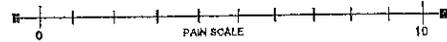
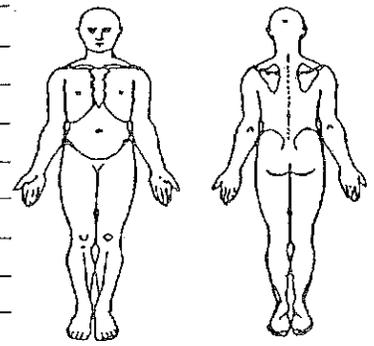
**Appointment Detail**

Discipline: OT Tx Time In: 2:30 Units: 4  
 Tx Time Out: 3:30 Total Time Based Time: \_\_\_\_\_  
 Date: 01 / 30 / 12 # Visits Prior To Today: 16 of 24 Total Treatment Time: \_\_\_\_\_

MT, TE, VS, MHO

Treatment codes: 97140, 97110, 97035, 97010

SOAP: S: "His nerve feels very aggravated."  
 O: Cont per Rk flow sheet. No adverse effects to upper limb.  
 Pt continues to demonstrate hypersensitivity in his ulnar aspect of  
 forearm in area of most ulnar aspect of scar. Nerve symptoms  
 appear to worsen = isolated activation of FDS in SF.  
 A: Tolerated Tx fair but isolation of FDS (activity) to SF seems  
 to aggravate his nerve symptoms.  
 P: Cont - monitor FDS' response to isolated active Pcm.



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

Dulberg 004641

### TREATMENT ENCOUNTER NOTE

#### Patient Information

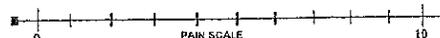
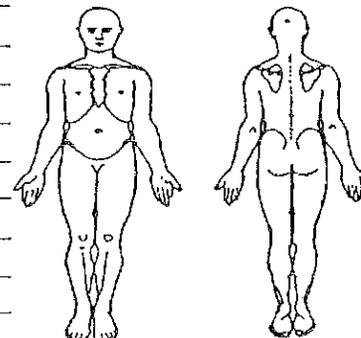
Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

Discipline: OT Tx Time In: 830 Units: 4  
 Tx Time Out: 930 Total Time Based Time: \_\_\_\_\_  
 Date: 02 / 01 / 12 # Visits Prior To Today: 16 of 24 Total Treatment Time: \_\_\_\_\_

Treatment codes: 97010, 97035, 97140, 97110

SOAP: S: "My finger bending sets off the pain in my nose"  
 O: Cant per Rx from Street. No adverse effects to MTPHS noted. Isolated FDS to SF only consistently sets off nerve pain along ulnar nerve.  
 A: Ulnar nerve appears to be affected by SF FDS contraction.  
 P: Cant to upgrade per pt look!



*M. Shandrow*  
 THERAPIST / CREDENTIALS

Dulberg 004642

DYNAMIC HAND THERAPY  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Tubrid Date: 1-5-12  
Diagnosis: (R) Traumatic laceration of wrist flexor Date of Injury: 6-28-11  
Surgical Hx: Date 6-28-11 Procedure Sutured in ER Start of Care: 10-6-11  
Number of visits to date: \_\_\_\_\_

SUBJECTIVE:

Pain: 4.5 /10 at rest / best 9 /10 with activity / at worst

Details: Spikes of pain up to 9/10 that lasts only a few seconds

Function/ADL's: Improvements: No functional improvements due to T in trauma

Continued difficulties: writing, using mouse, pouring coffee, manipulating small objects, measuring wt through palm

OBJECTIVE:

Wound/Scar: Minimal hypertrophy with a bump increasing in size on ulnar side

See flow sheet for:

Edema: Moderate edema across MCP of R

Sensation: TBt next visit due to tenderness

ROM: Elbow / Td 6°, wrist / Td 5° wrist / Td 5°

Strength: (R) grip Td 17# (R) = 89% of (L)

Treatment summary to date: MTP, US, scar mdr, STM, forearm, wrist & digits  
Area of none, intrinsic exercises, forearm strengthening

Assessment/therapist impression: Rt shows improvements in ROM but functional improvement limited due to T in trauma

Goals: STG's met  yes  no. LTG's met  yes  no

Revised functional goals: 4 wks (1) ↑ pronation 5°

1. (Cont.) ↑ (R) pronation 5-8° to ↑ pt's ability to pour coffee

2. ↑ (R) grip another 5# to improve ability to hold onto coffee mug on open jars

3. Pt to report pain < 3/10 at best to enable him to use (R) UE to assist in ADL's

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: Scm mdt, STM, ROM elbow, wrist, digits

PLAN:

Modalities: MHP, U.S. - PRN

Exercise: ROM elbow, wrist, digits, intrinsic exercises, functional grip & pinch, strengthening as tolerated

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

\*\*\*Frequency/Duration: 2-3 times/week for 4 weeks or 8-12 additional visits\*\*\*

I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 90 days.

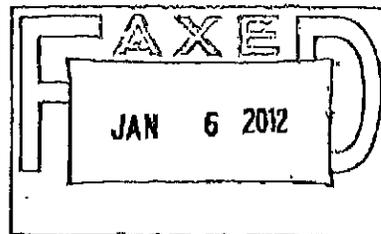
Additional requests/concerns: \_\_\_\_\_

[Signature]  
Therapist Signature

[Signature]  
Physician's Signature

date  
1/4/12

PLEASE FAX BACK TO: 847-587-3346



**DYNAMIC HAND THERAPY**  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Teleico Date: 2/16/12

Diagnosis: Ⓜ Forearm laceration of wrist flexor Date of Injury: 6/28/11

Surgical Hx: Date 6/28/11 Procedure Sutured in ER Start of Care: 12/6/11

Number of visits to date: \_\_\_\_\_

**SUBJECTIVE:**

Pain: 2 /10 at rest / best 10 /10 with activity / at worst (see below)

Details: Very specific - upon contracting FDS of SF, nerve pain is elicited 10/10 - lasts a few minutes, then 3-4/10 for approximately one day; Nodule at scar site elicits nerve pain.

Function/ADL's: \_\_\_\_\_  
Improvements: Unable to identify; Mousing on computer has slightly improved.

Continued difficulties: Holding cup/can in his hand, maintaining a fist; Pt reports that he is using his RUE very little to avoid aggravating the nerve.

**OBJECTIVE:**

Wound/Scar: Cont hypersensitivity w/ scar

See flow sheet for: \* Cont Wartenberg's sign SF

Edema: \_\_\_\_\_

Sensation: 6.65 (Deep pressure sensation) ulnar hand, Diminished protective sensation over forearm

ROM: 7'd elbow extension, pro/sup, wrist ext and UD noted

Strength: 3'd grasp x 12th since previous eval, decreased pain noted since initial visit.

Treatment summary to date: Focus of Rx has been scar control, desensitization, stretching, place; held, TGE/10/10 FDS, composite stretching.

Assessment/therapist impression: Pt presents 7 very specific issues - Upon isolating FDS to SF only, a strong neurological reaction is elicited along ulnar nerve. This occurs 100% of the time. This is decreasing his strength progress and overall strength.

Goals: STG's met:  yes  no Rom/pain goal (grasp) LTG's met:  yes  no

Revised functional goals: \_\_\_\_\_

1. TBA

2. \_\_\_\_\_

3. \_\_\_\_\_

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: \_\_\_\_\_

**PLAN:**

Modalities: PT to be placed on hold until he seeks further medical

Exercise: intervention - this issue seems to be caused by one specific  
problem that is not being improved in therapy - this

Splinting: SF FDS appears to be affecting his ulnar nerve

Other: every time it is fixed.

\*\*\*Frequency/Duration: Hold OT - RTMD  
\_\_\_\_\_ times/week for \_\_\_\_\_ weeks or \_\_\_\_\_ additional visits\*\*\*

*I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

[Signature]  
Therapist Signature

[Signature]  
Physician's Signature

2/8/12  
date

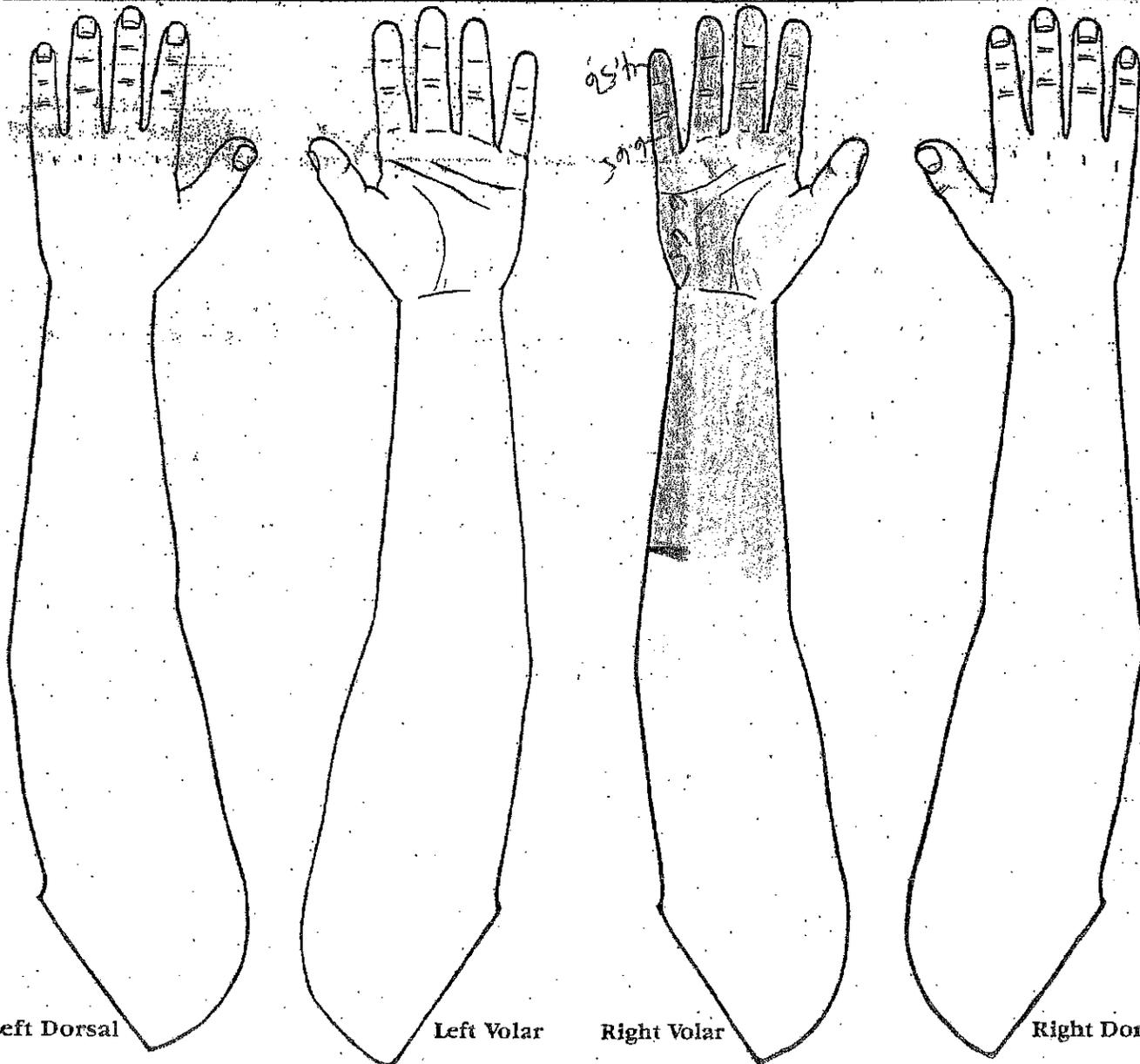
PLEASE FAX BACK TO: 847-587-3346

# Semmes-Weinstein Monofilament Sensory Testing Results

Date: 2/6/12

Patient: Paul Dulberg

Comments	Filament	Interpretation	Force (gms)
	1.65 - 2.83 (Green)	Normal	.008 - .08
	3.22 - 3.61 (Blue)	Diminished Light Touch	.172 - .217
	3.84 - 4.31 (Purple)	Diminished Protective Sensation	.445 - 2.35
	4.56 (Red)	Loss of Protective Sensation	4.19
	6.65 (Red)	Deep Pressure Sensation	279.4
	(Red Lined)	Tested with No Response	



Left Dorsal

Left Volar

Right Volar

Right Dorsal

Tested by: Mr. Shamara



DYNAMIC HAND THERAPY

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Sagerman Date: 4-3-12  
Diagnosis: (R) forearm laceration of ulnar flexor Date of Injury: 6-28-11  
Surgical Hx: Date 6/28/11 Procedure Sutured in ER Start of Care: 12-6-11

Number of visits to date: \_\_\_\_\_

SUBJECTIVE:

Pain: 0 /10 at rest / best 10 /10 with activity / at worst

Details: Pain 10/10 upon contraction of FDS of SF, muscle in scar also causes pain, pain & opposition also

Function/ADL's:

Improvements: N/A

Continued difficulties: Holding a cup or can, using mouse, maintaining fist

OBJECTIVE:

Wound/Scar: No hyperaesthesia

See flow sheet for:

Edema: ↓d today - overall

Sensation: Pt reports numbness over scar & ulnar forearm

ROM: In Sup ↑d 5° each, wrist √ ↑d 5°, SF at 20° abduction (unable to adduct)

Strength: (R) grip = 13# (L) = 141# (R) 3pt pinch = 9# (L) = 20#

Treatment summary to date: Pt has not been seen for tx since 2-6-12

Assessment/therapist impression: Pt presents w significant weakness of intrinsic, (R) grip = 80% of (L) grip, pain is inhibiting functional use of hand

Goals: STG's met:  yes  no N/A LTG's met:  yes  no

Revised functional goals:

- 1. Pt to report pain of 5/10 or less w gripping & pinching to ↑ ability to open containers
- 2. ↑ 3pt pinch by 2-3# to improve ability to open bottles & use computer mouse
- 3. ↑ (R) grip 2-5# to improve functional grip of tools etc...

APR-03-2012 TUE 07:10 PM

P. 003

Patient: Paul Mullberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: See notes from

PLAN:

Modalities: Heat U.S. E-Stim - PRN

Exercise: Arm wrist & elbow strengthening via free weights, partly, BTE as tolerated

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

\*\*\*Frequency/Duration: 2 times/week for 4 weeks or 0 additional visits\*\*\*

*I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

[Signature]  
Therapist Signature

[Signature] / DOC 4/5/12  
Physician's Signature                      date

PLEASE FAX BACK TO: 847-587-3346

TREATMENT ENCOUNTER NOTE

Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

Appointment Detail

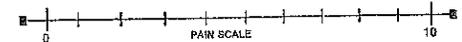
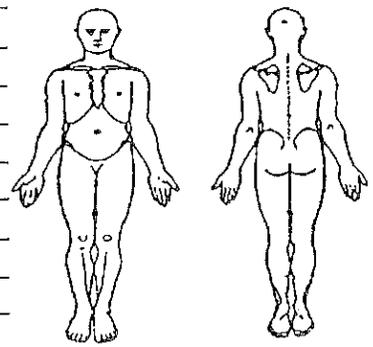
Discipline: OT Tx Time In: 5:00 Units: \_\_\_\_\_  
 Tx Time Out: \_\_\_\_\_ Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 03 / 12 # Visits Prior To Today: 19 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval	1	B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP		C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

Additional Treatment Codes:

SOAP: See initial Eval & flowcharts

\_\_\_\_\_  
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*Paul Dulberg*  
 \_\_\_\_\_  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

TREATMENT ENCOUNTER NOTE

Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

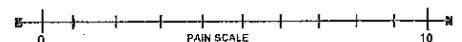
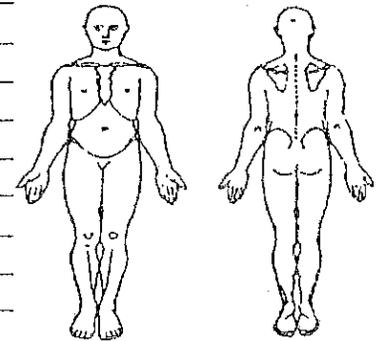
Appointment Detail

Discipline: OT Tx Time In: 2<sup>30</sup> Units: 6  
 Tx Time Out: 4<sup>00</sup> Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 05 / 12 # Visits Prior To Today: 20 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	2	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFC Static	

Additional Treatment Codes:

SOAP: S: 1/2 new C/D Jnt last visit & Gaitness correct  
 O: MHP x10 min followed by 50% U.S. to Jnt  
 to ↑ tissue pliability. Scar small, sym of forearm  
 & hand, phony wrist & elbow. Strong flexion  
 & extension w/ pos Rx. BFB w/ up & rub  
 through x1. - Jnt # 162, 32 & 202, 601.  
 A: Jnt, well Emin C/A.  
 P: Cont E.P.O.C.



*[Handwritten Signature]*  
 \_\_\_\_\_  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

**Patient Information**

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

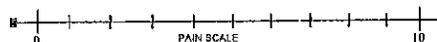
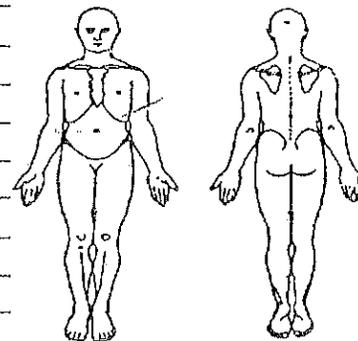
**Appointment Detail**

Discipline: OT Tx Time In: 3:00 Units: 4  
 Tx Time Out: 4:00 Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 10 / 12 # Visits Prior To Today: 20 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound		F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H015	Custom HFO Static	

**Additional Treatment Codes:**

SOAP: S: "I locked my morning and I found that I had trouble holding the plate. It was too heavy. My fingers are tingling now."  
 O: Cant see Rx plan sheet. No adverse effects to UFR noted. STM, stretching, flv & strengthening and putty.  
 A: Pain occurred after Rx  
 P: Cant to upgrade per Rx plan sheet; Focus on strengthening



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

TREATMENT ENCOUNTER NOTE

8

Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

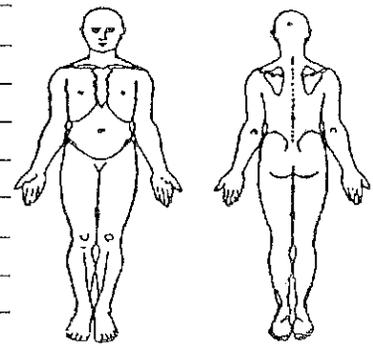
Appointment Detail

Discipline: OT Tx Time In: 130 Units: 4  
 Tx Time Out: 230 Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 12 / 12 # Visits Prior To Today: 21 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

Additional Treatment Codes: \_\_\_\_\_

SOAP: S: "Mrs arm was sore after my last therapy"  
O: Cont per Rx plan sheet. No adverse effects to WHFO or  
US noted. Focused on stretching and strengthening  
peronals to stretch long flexors  
A: tol Rx fair. Nerve was aggravated by strengthening  
P: cont. Upgrade as tol and per nerve tolerance.



[Signature]  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

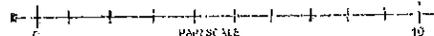
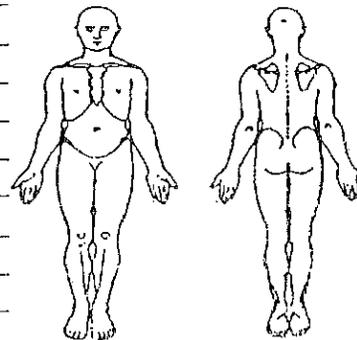
#### Appointment Detail

Discipline: OT Tx Time In: 10:20 Units: 5  
 Tx Time Out: 11:40 Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 16 / 12 # Visits Prior To Today: 24 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom W/HFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom W/HO Static	
F003	HP/CP		C002	Neuromuscular Re-Ed		H005	Custom W/HFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

#### Additional Treatment Codes:

SOAP: S: Pt reports T'd increase that began 12 hours prior to Tx today. Pt does also report to have not heard any "tingles" for past 2 days.  
 O: MTP/ X-rays to ↑ soft tissue extensibility prior to US 50%. Swollen to base, arm made, skin of forearm, intracranial stitches, long 1/4 stitches. Cont is strengthening as per Rx log.  
 A: Ytd will be main c/o. Ytd pain 7 Tx, pt c/o overall feeling of weakness & fatigue.  
 P: Cont c/o c/o



[Signature]  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

TREATMENT ENCOUNTER NOTE

Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

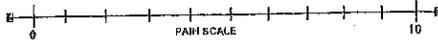
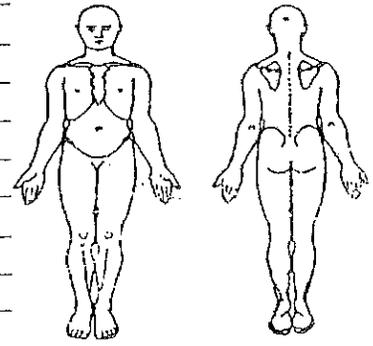
Appointment Detail

Discipline: OT Tx Time In: 930 Units: 4  
 Tx Time Out: 1030 Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 18 / 12 # Visits Prior To Today: 25 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy		H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	H/E/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

Additional Treatment Codes:

SOAP: S: Cont R/L "Soreness" since previous visit  
 O: Cont per Rx Plan Sheet. No adverse effects to ULTP or US noted. Performed modalities Fluo STM, Scar mob, stretching, place hold, Isolated FDS, Intensive, functional activities, strength 3#  
 A: Tolerated Rx fair. Significant pain reported in Isolated FDS to R/L. No BTE due to pain & ed  
 P: Attempt to strength / Rem



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

**Patient Information**

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

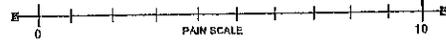
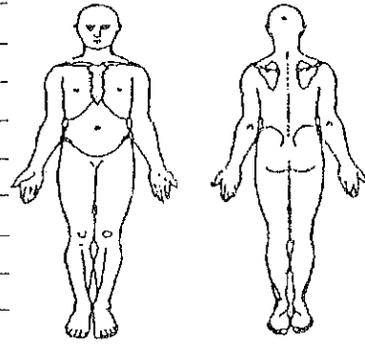
**Appointment Detail**

Discipline: OT Tx Time In: 2:15 Units: 5  
 Tx Time Out: 3:30 Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 26 / 12 # Visits Prior To Today: 26 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/OP		C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

Additional Treatment Codes:

SOAP: S: "I hurt my arm yesterday by holding out my iPad on Amazon. Could not get it" R wrist arm hurt all night and he needed a pain pill in order to sleep. Minimal pain today prior to tx  
 O: MHE followed by pulsed U.S. 50% SW/cm<sup>2</sup> x arm. Son with sling forearm. Perm of wrist & digit cont. strengthening 0 as per Rx by  
 A: "I will be with clo. "I have muscle pain. I really worked my arm today." He clo over pain exercises today  
 P: Cont E PDC.



W. Wronski DPT  
 THERAPIST / CREDENTIALS  
 LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Duiberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

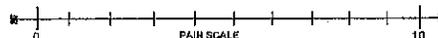
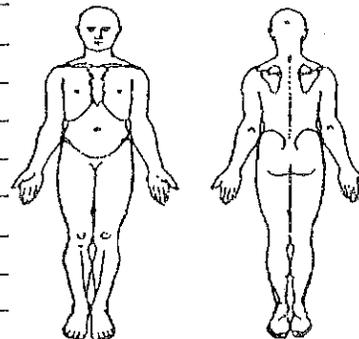
#### Appointment Detail

Discipline: OT Tx Time In: 9:00 Units: 4  
 Tx Time Out: 10:00 Total Time Based Time: \_\_\_\_\_  
 Date: 04 / 27 / 12 # Visits Prior To Today: 27 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	H/W/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

#### Additional Treatment Codes:

SOAP: S: "I have a little less pain today."  
 O: Cont per Rx flow sheet. No adverse effects to MTP or US. MTP, US, Fluor Rx per flow sheet. Resumed BTE today.  
 A: Tolerated Rx fair. Improved overall pain noted.  
 P: Continue to upgrade per pt tolerance.



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

TREATMENT ENCOUNTER NOTE

Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: B8100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

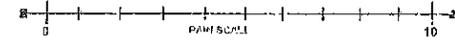
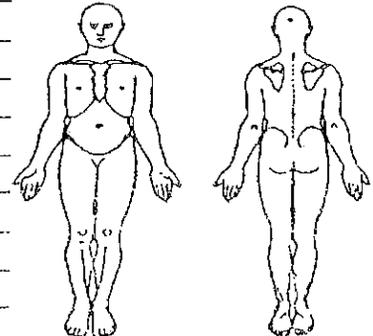
Appointment Detail

Discipline: OT Tx Time In: 12:00 Units: 5  
 Tx Time Out: 1:00 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 02 / 12 # Visits Prior To Today: 28 of 24 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanics I	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

Additional Treatment Codes:

SOAP: S: "I am feeling stronger. But I still get that nerve pain!"  
O: Went per Rx plan sheet. No adverse effect to WHFOs noted  
Applied US/HP + 1U = stim, stretching & strengthening  
A: Tolerated Rx well today. Strength / tolerance of Ex O  
appears to be improving, but ulnar nerve pain continues  
to be set off by SF motion  
P: Continue. Upgrade strength per tolerance. Re-eval  
next visit



*M. J. ...*  
THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

DYNAMIC HAND THERAPY  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Sangerman Date: 5/4/12  
Diagnosis: (R) Forearm laceration of ulnar flexor Date of Injury: 6/28/11  
Surgical Hx: Date 6/28/11 Procedure Sutured in ER Start of Care: 12/6/11  
Number of visits to date: \_\_\_\_\_

SUBJECTIVE:

Pain: 6 /10 at rest / best 10 /10 with activity / at worst

Details: Sig ↑d pain after raking his yard yesterday; Pain still occurs w/ activation of SF/FS

Function/ADL's:

Improvements: Able to grip objects better; Very little functional improvement

Continued difficulties: Opening lids on jars/containers, holding a plate in sup. (full supination) hand; Raking causes 10/10 pain after 10 min.

OBJECTIVE:

Wound/Scar: \_\_\_\_\_

See flow sheet for: \_\_\_\_\_

- Edema: ↑d in hand/digits - Fluctuates w/ activity and weather
- Sensation: 6.65 Dorsal RF/SF, Volar ulnar forearm; 4.31/3.61 Volar ulnar palm, wrist and SF/RF.
- ROM: Increased wrist ext; UD; Decreased wrist flex/RO
- Strength: Grip strength has decreased ↓6#; 3pt/2pt pinches are ↑

Treatment summary to date: Focus of Rx has been strengthening, ROM, nerve gliding, scar control

Assessment/therapist impression: Sig sensory deficits noted - 6.65 dorsal RF/SF/hw  
This edema is ↑d today, ROM has ↑d in ext/UD

Goals: STG's met:  yes  no LTG's met:  yes  no

Revised functional goals: (x4 weeks)

1. (↑) (R) Grasp x 5-8# to (↑) his ability to open jars
2. (↑) (R) 3 pt pinch ~~ass~~ x 3# to (↑) his ability to perform  
Cooling activities
3. (↓) Pain to 8/10 at worst to (↑) ability to rake

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise     continued need for manual therapy

other: \_\_\_\_\_

**PLAN:**

Modalities: MHP, US

Exercise: Alpram, STM, stretching, Isolated FDC, TGE, nerve gliding; strengthening, functional activities

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

\*\*\*Frequency/Duration: 2 times/week for 4 weeks or 8 additional visits\*\*\*

*I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

[Handwritten Signature]  
Therapist Signature

\_\_\_\_\_  
Physician's Signature                      date

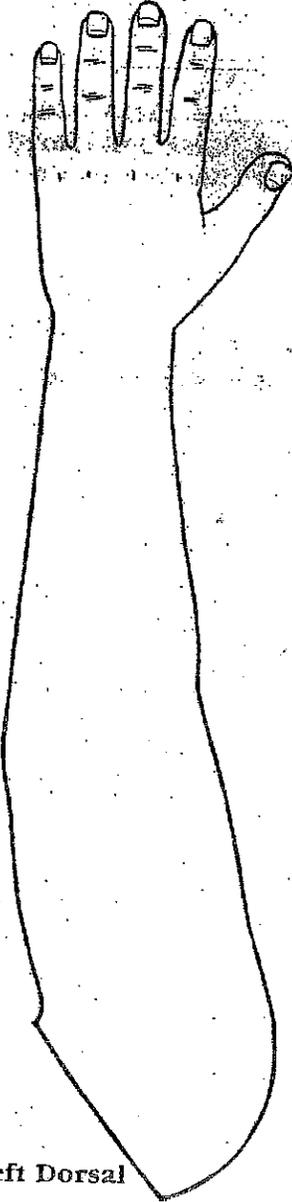
PLEASE FAX BACK TO: 847-587-3346

# Semmes-Weinstein Monofilament Sensory Testing Results

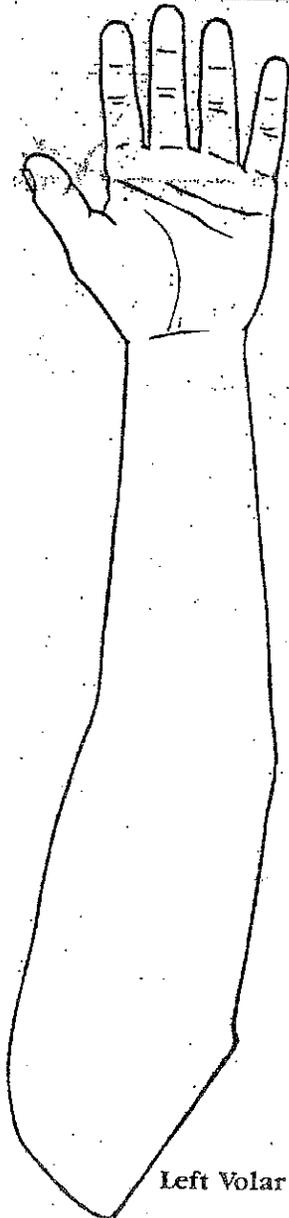
Date: 5/4/12

Patient: Pam Dulberg

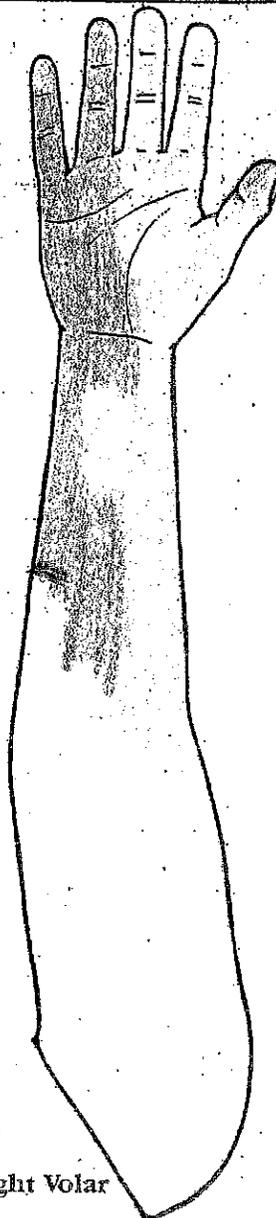
Comments	Filament	Interpretation	Force (gms)
	1.65 - 2.83 (Green)	Normal	.008 - .08
	3.22 - 3.61 (Blue)	Diminished Light Touch	.172 - .217
	3.84 - 4.31 (Purple)	Diminished Protective Sensation	.445 - 2.35
	4.56 (Red)	Loss of Protective Sensation	4.19
	6.65 (Red)	Deep Pressure Sensation	279.4
	(Red Lined)	Tested with No Response	



Left Dorsal



Left Volar



Right Volar



Right Dorsal

Tested by: [Signature]

# TREATMENT ENCOUNTER NOTE

## Patient Information

Account #: 0042000185          Co - Pay: \_\_\_\_\_          OR          Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul          Injury #: 001          Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001          Payor Name: Patient Responsibility          Financial Class: SELF

## Appointment Detail

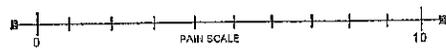
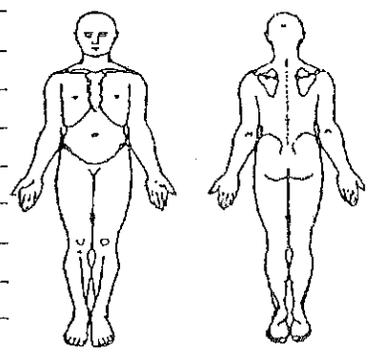
Discipline: OT          Tx Time In: 10<sup>00</sup>          Units: 4  
 Tx Time Out: 11<sup>30</sup>          Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 04 / 12          # Visits Prior To Today: 29 of 51          Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval	<u>N/C</u>	G001	Ultrasound	<u>(1)</u>	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	<u>(1)</u>	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	<u>(1)</u>	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	<u>(1)</u>	H018	Custom HFO Static	

Additional Treatment Codes: \_\_\_\_\_

SOAP: See PC - same / Rx flow sheet.

\_\_\_\_\_  
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*(Handwritten Signature)*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

TREATMENT ENCOUNTER NOTE

Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/cut  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

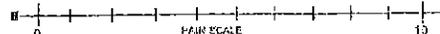
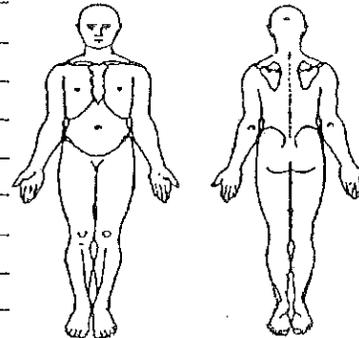
Appointment Detail

Discipline: OT TX Time In: 930 Units: 5  
 Tx Time Out: 1040 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 07 / 12 # Visits Prior To Today: 30 of 51 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHD Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

Additional Treatment Codes:

SOAP: S: My hand is very swollen today. My neck is sore today.  
O: Cant get per for from sheet. No adverse effects to US or ultrasonic.  
It presents w/ very pain/stiffness in RUE Reporting neck  
pain today as well.  
A: tolerated the pain, but very neck pain noted.  
P: Cant to upgrade strengthening



[Signature]  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

TREATMENT ENCOUNTER NOTE

**Patient Information**

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

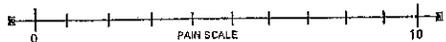
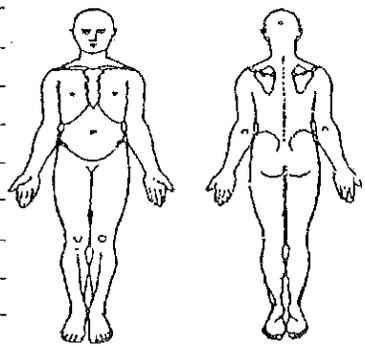
**Appointment Detail**

Discipline: OT Tx Time In: 2:30 Units: 4  
 Tx Time Out: 3:30 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 10 / 12 # Visits Prior To Today: 31 of 32 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound		F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy		H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H008	Custom WHO Static	
F003	HB/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	3	H018	Custom HFO Static	

Additional Treatment Codes: \_\_\_\_\_

SOAP: S: "My hand is still feeling very weak and it hurts when I use it"  
 O: Cont per follow sheet. No adverse effects to WHP noted  
 Pt is reporting increased pain today - especially after  
 isolated FDS and arm grasp activities. Unable to  
 upgrade program due to pain.  
 A: Tolerated ex saw. Cont pain/weakness.  
 P: Cont to upgrade per pt tolerance to strengthening more  
 aggressively.



Mrs. Shantel  
 THERAPIST / CREDENTIALS  
 LICENSE NO. \_\_\_\_\_

TREATMENT ENCOUNTER NOTE

**Patient Information**

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

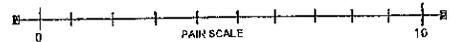
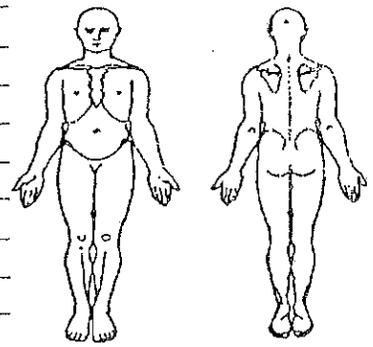
**Appointment Detail**

Discipline: OT Tx Time In: 11:00 Units: 5  
 Tx Time Out: 12:45 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 15 / 12 # Visits Prior To Today: 32 of 32 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

Additional Treatment Codes: \_\_\_\_\_

SOAP: S: "My arms still weak when I try to use it."  
 O: Cont per rx flow sheet. No adverse effects to UHP or US  
 noted. Focus of Rx on modalities, stretching, and  
 strengthening. He reports cont weakness =  
 daily chores - ie. cooking, cleaning, lifting.  
 A: Cont weakness/pain reported  
 P: Continue to upgrade ROM, strength.



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

**Patient Information**

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

**Appointment Detail**

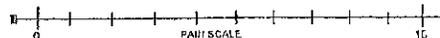
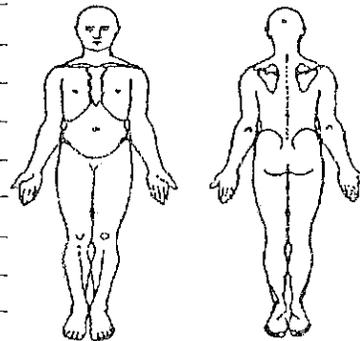
Discipline: OT Tx Time In: 12:30 Units: 2  
 Tx Time Out: 1:00 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 17 / 12 # Visits Prior To Today: 33 of 32 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy		H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HB/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise		H018	Custom HFO Static	

Additional Treatment Codes: \_\_\_\_\_

SOAP: S: 0

O: Only modalities performed on this date due to scheduling  
issues. No adverse effects reported to modalities  
A: Tolerated Rx fairly. Cont pain / numbness noted  
P: Contractions



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

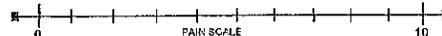
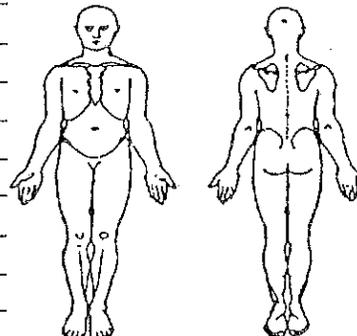
#### Appointment Detail

Discipline: OT Tx Time In: 11:30 Units: 4  
 Tx Time Out: 12:30 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 24 / 12 # Visits Prior To Today: 34 of 32 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H005	Custom WHD Static	
F003	W/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

Additional Treatment Codes: \_\_\_\_\_

SOAP: S: "I got a mark on my arm - looks like a burn but I never felt it"  
 O: Cont per ex plan sheet. 2 small red blisters noted in ulnar distal brach - along forearm - No sign of infection. He believes he burned his <sup>OP</sup> F/A on the grill.  
 No adverse effects fr MHP or US noted. Heat not applied to blister.  
 A: Tolerated Rx plan - His sensory loss caused him to burn his forearm.  
 P: Continue to upgrade. Monitor burns



*Amel Shamam Kotum*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

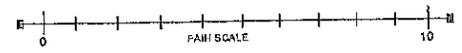
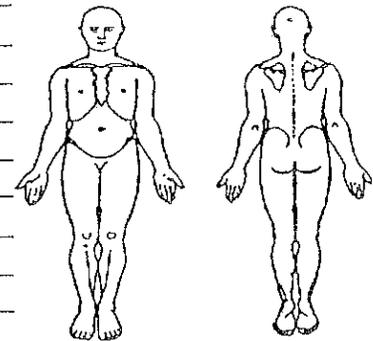
#### Appointment Detail

Discipline: OT Tx Time In: 9:00 Units: 4  
 Tx Time Out: 10:00 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 25 / 12 # Visits Prior To Today: 35 of 32 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

#### Additional Treatment Codes:

SOAP: S: "His nerve gets very aggravated."  
O: Cont per Rx plan. No adverse effects to MTP or US noted.  
Presents w/ cont nerve pain - especially aggravated  
by isolating FDS to SE or any repetitive grasp.  
A: Tolerated Rx Pain Cont nerve pain / weakness.  
P: Cont. to upgrade per pt tol. Attempt to CP storage.



[Signature]  
 THERAPIST / CREDENTIALS  
 LICENSE NO. \_\_\_\_\_

## TREATMENT ENCOUNTER NOTE

### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

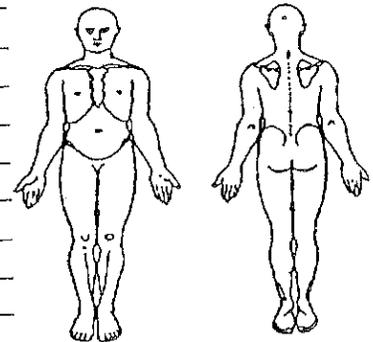
### Appointment Detail

Discipline: OT Tx Time In: 3:00 Units: 4  
 Tx Time Out: 4:00 Total Time Based Time: \_\_\_\_\_  
 Date: 05 / 31 / 12 # Visits Prior To Today: 36 of 32 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device	1	G005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy		H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HF/CP	1	C002	Neuromuscular Re-Ed	1	H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise		H018	Custom HFO Static	

### Additional Treatment Codes:

SOAP: S: "The medicine does not seem to be helping me."  
 O: Card per Rx flow sheet. It was provided new meds for nerve pain and reports that he is not feeling better at this point.  
 A: Tolosated Rx for: Card nerve pain med.  
 P: Continue - upgrade per tal. Re-eval progress next visit.



*M. Shanarho*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

Dynamic Hand Therapy Grip / Pinch Strength Flow Sheet

Patient Name: Paul Dulberg

Exam Date	5/4/12		6-4-12							
Measurements: Kg Lb	R	L	R	L	R	L	R	L	R	L
Grip Strength – Jamar 2nd Position										
Trial 1	104	155	107	149						
Trial 2	109	154	94	134						
Trial 3	110	150	91	146						
Average	107	153	97#	143						
Grip Curve – Jamar Dynamometer										
Intrinsics: 1st Position										
2nd Position										
3rd Position										
4th Position										
Extrinsics: 5th Position										
Rapid Alternating Test										
Pinch Strengths										
3-Point (3-Jaw Chuck)	16	20	24	24						
2-Point (Pad)	12	18	16	19						
Lateral Key	24	26	24	27						
Examiner's Initials										
	[Signature]		[Signature]							

DYNAMIC HAND THERAPY

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Segerson Date: 6-4-12

Diagnosis: (R) forearm laceration of ulnar flexor tendon Date of Injury: 6-28-11

Surgical Hx: Date Procedure Start of Care: 12-6-11

Number of visits to date:

SUBJECTIVE:

Pain: 2/10 at rest / best 10/10 with activity / at worst

Details: 10/10 for a few seconds @ a time

Function/ADL's:

Improvements: Pt reports no improvements, grip is ↓ing

Continued difficulties: opening lids on jars/containers, holding a plate in supination, raking causes 10/10 pain 7/10 min.

OBJECTIVE:

Wound/Scar:

See flow sheet for:

Edema: ↓id .2-5cm throughout hand & wrist

Sensation: TBA

ROM: ↑d wrist /, ↑d elbow ✓

Strength: Grip ↓d 10#, 3pt pinch ↑d 8#, 2pt pinch ↑4#

Treatment summary to date: Heat, U.S., Scar mdr, sm, Prem, strengthening via putty, wts, BTE program.

Assessment/therapist impression: In spite of strengthening activities pts grip cont. to ↓ & via pain has not improved. Recommend pt return to MD for surgical evaluation

Goals: STG's met: [ ] yes [x] no LTG's met: [ ] yes [x] no

Revised functional goals:

1. Pt to return to MD for surgical evaluation

2.

3.

Patient: Paul Dulberg

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: \_\_\_\_\_

PLAN: \_\_\_\_\_

Modalities: \_\_\_\_\_

Exercise: \_\_\_\_\_

\_\_\_\_\_

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

\*\*\*Frequency/Duration: TBD times/week for TBD weeks or TBD additional visits\*\*\*

*I have reviewed this plan of care and recertify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

[Signature]  
Therapist Signature

[Signature] 1500 6/6/12  
Physician's Signature date

PLEASE FAX BACK TO: 847-587-3346

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

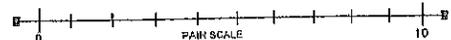
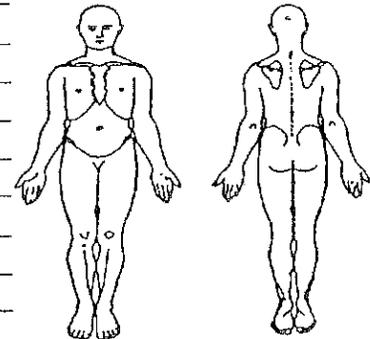
Discipline: OT Tx Time In: 1:00 Units: 5  
 Tx Time Out: 2:15 Total Time Based Time: \_\_\_\_\_  
 Date: 06 / 04 / 12 # Visits Prior To Today: 37 of 32 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

Additional Treatment Codes: \_\_\_\_\_

SOAP: \_\_\_\_\_

*See Re-eval of flow charts*



*M. W. Dulberg*  
 \_\_\_\_\_  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

Dulberg 004674

DYNAMIC HAND THERAPY

Initial Evaluation

Name: Paul Dulberg Date: 7-16-12

Physician: Dr. Sagerman Date of injury/onset: 6-28-11

Diagnosis: Ulnar nerve injury

Mechanism of Injury/Hx of current complaint: (R) forearm laceration in chain saw

Surgical Hx: Date 7-9-12 Procedure Cubital tunnel Release / Neurolysis

PMH &/or Hx relevant to injury: DID C-3-7, (L) Ulnar nerve transection 4-5 yrs ago

Occupation: Graphic Design / Printing / Carpentry Hand Dominance (R) L

Precautions:

SUBJECTIVE:

Pain: 1-2 / 10 at rest / best 7-8 / 10 with activity / at worst

Details: Rt taking Norco & gabapentin for pain

OBJECTIVE:

Wound/Scar: Stitches in place, no drainage, no signs or symptoms of infection

See flow sheet for:

- Sensation: Pt reports tingling & burning ulnar forearm into RF & SF
Range of Motion: Full elbow, forearm, wrist & digits
Edema: Moderate edema in forearm, wrist & digits
Strength: NT

Flexibility: Intrinsic/Extrinsic: Tightness noted in both

Function/ADL's: Prior level of function: Pre-injury pt was (I) in ADL's

Current level of function: Difficulty opening containers such as medicine bottles, using tools, lifting & pouring liquids, gripping & pulling, using utensils

Other Relevant Findings:

Patient name: Paul Dulberg

Assessment/Therapist Impression: Rt forearm & wrist mod. edema & pain, V'd elbow, wrist & forearm ROM, V'd functional use of R, dominant, U.P.

Skilled Therapy needed in order to: Manage pain & edema, ↑ ROM, ↑ functional grasp & pinch, ↑ functional UE use

Functional Goals:

Short term 4 wks

- 1. Edema in forearm & at wrist cease by 2-3cm to ↑ functional forearm
- 2. Pt to report pain of 5/10 or less & use of R UE for ADL's
- 3. Pt to ↑ active elbow / day 5-10° to improve ability to reach items in refrigerator & closets

Long term

- 1. Maximize function of R UE for return to work in ADL's

Goals discussed with patient?  yes  no Patient informed of diagnosis/prognosis?  yes  no

Rehabilitation potential:  excellent  good -  fair  guarded Other \_\_\_\_\_

PLAN:

Modalities Heat, HUPC, U.S., cryo - PRN

Manual Techniques Swi edema & pain, PROM

Therapeutic Exercise/Activities ROM of elbow, forearm, wrist & digits, functional grasp & pinch activities, desensitization as needed

Splinting \_\_\_\_\_

Other \_\_\_\_\_

\*\*\*Frequency 2 times / week for 4 weeks or 8 visits\*\*\*

Additional requests/concerns: \_\_\_\_\_

I certify the need for these services furnished under this care plan date aforementioned above. The above plan is herein established and will be reviewed every 30 days.

Therapist Signature: [Signature] date 7-16-12

Physician Signature: [Signature] date 7/16/12

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000165 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

#### Appointment Detail

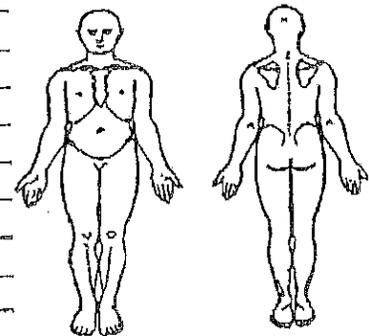
Discipline: OT Tx Time In: 1:30 Units: 3  
 Tx Time Out: 2:45 Total Time Based Time: \_\_\_\_\_  
 Date: 07 / 16 / 12 # Visits Prior To Today: 38 of 69 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		P010	Vacopneumatic Device		C003	Gait Training	
A002	PT Re Eval		G007	Ultrasound		F000	Traction Mechanical	
A003	OT Eval	1	B001	Manual Therapy		H003	Custom WHFO Stair	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Stair	
F003	HP/CP		C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Edm Unattend	1	C003	Therapeutic Exercise	1	H018	Custom HFO Stair	

Additional Treatment Codes: \_\_\_\_\_

SOAP: \_\_\_\_\_

*See attached Eval & follow sheets*



*[Signature]*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

Post-op

(L) (R) (R) (R) (R) (R) (R)

Exam Date	12/6/11	1-5-12	2/6/12	4-3-12	5/3/12	6/4/12	7-16-12
<b>Shoulder</b>							
Flexion							
Extension							
Abduction							
External Rotation							
Internal Rotation							
<b>Elbow &amp; Forearm</b>							
Flexion	146	134	140	146	137	137	142
Extension	0	-3	-15	5	5	5	30
Pronation	75	65	65	70	75	70	75
Supination	75+	65	85	75+	80	75	70
<b>Wrist</b>							
Flexion	80	75+	80	80	85	78	80
Extension	75+	55	60	65	60	65	70+
Radial Deviation	25	20+	15	15	30	15	20
Ulnar Deviation	15	30+	25	35	20	40	30+
<b>Thumb</b>							
MCP Extension/Flexion				UML		UML	
PIP Extension/Flexion							
Radial Abduction							
Palmar Abduction							
Opposition							
<b>Index Finger</b>							
MCP Extension/Flexion							85
PIP Extension/Flexion							90+
DIP Extension/Flexion							50
TAM							
<b>Long Finger</b>							
MCP Extension/Flexion							85
PIP Extension/Flexion							95+
DIP Extension/Flexion							65
TAM							
<b>Ring Finger</b>							
MCP Extension/Flexion							80
PIP Extension/Flexion							85+
DIP Extension/Flexion							75
TAM							
<b>Small Finger</b>							
MCP Extension/Flexion							75
PIP Extension/Flexion							85+
DIP Extension/Flexion							65
TAM							
Therapist initials	UPS	UPS	NU	NU	NU	UPS	NU

+20° abduction →

Dynamic Hand Therapy Edema Flow Sheet

Patient Name: *Paul Dulberg*

*Post op*

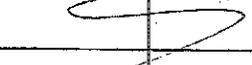
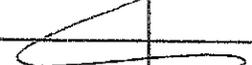
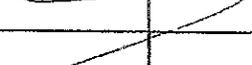
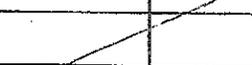
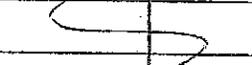
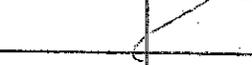
	Date	Date		Date		Date		Date		Date			
Circumferences (cm)	Control (L/R)	Involved (L/R)	Diff.	Involved (L/R)	Diff.	Involved (L/R)	Diff.	Involved (L/R)	Diff.	Involved (L/R)	Diff.	Involved (L/R)	Diff.
wrist flexion crease	16.7	16.7	=	17.0	16.8	16.5	↓.3	17.0	↑.5				
mid-metacarpals	23.1	23.1	↑.7	22.5	22.5	22.0	↓.5	22.9	↑.9				
metacarpals	20.8	21.5	↓.7	21.2	21.5	21.1	↓.4	21.0	↓.1				
Thumb													
MP													
P1	7.4	7.7	↑.3	7.2	7.4	7.2	↓.2	8.0	↑.8				
IP								7.6					
P2													
Index Finger													
P1	7.3	7.1	↓.2	7.1	7.3	7.1	↓.2	7.7	↑.6				
PIP								7.1					
P2													
DIP													
P3													
Middle Finger													
P1	6.8	6.8	=	6.7	7.1	6.8	↓.3	7.1	↑.3				
PIP								6.8					
P2													
DIP													
P3													
Ring Finger													
P1	6.5	6.6	↑.1	6.5	6.7	6.5	↓.2	6.7	↑.2				
PIP								6.7					
P2													
DIP													
P3													
Small Finger													
P1	6.0	6.1	↑.1	5.9	6.3	5.9	↓.4	6.2	↑.3				
PIP								6.0					
P2													
DIP													
P3													
Volumetric (ml)													
Trial 1 4" prox						30.3		31.5	↑1.2				
Trial 2 4" distal						27.0		27.1	↑.1				
Trial 3 4" distal						27.5		28.1	↑.6				
Average													
Therapists Initials	<i>NW</i>	<i>NW</i>		<i>NW</i>	<i>mp</i>	<i>NW</i>		<i>NW</i>					

Dulberg 004679

Dynamic Hand Therapy Grip/Pinch Strength Flow Sheet

Patient Name: Paul Dulberg

Dulberg 004680

Exam Date	12/6/11	12/6/11	<del>1/5/12</del>	<del>1/5/12</del>	1/5/12	1/5/12	2/6/12	2/6/12	4-3-12	4-3-12
Measurements: Kg Lb	R	L	R	L	R	L	R	L	R	L
Grip strength-jamar 2nd position										
Trial 1	126	135			121	141	118	135	110	147
Trial 2	92	145			118	142	105	140	110	137
Trial 3	110	146			138	141	118	139	120*	146
Average:	109				126#	141#	114	138	113#	141#
Grip Curve-Jamar Dynamometer					↑ 217# 89%		(112# from last month)	(133#)	(80%)	
Intrinsics 1st position										
2nd position										
3rd position										
4th position							90	105		
Extrinsics 5th position							80	100		
Rapid Alternation Test										
Pinch Strength										
3-pt (3-jaw chuck)	26	29	previous ulnar nerve transected left wrist		Pinch-strength broken		16	22	9*	20
2-pt (pad)	20	18			↓	↓	12	18	10*	15
Lateral Key	28	26			↓	↓	22	26	22	26
Examiners Initials	MPS	MPS					MW	MW	MPS	MPS

\* pain in forearm

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

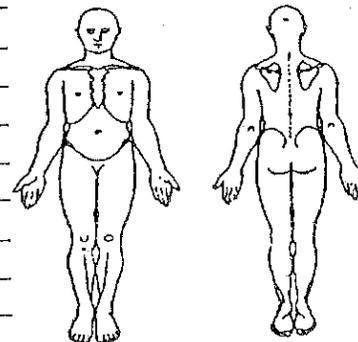
#### Appointment Detail

Discipline: OT Tx Time In: 2:30 Units: 4  
 Tx Time Out: 3:30 Total Time Based Time: \_\_\_\_\_  
 Date: 07 / 19 / 12 # Visits Prior To Today: 39 of 40 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound		F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

#### Additional Treatment Codes:

SOAP: S: "My Elbow is still swollen and sore. But I can move my SF better.  
O: Continue per Rx flow sheet. No adverse effects to  
HTP pad. Edema remains in elbow/PL and  
hand. Pt presents improved ability to manipulate and  
isolate SF/RF motion.  
A: Tolerated Rx fac - continued edema noted, but improved  
RF and SF motion noted.  
P: Continue to upgrade per pt tol. Continue isolated tendon  
sliding



*M. Shambhoo*

THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

# TREATMENT ENCOUNTER NOTE

## Patient Information

Account #: 0042000185

Co - Pay: \_\_\_\_\_

OR Co - Insurance: \_\_\_\_\_

Name: Dulberg, Paul

Injury #: 001

Dx: 88100 Open wound of forearm, w/out

Payor Code: 00001

Payor Name: Patient Responsibility

Financial Class: SELF

## Appointment Detail

Discipline: OT

Tx Time In: \_\_\_\_\_

Units: \_\_\_\_\_

Tx Time Out: \_\_\_\_\_

Total Time Based Time: \_\_\_\_\_

Date: 07 / 23 / 12

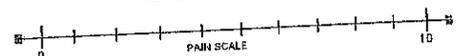
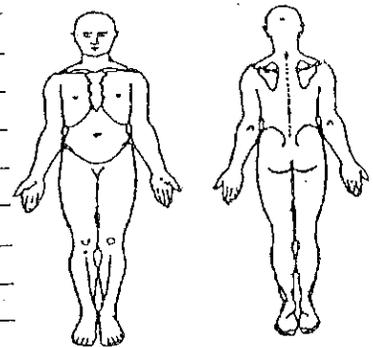
# Visits Prior To Today: 40 of 40

Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy		H005	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HR/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

### Additional Treatment Codes:

SOAP: S: Yr now c/o reports of significant A/P raised  
last visit  
O: MTP x 10 min pain to some edema with a hand & forearm,  
ARM of elbow forearm wrist & hand. Functional activities  
included PVE pop thair & BB transfers. PROM of elbow  
& forearm as pt  
A: pt well 2 min c/o. Tingling/numbity of UE & long  
edema noted  
P: cont E.P.A.C.



[Signature]  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

# TREATMENT ENCOUNTER NOTE

11

## Patient Information

Account #: 0042000185

Co - Pay: \_\_\_\_\_

OR Co - Insurance: \_\_\_\_\_

Name: Dulberg, Paul

Injury #: 001

Dx: 88100 Open wound of forearm, w/out

Payor Code: 00001

Payor Name: Patient Responsibility

Financial Class: SELF

## Appointment Detail

Discipline: OT

Tx Time In: 5:30

Units: 4

Tx Time Out: 6:30

Total Time Based Time: \_\_\_\_\_

Date: 07 / 26 / 12

# Visits Prior To Today: 41 of 40

Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H005	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	4	H018	Custom HFO Static	

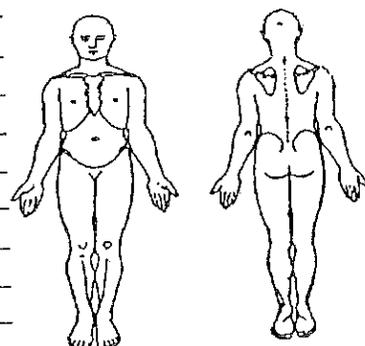
Additional Treatment Codes: \_\_\_\_\_

SOAP: S: Pt notes that he is better able to grip large jars @ hand now.

O: MTP x 10 min followed by pulsed V.S. To forearm  
Jars (20% 1.0 W/cm<sup>2</sup>) @ adverse effects. Scan  
meds, strong forearm, Acrom & Pectoral elbow & wrist  
functional activity - remark pulls.

A: Jd well @ min c/o. Occasional "stinging" pains  
in forearm @ Acrom g. elbow.

P: Cont @ P.O.C.



Alfredo Ortiz  
THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

# TREATMENT ENCOUNTER NOTE

## Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

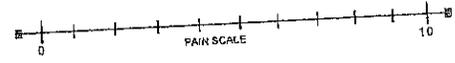
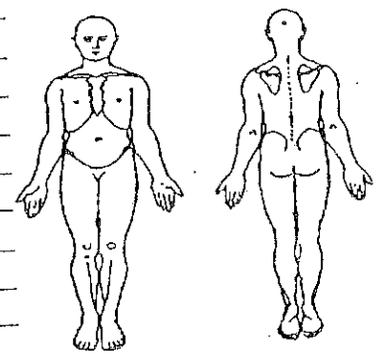
## Appointment Detail

Discipline: OT Tx Time In: 1:00 Units: 4  
 Tx Time Out: 2:00 Total Time Based Time: \_\_\_\_\_  
 Date: 07 / 30 / 12 # Visits Prior To Today: 42 of 40 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	①	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	①	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H008	Custom WHC Static	
F003	HP/GP	①	C002	Neuromuscular Re-Ed	②	H006	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise		H018	Custom HFO Static	

### Additional Treatment Codes:

SOAP: S: "I saw the MD. He said I need compression on myel low.  
 O: Cont. Per Rx flow sheet. Pt reports the same spot in his forearm has a sharp pain. But he reports improved ability to pick up a glass or coffee pot. Cont scan control, SPM, A/Rom, place hand, intrinsic exc, isolated FDS. Initiated pulls to ① overall nerve excursion.  
 A: Sharp pain remains in forearm, but ability to perform isolated FDS and ROM have improved. Improved overall ROM helped some. IF Isolated FDS is decreased per pt report.  
 P: Continue to upgrade, per pt tol. MD ordered compression sleeve - applied Tubigrip E



*[Handwritten Signature]*  
 THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

### TREATMENT ENCOUNTER NOTE

#### Patient Information

Account #: 0042000185 Co - Pay: \_\_\_\_\_ OR Co - Insurance: \_\_\_\_\_  
 Name: Dulberg, Paul Injury #: 001 Dx: 88100 Open wound of forearm, w/out  
 Payor Code: 00001 Payor Name: Patient Responsibility Financial Class: SELF

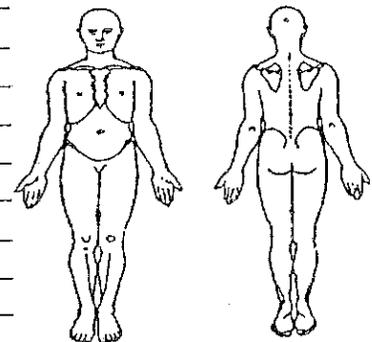
#### Appointment Detail

Discipline: OT Tx Time In: 2:00 Units: 4  
 Tx Time Out: 3:00 Total Time Based Time: \_\_\_\_\_  
 Date: 08 / 02 / 12 # Visits Prior To Today: 43 of 40 Total Treatment Time: \_\_\_\_\_

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		C005	Gait Training	
A002	PT Re Eval		G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Therapeutic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

#### Additional Treatment Codes:

SOAP: S: " My arm feels very swollen around the area of my scar."  
 O: Present with a region of edema at level of distal scar -  
 No sign of infection noted, but scar tissue seems to  
 have developed in this area. Copied per Exflow sheet. Applied  
 US to Scar tissue 18m prior to STM.  
 A: Scar tissue has formed in surgical region. Improved  
 "strength" reported by patient while grasping object.  
 P: Continue to upgrade per pt tolerance. US to Scar tissue prior  
 to STM / Stretching.



*[Handwritten Signature]*

THERAPIST / CREDENTIALS

LICENSE NO. \_\_\_\_\_

8

From: OAMRI of Round Lake 8475463600 8475463633 To: LEVIN KAREN Page: 2/3 Date: 2/3/2012 11:44:25 AM



PATIENT: DULBERG, PAUL  
MRN: 1585839

PHYSICIAN: LEVIN, MD, KAREN  
EXAM: MR FOREARM W/ AND  
W/O 73220  
DOS: 02/03/2012

DOB: 03/19/1970

EXAMINATION: MRI examination of the right forearm without and with intravenous contrast infusion..

CLINICAL HISTORY: History of right forearm trauma with a chainsaw. Possible neuroma, nerve impingement or injury in the forearm. Possible tendon disruption. It appears that the patient had some difficulty holding still during image acquisition. There is motion artifact on this examination. Weakness in the fourth and fifth fingers. Pain in the forearm and hand.

TECHNIQUE: Multiplanar T1 and T2-weighted spin-echo pulse sequences and STIR sequence. Post-infusion multiplanar T1-weighted sequences were performed. A skin marker was taped to the point of maximal symptoms.

Contrast: 15 cc of gadolinium was infused.

FINDINGS: There is no bone abnormality seen. The bone marrow signal characteristics are normal.

There is no cystic or solid mass appreciated. The visualized muscles have normal signal characteristics.

There is no abnormal soft tissue infiltration or induration. Specifically, in the area of the skin marker which is marking the point of maximal symptoms, there is no soft tissue abnormality appreciated.

There is no abnormality identified along the course of the ulnar nerve in the forearm.

IMPRESSION: There is no forearm abnormality appreciated. This does not exclude the possibility of an ulnar nerve impingement or injury but there is no gross mass or abnormal infiltration along the expected course of the ulnar nerve. No obvious tendon or muscle abnormality appreciated at this time.

Thank you for referring your patient to Open Advanced MRI. If you have any questions, Dr. Levin, please feel free to contact me at my direct line which is: 630.885.2100.

720 Rollins Road Round Lake Beach, IL 60073 Phone: 847-546-3600 Fax: 847-546-3633  
www.openadvancedmri.com

If there are any questions about this fax or you are not the intended recipient, Please call 1-888-874-4674.

From: OAMRI of Round Lake 8475469600-8475469633 To: LEVIN KAREN Page: 3/3 Date: 2/3/2012 11:44:26 AM



DULBERG, PAUL  
MR FOREARM W/ AND W/O T3220  
02/03/2012

Page 2 of 2

*Thank you for referring your patient to Open Advanced MRI of Round Lake.*

*Thomas A. Predey, MD*

Electronically Signed By: THOMAS A. PREDEY MD  
To the referring or consulting physician: If you would like to discuss this case in more detail or have any questions, please feel free to contact the author of this report:  
Dr. Ian Fisher (847) 414-5055, Dr. Jay Korach (847) 691-7673

720 Rollins Road Round Lake Beach, IL 60073 Phone: 847 546-3600 Fax: 847 546-3633  
www.bpehadvancedmri.com

If there are any questions about this fax or you are not the intended recipient. Please call 1-888-674-4874.

9

Hand Surgery Associates, S.C.  
515 West Algonquin Road, Suite 120  
Arlington Heights, IL 60005  
TEL: 847/956-0099 \* FAX: 847/956-0433

Patient name: Paul Dulberg  
SS #: 323 76 4001

Date of Birth: 03/19/70  
Chart #: 19877

5/06/2004

SCOTT D. SAGERMAN, M.D.

CHART NOTES

The patient was in the office today for evaluation of left elbow. He is doing well. His arm is feeling much better. The strength in his hand has improved dramatically. He is very pleased with the results of his surgery. He does not report any paresthesias in his hand.

PHYSICAL EXAMINATION: The left elbow scar is stable. Range of motion is full. Sensation around the scar is decreased as expected. This should improve with time. Intrinsic strength is 5/5. Pulp-to-palm distance is 0. Sensation is intact in all distributions.

TREATMENT PLAN: He will continue home exercises as directed by the therapist. He may resume use of his left hand for activities as tolerated. He was cautioned to limit heavy lifting activities if any symptoms arise.

He did not wish to schedule a follow-up appointment. He was invited to return back to the office at his discretion if any further problems or concerns arise. Follow-up PRN. Work status is no restriction.

NEXT VISIT: PRN.

ACTIVITY/WORK STATUS: Unrestricted.  
Scott D. Sagerman, M.D./sld

Hand Surgery Associates, S.C.  
515 West Algonquin Road, Suite 120  
Arlington Heights, IL 60005  
TEL: 847/956-0099 \* FAX: 847/956-0433

Patient name: Paul Dulberg  
SS #: 323 76 4001

Date of Birth: 03/19/70  
Chart #: 19877

-----  
3/18/2004 SCOTT D. SAGERMAN, M.D.

-CONTINUED-

CHART NOTES

function is intact.

TREATMENT PLAN: I reviewed the operative findings. The patient's questions were answered. The need for activity restriction was explained.

He was given a therapy referral for fabrication of an elbow extension-block splint and instruction in protected range of motion exercises.

The sutures will be removed next week, and he will begin scar management after that. Follow up is three weeks. Work status is no use, wear splint.

NEXT VISIT: Three weeks.

ACTIVITY/WORK STATUS: Restricted. No use of affected hand/arm. Keep wound clean and dry. Wear splint.

Scott D. Sagerman, M.D./jkl

4/08/2004 SCOTT D. SAGERMAN, M.D.

CHART NOTES

The patient was in the office today for evaluation of left elbow. He is doing well. His symptoms have improved. His pain is decreased. Sensation has improved. He is participating in therapy. His progress is satisfactory.

PHYSICAL EXAMINATION: The left elbow scarring is stable. Range of motion is satisfactory. There is no nerve subluxation. He reports diminished sensation surrounding the surgical scar which is expected. Sensation is intact distally. Finger motion is satisfactory.

TREATMENT PLAN: He will continue postoperative therapy including scar management and gradual strengthening exercises. I reviewed the need for temporary activity restriction and protection of the left arm. He was given a padded elbow sleeve for protection of the surgical scar. The sensation surrounding the scar should improve gradually over time. Follow-up one month. Work status is no forceful, no heavy.

NEXT VISIT: One month.

ACTIVITY/WORK STATUS: Restricted. No forceful gripping/strenuous use. No heavy lifting.

Scott D. Sagerman, M.D./sld

Hand Surgery Associates, S.C.  
515 West Algonquin Road, Suite 120  
Arlington Heights, IL 60005  
TEL: 847/956-0099 \* FAX: 847/956-0433

Patient name: Paul Dulberg  
SS #: 323 76 4001

Date of Birth: 03/19/70  
Chart #: 19877

-----  
1/19/2004 JOHN R. RUDER, M.D.

-CONTINUED-

CHART NOTES

with Dr. Sagerman who will be contacting the patient to schedule the surgery.

NEXT VISIT: Dr. Sagerman will call.

ACTIVITY/WORK STATUS: Unrestricted.  
John R. Ruder, M.D./sld

3/10/2004 SCOTT D. SAGERMAN, M.D.

SURGERY NOTE

DATE OF SURGERY: 3/10/04

SURGERY: REVISION, LEFT ULNAR NEUROLYSIS AND ANTERIOR TRANSPOSITION.  
Scott D. Sagerman, M.D./sld

3/15/2004 JOHN R. RUDER, M.D.

CHART NOTES

The patient was in the office today for evaluation of left elbow.

PHYSICAL EXAMINATION: Wound is unremarkable. There is no hematoma. No sign of infection.

The dressing is changed. The posterior splint is replaced. He will return to see Dr. Sagerman later this week.

NEXT VISIT: 3/18/2004 with Dr. Sagerman.

ACTIVITY/WORK STATUS: Off work.  
John R. Ruder, M.D./all

3/18/2004 SCOTT D. SAGERMAN, M.D.

CHART NOTES

The patient was in the office today for evaluation of left arm. He is doing well. His pain is controlled. No other problems reported after surgery. His preoperative symptoms have improved.

PHYSICAL EXAMINATION: On exam, the left elbow incision is clean. Sutures are in place. No sign of infection or hematoma. There is minimal swelling as expected. Circulation and sensation are intact distally. Ulnar nerve

Hand Surgery Associates, S.C.  
515 West Algonquin Road, Suite 120  
Arlington Heights, IL 60005  
TEL: 847/956-0099 \* FAX: 847/956-0433

Patient name: Paul Dulberg  
SS #: 323 76 4001

Date of Birth: 03/19/70  
Chart #: 19877

-----  
1/15/2004 SCOTT D. SAGERMAN, M.D.

CHART NOTES

The patient was in the office today for evaluation of left elbow. He is doing okay. Overall, his ulnar nerve symptoms have improved. He still has intermittent medial elbow pain and paresthesias associated with movement of his elbow. He is concerned about the persistent snapping of the ulnar nerve.

PHYSICAL EXAMINATION: Left elbow scar is stable. The ulnar nerve is nontender. There is no Tinel's sign. Range of motion is full. Sensation is intact distally. Intrinsic strength is normal. There is marked left ulnar nerve subluxation at the cubital tunnel.

TREATMENT PLAN: I reviewed the clinical findings. The patient's questions were answered. Treatment options were discussed.

Additional surgery may be indicated to address the ulnar nerve instability. Options would include ulnar nerve transposition or medial epicondylectomy. The timing of additional surgery would be elective, and I believe observation is appropriate at this time.

I asked the patient to obtain a second opinion regarding additional surgery. Follow up for second opinion with HSA M.D. Work status is no restriction.

NEXT VISIT: After second opinion.

ACTIVITY/WORK STATUS: Unrestricted.  
Scott D. Sagerman, M.D./jkl

1/19/2004 JOHN R. RUDER, M.D.

CHART NOTES

The patient was in the office today for evaluation of left elbow. The history is as given by Dr. Sagerman.

PHYSICAL EXAMINATION: On examination, his symptoms are reproduced with elbow flexion and extension with subluxation of the ulnar nerve.

The soft tissues are soft. I don't think that there would be a problem with proceeding with a second surgery at this point.

Because his symptoms are present both at rest, though aggravated with flexion extension, it may be that an epicondylectomy would not be enough. I would favor a submuscular transposition and have reviewed reasonable expectations of outcome of such a surgery with Mr. Dulberg as well as potential risks and complications. He believes that he would proceed and I have discussed this

Hand Surgery Associates, S.C.  
515 West Algonquin Road, Suite 120  
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TEL: 847/956-0099 \* FAX: 847/956-0433

Patient name: Paul Dulberg  
SS #: 323 76 4001

Date of Birth: 03/19/70  
Chart #: 19877

-----  
11/06/2003 SCOTT D. SAGERMAN, M.D.

-CONTINUED-

CHART NOTES

stable. Range of motion is satisfactory. Sensation is intact distally.

TREATMENT PLAN: He will continue therapy for range-of-motion exercises, scar management and strengthening. I reviewed the need for activity restriction. He will use a padded elbow sleeve for protection.

NEXT VISIT: Four weeks.

ACTIVITY/WORK STATUS: Restricted. No forceful gripping/strenuous use. No heavy lifting. Wear splint.  
Scott D. Sagerman, M.D./all

12/04/2003 SCOTT D. SAGERMAN, M.D.

CHART NOTES

The patient was in the office today for evaluation of left elbow. He is doing well. His symptoms have improved. He reports some residual paresthesias, which is expected.

PHYSICAL EXAMINATION: Left elbow scar is stable. Range of motion is full. There is slight ulnar nerve subluxation at the cubital tunnel. Sensation is intact in all distributions. The patient reports that his grip strength has improved.

TREATMENT PLAN: He will continue postoperative therapy for range of motion exercises and gradual strengthening. Continued improvement is expected over time.

I briefly explained the option for ulnar nerve transposition, if the nerve subluxation causes persistent symptoms. For now, his symptoms will be observed.

Follow up is one month. Work status is no restriction.

NEXT VISIT: One month.

ACTIVITY/WORK STATUS: Unrestricted.  
Scott D. Sagerman, M.D./jkl

Hand Surgery Associates, S.C.  
515 West Algonquin Road, Suite 120  
Arlington Heights, IL 60005  
TEL: 847/956-0099 \* FAX: 847/956-0433

Patient name: Paul Dulberg  
SS #: 323 76 4001

Date of Birth: 03/19/70  
Chart #: 19877

9/11/2003 SCOTT D. SAGERMAN, M.D.

CORRESPONDENCE

(Ref) MITCHELL S. GROBMAN, M.D

10/28/2003 SCOTT D. SAGERMAN, M.D.

SURGERY NOTE

DATE OF SURGERY: 10/28/03

SURGERY: LEFT CUBITAL TUNNEL RELEASE.  
Scott D. Sagerman, M.D./all

10/30/2003 SCOTT D. SAGERMAN, M.D.

CHART NOTES

The patient was in the office today for evaluation of left arm. He is doing well. No problems reported after surgery. His pain is controlled.

PHYSICAL EXAMINATION: The left elbow incision is clean. Sutures are in place. No sign of infection or hematoma. Elbow motion is satisfactory. Circulation is intact distally.

TREATMENT PLAN: I reviewed the operative findings. The patient's questions were answered. The expectation for gradual improvement and ulnar nerve symptoms was discussed.

A therapy referral was provided for range-of-motion exercise and scar management. Infection precautions were reviewed. Follow up in one week for suture removal.

NEXT VISIT: One week.

ACTIVITY/WORK STATUS: Restricted. No use of affected hand/arm. Keep wound clean and dry.

Scott D. Sagerman, M.D./all

11/06/2003 SCOTT D. SAGERMAN, M.D.

CHART NOTES

The patient was in the office today for evaluation of left elbow. He is doing well. His pain is controlled. His symptoms have improved. He still reports scar tenderness and weakness which is expected.

PHYSICAL EXAMINATION: The left elbow incision is healed. The scar is

# HAND SURGERY ASSOCIATES, S.C.

SPECIALISTS IN THE SHOULDER, ELBOW, WRIST AND HAND

MICHAEL I. VENDER, M.D.  
JOHN R. RUDER, M.D.  
SCOTT D. SAGERMAN, M.D.  
PRASANT ATLURI, M.D.

DONNA J. KERSTING, MBA  
EXECUTIVE DIRECTOR

September 16, 2003

Mitchell Grobman, M.D.  
1900 Hollister Drive  
Suite 280  
Libertyville, IL 60048

RE: Paul Dulberg  
O/V: 9/11/03

Dear Dr. Grobman:

I had the opportunity to examine your patient, Paul Dulberg, concerning his left arm. He reports persistent numbness and tingling in the ulnar nerve distribution of the left hand following a motor vehicle accident which occurred in March, 2002. He has had conservative treatment including injections, medications and therapy. A nerve conduction study from May, 2002 and repeat study in December, 2002 showed evidence of ulnar neuropathy at the elbow.

**PHYSICAL EXAMINATION:** Examination in the left arm shows positive Tinel sign at the cubital tunnel with local sensitivity. Range of motion is full. Sensation is diminished in the ulnar nerve distribution. There is slight weakness of the intrinsic muscles and positive Froment's sign. There is no visible atrophy. Circulation is normal distally.

**X-RAY EXAMINATION:** X-rays of the left elbow are negative.

**IMPRESSION:** Left cubital tunnel syndrome.

**TREATMENT PLAN:** I explained the diagnosis and treatment options. Surgery is indicated on an elective basis for cubital tunnel release. The patient requested to proceed with surgery. This may be scheduled at his convenience.

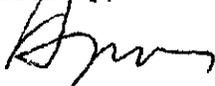
515 W. ALGONQUIN RD, STE 120  
ARLINGTON HEIGHTS, IL 60005  
TEL: 847-958-0099  
FAX: 847-958-0433

565 LAKEVIEW PKWY, STE 140  
VERNON HILLS, IL 60061  
TEL: 847-247-3100  
FAX: 847-958-0433

222 N LASALLE, STE 280  
CHICAGO, IL 60601  
TEL: 312-214-2222  
FAX: 312-223-1075

Thank you for the opportunity to participate in his care.

Sincerely,



Scott D. Sagerman, M.D.  
SDS/cla

SK

**NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS**

MLS: 55233  
DD: Wed Mar 10 12:03:00 2004 CST  
DT: Wed Mar 10 18:23:44 2004 EST  
JN: 27810

**DSC OPERATIVE REPORT**

DATE OF OPERATION: 03/10/2004

**PREOPERATIVE DIAGNOSIS:** Recurrent left ulnar neuritis at the cubital tunnel with ulnar nerve subluxation.

**POSTOPERATIVE DIAGNOSIS:** Recurrent left ulnar neuritis at the cubital tunnel with ulnar nerve subluxation.

**PROCEDURE:** Revision of left ulnar neurolysis at the cubital tunnel with anterior transposition.

**SURGEON:** Scott D. Sagerman, MD

**ASSISTANT:** John R. Ruder, MD

**ANESTHESIA:** General.

**COMPLICATIONS:** None.

**TOURNIQUET TIME:** 1 hour and 10 minutes.

**OPERATIVE FINDINGS:** The patient developed symptomatic ulnar nerve subluxation at the cubital tunnel with recurrent ulnar neuritis following previous cubital tunnel release surgery. Exploration revealed marked instability of the ulnar nerve which easily subluxated anterior to the medial epicondyle with elbow flexion. Scar formation was present surrounding the ulnar nerve within the cubital tunnel.

**TECHNIQUE:** Consent was signed by the patient, and he was taken to the operating room. General anesthesia was given. The left arm was prepped and draped sterilely. A sterile tourniquet was applied to the upper arm and inflated following exsanguination of the limb.

DULBERG, PAUL R

000034432104

0001307925

Room#:

Scott D. Sagerman, MD

DSC OPERATIVE REPORT

cc: Scott D. Sagerman MD, John R. Ruder, MD

DICTATOR COPY for Scott D. Sagerman, MD

DSC OPERATIVE REPORT, continued

The previous longitudinal scar over the cubital tunnel was incised at the posteromedial aspect of the elbow, and the incision was extended proximally and distally in longitudinal fashion for additional exposure. Under loupe magnification, the subcutaneous tissue was dissected. The branches of the medial antebrachial cutaneous nerve were identified, dissected, and retracted safely. The skin flaps were elevated, and the ulnar nerve was exposed.

Neurolysis was performed to mobilize the ulnar nerve from surrounding scar tissue. The release was carried proximally and to the upper arm. The medial intermuscular septum was excised. The arcade of Struthers were absent. The release was then carried distally into the flexor/pronator musculature. The aponeurosis was divided to mobilize the ulnar nerve. The articular branch had to be divided to allow adequate mobility of the ulnar nerve for anterior transposition. Small horizontal vessels were ligated and divided, preserving the longitudinal blood supply to the ulnar nerve.

The ulnar nerve was then transposed to the medial epicondyle, assuring a straight line course of the nerve. There was no kinking of the nerve either proximally or distally. The transposition was then stabilized using submuscular flap. The flexor/pronator muscle fascia was incised to create a Z-plasty, permitting lengthening of the muscle fascia. The muscle fibers were then divided, with ligation of perforating vessels. The ulnar nerve was placed in the submuscular position, maintaining a thin layer of muscle fibers deep to the nerve. The fascia was then reapproximated in a lengthened position using 3-0 Vicryl sutures, maintaining the ulnar nerve in the transposed position without excessive tension on the nerve. The elbow was taken through a range of motion, and the nerve showed excellent gliding with no visible angulation of the nerve.

The field was irrigated with antibiotic solution. One free end of a cutaneous nerve branch was identified. This was placed deep to the medial arm fascia which was sutured with Vicryl, to prevent symptomatic neuroma formation.

The subcutaneous tissue was reapproximated with buried 5-0 Vicryl sutures, and the skin edges were reapproximated with 5-0 nylon sutures. A sterile bulky gauze dressing was applied followed by posterior plaster splint to maintain the elbow in a flexed position. The patient was awoken, extubated, and transported to the recovery room in stable condition. He tolerated the procedure well. There were no complications.

---

Scott D. Sagerman, MD

DULBERG, PAUL R

000034432104

0001307925

Room #:

Scott D. Sagerman, MD

DSC OPERATIVE REPORT

Scott D. Sagerman MD, John R. Ruder, MD

DICTATOR COPY for Scott D. Sagerman, MD

Page 2 of 2

KAD

7H

⊙

**OPERATIVE REPORT**

Preoperative Diagnosis:  
Left cubital tunnel syndrome.

Postoperative Diagnosis:  
Same.

Operation Performed:  
Left cubital tunnel release.

Surgeon: Scott Sagerman, M.D.  
Anesthesia: General.  
Complications: None.  
Tourniquet Time: 38 minutes.

**OPERATIVE FINDINGS:** The left ulnar nerve showed obvious constriction at the distal aspect of the cubital tunnel beneath the cubital tunnel ligaments. The ligament was thickened with several bands of deep layers over the area of nerve compression. The floor of the cubital tunnel was clear. The ulnar nerve did subluxate slightly over the medial epicondyle at end range of flexion. There was no arcade of Struthers.

**PROCEDURE:** Consent was signed by the patient, taken to the operating room, general anesthesia was administered. The left arm was prepped and draped sterilely. A tourniquet was inflated on the upper arm following exsanguination of the limb. A longitudinal incision was made over the cubital tunnel at the posteromedial aspect of the left elbow. Under loupe magnification the subcutaneous tissues dissected, superficial veins were ligated with bipolar cautery. Branches of the medial interbrachial cutaneous nerve were identified. These were dissected and gently retracted safely using a vessel loop. The fascia was incised proximal to the cubital tunnel to expose the ulnar nerve. The nerve was dissected distally by dividing the cubital tunnel ligament, until the nerve entered the flexor/pronator fascia of the proximal forearm. The fascia was incised distally and motor branches of the ulnar nerve were seen with normal perineural fat at this level. Proximally, the nerve was dissected by dividing the arm fascia for a distance of 10 cm proximal to the epicondyle.

The ulnar nerve was inspected, adhesions around the nerve were divided with gentle blunt dissection. The nerve was noted to be constricted at the distal aspect of the cubital tunnel. Following neurolysis, tendon gliding was found to be satisfactory with elbow motion. No other areas of nerve compression were seen.

The field was irrigated with antibiotic solution. The vessel loop was removed. The subcutaneous tissues were reapproximated with 5-0 Vicryl undyed buried sutures. The skin edges were reapproximated with 5-0 and 6-0 nylon sutures. A sterile bulky compressive dressing was applied. The tourniquet was deflated, circulation returned to the left hand with normal capillary refill. The patient was

**OPERATIVE REPORT**

DICTATING PHYSICIAN COPY

10/28/2003 Disch:  
592683 - SUR  
DULBERG, PAUL  
Scott Sagerman, M.D.

**LAKE FOREST HOSPITAL**

awoken and transported to the recovery room in stable condition. The patient tolerated the procedure well, there were no complications.

---

Scott Sagerman, M.D.

SS/jmt  
D: 10/28/2003  
T: 10/29/2003 14:52:37

cc: Scott Sagerman, M.D., <Dictator>  
Mitchell Grobman, M.D.

---

**OPERATIVE REPORT**

DICTATING PHYSICIAN COPY

Page 2 of 2

592683  
DULBERG, PAUL  
Scott Sagerman, M.D.

LAKE FOREST HOSPITAL

244

**NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS**

MLS: 55235  
DD: Tue Mar 09 20:02:00 2004 CST  
DT: Wed Mar 10 02:12:39 2004 EST  
JN: 27318

**PREOPERATIVE HISTORY AND PHYSICAL**

DATE OF ADMISSION: 03/10/2004 12:00 AM EST

DATE OF BIRTH: 03/19/70

DATE OF SURGERY: 03/10/04

**HISTORY OF PRESENT ILLNESS:** The patient is a 33-year-old male who reports symptoms of left medial elbow pain and intermittent paresthesias due to ulnar neuritis decubitus tunnel. Previously he underwent decubital tunnel release surgery in October of 2003 which resulted in some improvement in his symptoms, however, due to persistent symptoms he is now being admitted for additional surgery.

**PAST MEDICAL HISTORY:** Negative.

**MEDICATIONS:** Naproxen.

**ALLERGIES:** None.

**HABITS:** Smoking history is positive.

**FAMILY HISTORY:** Noncontributory.

**PHYSICAL EXAMINATION:**

**VITAL SIGNS:** Stable.

**LUNGS:** Clear.

**HEART:** Rate is regular.

**EXTREMITIES:** The left elbow shows healed surgical scar across the cubital tunnel. Range of motion is satisfactory. Circulation and sensation are intact distally. There is ulnar nerve subluxation at the cubital tunnel and paresthesias with flexion and extension of the elbow. Circulation and sensation are intact distally.

DULBERG, PAUL R

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0001307925

Room#:

Scott D. Sagerman, MD

PREOPERATIVE HISTORY AND PHYSICAL

cc: Scott D. Sagerman MD

DICTATOR COPY for Scott D. Sagerman, MD

**PREOPERATIVE HISTORY AND PHYSICAL, continued**

X-rays of the left elbow are negative.

**IMPRESSION:** Left ulnar neuritis at the cubital tunnel with nerve subluxation.

**TREATMENT PLAN:** Repeat neurolysis left ulnar nerve with anterior transposition. Surgery scheduled under general anesthesia in Day Surgery. The patient understands the risks, benefits and possible complications of surgery and requests to proceed.

---

Scott D. Sagerman, MD

DULBERG, PAUL R

000034432104

0001307925

Room #:

Scott D. Sagerman, MD

PREOPERATIVE HISTORY AND PHYSICAL

Scott D. Sagerman MD

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Page 2 of 2

Lateral Epicondylitis (Tennis Elbow) (726.32)

Current Plans

- | Treatment options explained
- | Patient provided with referral for Occupational Therapy
- | Intermediate Joint (Wrist / Elbow) Injection / Aspiration (20605)
- | PROCEDURE / INJECTION

PROCEDURE: STEROID INJECTION

SITE: left elbow

Treatment options were reviewed. Explained risks, benefits, expectations, and possible side effects of steroid injection. The patient elected to proceed.

A Betadine and/or alcohol prep was performed. Precautions following the injection were explained. The patient tolerated the procedure well. Following the procedure there were no complaints. The patient was instructed to contact the office if any adverse reactions were noted.

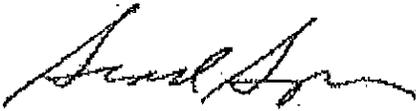
- | 1% Lidocaine HCl Injection, USP (J3490) (3 Units)
- | Dexamethasone Sodium Phosphate Injection, USP (4mg/mL) (J1100)
- | Follow up in 6 weeks
- | Return to Work Date: 7-8-13

Work status discussed with patient and written statement was provided.

Unrestricted  Restricted Therapy:  Yes  No

- Keep wound clean & dry  No overhead use  No lifting / pushing / pulling
- No use of affected hand / arm  Limited overhead use
- Limited lifting / pushing / pulling #
- Wear Splint / Sling / Cast  No forceful gripping  No gym / sports
- Sedentary  Limited forceful gripping

Other:



Signed electronically by Scott D Sagerman, MD (7/12/2013 10:59 AM)

**Procedures**

- Intermediate Joint (Wrist / Elbow) Injection / Aspiration (20605)** Performed: 07/08/2013 (Ordered)
- 1% Lidocaine HCl Injection, USP (J3490) (3 Units)** Performed: 07/08/2013 (Ordered)
- Dexamethasone Sodium Phosphate Injection, USP (4mg/mL) (J1100)** Performed: 07/08/2013 (Ordered)

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

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515 W. Algonquin Rd., Arlington Heights, IL 60005  
AL SIP BOLDINGBROOK, CHICAGO, COUNTRYSIDE, ELMHURST, GLENVIEW, OAK LAWN, VERNON HILLS

PATIENT NAME: Dulberg, Paul  
DOB: \_\_\_\_\_ DOS: \_\_\_\_\_  
 MUST BE SEEN TODAY  UPDATED ORDERS  CAN BE RESCHEDULED

DIAGNOSIS: lateral epicondylitis CODE \_\_\_\_\_  
THERAPY: ORS/ELEOR \_\_\_\_\_ 1-3 VISITS 12 TIMES/WEEK 6 WEEKS FREQUENCY

SITE OF THERAPY ORDERED: SHOULDER \_\_\_\_\_ UPPER ARM \_\_\_\_\_ ELBOW \_\_\_\_\_ WRIST  HAND \_\_\_\_\_ PLEASE INDICATE R OR L

- ACUTE HAND THERAPY**
- EVALUATE
  - TREATMENT
  - PROM/STRETCHING
  - STRENGTHENING
  - BTE
  - EDEMA CONTROL
  - SCAR MGMT/MOBILIZATION
  - DESENSITIZATION
  - HOME PROGRAM PREVENTION

- MODALITIES**
- ULTRASOUND/PHONOPHORESIS
  - ELECTRICAL STIM
  - FLUID THERAPY
  - PARAFFIN
  - IONTOPHORESIS \_\_\_\_\_ DEXAMETHASONE
  - COLD/HOT PACKS
  - BIOFEEDBACK

**SPLINTING INSTRUCTIONS**

- SPLINTING:**  STATIC  DYNAMIC  
 SERIAL STATIC  
 HAND BASED THUMB CMC  
 SPLINTS ALTERNATIVES

**SPECIAL THERAPY INSTRUCTIONS**

NIRSKILL  
Proteal  
**WORK READINESS**

- WOUND CARE**
- WHIRLPOOL
  - FREQUENCY \_\_\_\_\_
  - DRESSING CHANGES \_\_\_\_\_
  - TYPE \_\_\_\_\_
  - FREQ \_\_\_\_\_
- SIGNATURE: \_\_\_\_\_

[Signature] DATE: 9/8/13

MICHAEL I. VENDER, N.D. SCOTT D. SAGERMAN, M.D. PRASANT ATLURI, M.D. SAN J. BINFORD, M.D. MICHAEL V. BERMAN, M.D.  
SIGNATURE OF M.D. CONSTITUTES MEDICAL NECESSITY

APR-22-2013 MON 02:16 PM

P.002

DYNAMIC HAND THERAPY  
Re-Evaluation of Progress, Goals and Plan of Care

4-24-13

Patient: Paul Dulberg Physician: D. Sagerman Date: 4-22-13

Diagnosis: ⓐ Lateral Epicondylitis Date of Injury: 11/12

Surgical Hx: Date \_\_\_\_\_ Procedure \_\_\_\_\_ Start of Care: \_\_\_\_\_

Number of visits to date: \_\_\_\_\_

SUBJECTIVE:

Pain: 2/10 at rest / best 3-4/10 with activity / at worst 2 spikes up to 6/10

Details: Only using Splint now "after I hurt it", Pain spikes & quick supination movements

Function/ADL's:

Improvements: Opening potato chip bags, Ping pain & most activities, lifting 1/2 gallon

Continued difficulties: Opening a yogurt, opening tight containers, Resealing bags  
making bread, lifting full pots & pans

OBJECTIVE:

Wound/Scar: N/A

See flow sheet for:

Edema: NT

Sensation: NT

ROM: ↑ d elbow w/ d supination

Strength: ⓐ grip ↑ d 16#, ⓑ spl ↑ d 2#, Ⓒ 2 pt ↑ d 3#, Ⓓ lat pinch ↑ d 8#

Treatment summary to date: Pt has been performing home exercises & using splint  
as needed for pain for past 4 wks. Pt has shown continuing  
improvements in strength & functional activities.

Goals: STG's met  yes  no LIG's met  yes  no

Revised functional goals:

1. D/C OT & H.E.P.
2. \_\_\_\_\_
3. \_\_\_\_\_

APR-22-2013 MON 02:18 PM

P. 003

Patient: Paul Dulberg Date: 4-22-13

Assessment/therapist impression: pt has shown improvements in all areas  
while continuing to HEP & feels he is ready for discharge  
at this time

Skilled therapy needed for:  progression of exercise  continued need for manual therapy

other: D/C O.T.

PLAN:

Modalities: \_\_\_\_\_

Exercise: \_\_\_\_\_

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

Rehabilitation Potential:  excellent  good  fair  guarded  other \_\_\_\_\_

\*\*\*Frequency/Duration: 0 times/week for 0 weeks or 0 additional visits\*\*\*

*I have reviewed this plan of care and reauthorize a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.*

Additional requests/concerns: \_\_\_\_\_

[Signature]  
Therapist Signature

[Signature] 4/23/13  
Physician's Signature date

Fax this page back to 347-587-3346

APR-22-2013 MON 02:16 PM

P. 004

Dynamic Hand Therapy Grip / Pinch Strength Flow Sheet

Patient Name: Paul Dulberg

Exam Date	1/30/13		2-28-13		3/29/13		4/22/13	
	R	L	R	L	R	L	R	L
Measurements: Kg Lb								
Grip Strength - Jamar Dynamometer								
Trial 1	150	85	101	130	108	119	114	135
Trial 2	140	110	102	137	110	130	84	136
Trial 3	116	99	119	136	99	116	102	136
Average	109	98	107.4	134.2	105	120		136
Exercises:								
5th Position								
4th Position								
3rd Position								
2nd Position								
1st Position								
Intrinsic								
Extensors								
Alternating Test								
Pinch Strengths								
3-Point (Sulow Chuck)	16	12	15	23	11	22	14	15
2-Point (Rad)	8	13	11	19	14	12	13	15
Lateral Key	17	20	15	27	20	20	20	28
Examiner's initials	JMS		ND		JMS		ND	

APR-22-2013 MON 02:17 PM

P. 005

Dynamic Hand Therapy -- Active E... of Motion

Patient Name: Paul Dulberg

Exam Date	12/12/12	1/30/13	2/28/13	3/29/13	4/10/13
<b>Shoulder</b>					
Flexion					
Extension					
Abduction					
External Rotation					
Internal Rotation					
<b>Elbow &amp; Forearm</b>					
Flexion	100	20-135	48	151	185
Extension	111	20-8	0	0	-8
Pronation	65	70	70	35	75+
Supination	30	35	75	35	80
<b>Wrist</b>					
Flexion	45	70+	75	75	75
Extension	65	70+	70	35	70
Radial Deviation	25	25	30	30	25
Ulnar Deviation	25	35	30	35	30+
<b>Thumb</b>					
MCP Extension/Flexion					
PIP Extension/Flexion					
Radial Abduction					
Palmar Abduction					
Opposition					
<b>Index Finger</b>					
MCP Extension/Flexion					
PIP Extension/Flexion					
DIP Extension/Flexion					
TAM					
<b>Long Finger</b>					
MCP Extension/Flexion					
PIP Extension/Flexion					
DIP Extension/Flexion					
TAM					
<b>Ring Finger</b>					
MCP Extension/Flexion					
PIP Extension/Flexion					
DIP Extension/Flexion					
TAM					
<b>Small Finger</b>					
MCP Extension/Flexion					
PIP Extension/Flexion					
DIP Extension/Flexion					
TAM					
Therapist Initials	AMS	AMS	AD	AMS	AD

08/28/2013 08:51 FAX 18479560433  
AUG-28-2013 MON 09:28 AM

Hand Surgery Associates

0003/0007

P. 002

**FAXED**

8/29/13 JH

**DYNAMIC HAND THERAPY**  
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Saggerson Date: 8/22/13  
Diagnosis: Lateral Epicondylitis Date of Injury: 11/12  
Surgical Fix: Date 7/8/13 Procedure CORNSHORN TUNNEL Start of Care: 7/28/13

Number of visits to date: \_\_\_\_\_

**SUBJECTIVE:**

ⓐ Pain: φ /10 at rest / best 2-3 /10 with activity / at work 5-6 /10 2 hand grasp.

Details: Pain improved from 3-4/10 at activity; 5-6/10 at work unchanged

**Function/ADL's:**

Improvements: Bringing hand to mouth for eating/drinking (no glasses)

Continued difficulties: Strength and lifting of objects

**OBJECTIVE:**

Wound/Scar: φ

See flow sheet for:

Edema: No sig. edema noted

Sensation: \_\_\_\_\_

ROM: Slight improvements noted in V/F, sup in W/F

Strength: ⓐ 3pt? 2pt pinch improved; ⓑ grasp decreased (ⓐ > ⓑ)

Treatment summary to date: Focus of pr has been STM, stretching, deep tissue massage, and modalities (UHF & US)

Goals: SIG's met:  yes  no LTO's met:  yes  no

Revised functional goals:

1. TBA w/ pt RTOE
2. \_\_\_\_\_
3. \_\_\_\_\_

08/26/2013 08:51 FAX 18479560433  
AUG-28-2013 MON 09:26 AM

Hand Surgery Associates

0004/0007  
P.003

Patient: Paul Dulberg Date: 8/22/13

Assessment/therapist impression: He has made some improvements, but has also regressed in gross bilateral dexterity - he reports "having a weak day today" we will continue to perform OT per MD order.

Skilled therapy needed for:  progression of exercise  continued need for manual therapy  
 other: \_\_\_\_\_

PLAN:

Modalities: Cont OT per MD order

Exercise: \_\_\_\_\_

Splinting: \_\_\_\_\_

Other: \_\_\_\_\_

Rehabilitation Potential:  excellent  good  fair  guarded  other \_\_\_\_\_

\*\*\*Frequency/Duration: \_\_\_\_\_ times/week for \_\_\_\_\_ weeks or \_\_\_\_\_ additional visits\*\*\*

I have reviewed this plan of care and re-certify a continuing need for services from the date of this updated plan of care; the above updated plan of care is herein established and will be reviewed every 30 days.

Additional requests/concerns: Needs HEP

WPS Hamanhotaur  
Therapist Signature

Paul Dulberg Date: 8/29/13  
The above notes have been reviewed.  
Physician's Signature/previous RX. Date  
New RX will be provided if appropriate  
Fax this page back to 847-587-3346



08/26/2013 08:51 FAX 18479560433  
AUG-26-2013 MON 09:26 AM

Hand Surgery Associates

0005/0007

P. 004

Dynamic Hand Therapy Camp / Pinch Strength Flow/Sheet

Patient Name: Paul Dulberg

Exam Date	Measurements: Kg, lb	R	L	R	L	R	L	R	L
8/26/13									
Byo Strength -- Joint and Position									
Total 1		100	130						
Total 2		100	120						
Total 3		90	130						
Average		99	129						
Gr. Cuts - Jnter Diameter									
Archives:									
1st Position									
2nd Position									
3rd Position									
4th Position									
5th Position									
Pinch Abnormality Test									
Pinch Strength									
3-Point (3-Jaw Clench)		22	19/44						
2-Point (Pain)		17	16/41						
Linear Key		26	26/61						
Spanner's Intense									

08/26/2013 MON 8:54 AM [TX/RX NO 68511] 0005

08/26/2013 08:52 FAX 10479560433  
AUG-26-2013 MON 09:27 AM

Hand Surgery Associates

0007/0007

P. 006

Dynamic Hand Therapy -- Active R of Motion

Patient Name: Paul Dulberg

Exam Date	12/12/12	1/20/13	2/28/13	3/29/13	4/27/13	5/13/13	8/22/13
Shoulder							
Flexion							
Extension							
Abduction							
External Rotation							
Internal Rotation							
Elbow & Forearm							
Flexion							
Extension	105	20-105	148	151	155	148	149
Pronation	14	30-8	0	0	-8	-6	-4
Supination	65	75	70	75	75+	74	77
Wrist							
Flexion	45	70+	75	75	75	95	↓
Extension	12	70+	70	75	70	70	
Radial Deviation	75	35	30	30	25	25	
Ulnar Deviation	28	35	30	35	20+	35	
Thumb							
MCP Extension/Flexion							
PIP Extension/Flexion							
Radial Abduction							
Palmar Abduction							
Opposition							
Index Finger							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
Long Finger							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
Ring Finger							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
Small Finger							
MCP Extension/Flexion							
PIP Extension/Flexion							
DIP Extension/Flexion							
TAM							
Therapist Initials	AMS	AMS	AD	AMS	AD	AMS	AMS

08/26/2013 MON 8:54 AM ITX/RX NO 88511 0007





# Hand to Shoulder Associates

Formerly Hand Surgery Associates, S.C.

Hand ♦ Shoulder ♦ Elbow ♦ Wrist

MICHAEL I. VENDER, M.D.  
COTT D. SAGERMAN, M.D.  
RASANT ATLURI, M.D.  
AM J. BIAFORA, M.D.  
MICHAEL V. BIRMAN, M.D.  
JAY K. BALARAM, M.D.

CONNIE J. KERSTING, MBA  
EXECUTIVE DIRECTOR

## CURRICULUM VITAE

SCOTT DAVID SAGERMAN, M.D.

### EDUCATION:

#### FELLOWSHIP:

Division of Hand Surgery  
Department of Orthopaedic Surgery  
State University of New York Health  
Science Center  
550 Harrison Street  
Syracuse, N.Y. 13202  
August 1992 - July 1993

#### RESIDENCY:

Emory University Affiliated Hospitals  
Department of Orthopaedic Surgery  
69 Butler Street S.E.  
Atlanta, GA 30303  
July 1988 - June 1992

#### INTERNSHIP:

Emory University Affiliated Hospitals  
Department of Surgery  
69 Butler Street S.E.  
Atlanta, GA 30303  
July 1987 - June 1988

#### MEDICAL SCHOOL:

Northwestern University Medical School  
303 E. Chicago Avenue  
Chicago, IL 60611  
July 1983 - June 1987  
Doctor of Medicine, 1987

#### UNDERGRADUATE:

Northwestern University  
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Evanston, IL 60201  
July 1981 - June 1983  
Bachelor of Science, 1985

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MURKIN  
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BOARD CERTIFICATION:

National Board of Medical Examiners, Parts I, II, and III, 1988.

American Board of Orthopaedic Surgeons - Board Certified, 1995. Recertified through 2015.

Certificate for Added Qualifications in Surgery of the Hand, American Board of Orthopaedic Surgery 1996. Recertified through 2015.

American Board of Independent Medical Examiners, Certified Independent Medical Examiner (CIME), 2012

SOCIETY MEMBERSHIPS:

American Society for Surgery of the Hand

American Association for Hand Surgery

Chicago Society for Surgery of the Hand

Board of Directors 2006-2013

Secretary 2006-2007

Vice President 2008-2009

President 2010-2012

American Academy of Orthopaedic Surgeons

Illinois State Medical Society

COMMITTEE MEMBERSHIPS/  
APPOINTMENTS:

Lurie Children's Hospital of Chicago  
Chicago, IL

- Foundation Board Member  
2010 - Present

Alexian Brothers Medical Center

- Department Chairman, Hand/Microvascular Surgery -  
2000-2006
- Section Chief, Hand/Microvascular Surgery -  
2000-Present

LICENSURE:

Illinois - 1993 (036-086000)

"Certified with the Drug Enforcement  
Administration"

Illinois State Controlled Substance

EMPLOYMENT:

Hand Surgery Associates, S.C., Arlington Heights, IL 60005  
August, 1993 - present

Research Assistant - Department of Orthopaedic Surgery  
Children's Memorial Hospital, Chicago, IL  
August 1986 - June 1987

Research Assistant - Division of Ambulatory Pediatrics  
Children's Memorial Hospital, Chicago, IL  
July 1982 - June 1985

ACADEMIC APPOINTMENT:

Northwestern University Medical School Department of Orthopaedic  
Surgery - Instructor of Clinical Orthopaedic Surgery: 1993-2000

HOSPITAL AFFILIATIONS:

Advocate - Condell Medical Center  
Libertyville, IL 60048

Alexian Brothers Medical Center  
Elk Grove Village, IL 60007

Elmhurst Memorial Hospital  
Elmhurst, IL 60126

MetroSouth Medical Center  
Blue Island, IL 60406-2428

Northwest Community Hospital  
Arlington Heights, IL 60005

Northwestern - Lake Forest Hospital  
Lake Forest, IL 60045

St. Alexius Medical Center  
Hoffman Estates, IL 60194

PUBLICATIONS:

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Sagerman S., Hauck R., Palmer A., "Lunate Morphology - Can It Be Predicted With Routine X-Rays?" J. Hand Surgery, 20A:38-41, January, 1995.

Sagerman S., Lourie G., "Eikenella Osteomyelitis in a Chronic Nail Biter: A Case Report". J. Hand Surgery, 20A:71-73, January, 1995.

Seiler J., Sagerman S., Geller R., Fleming L., "Venomous Snakebite - Current Concepts of Treatment". Orthopedics, 17(8): 707-714 August 1994.

Sagerman S., Rooks M., Ensor C., "Carpal Tunnel Syndrome: An Alternative Method of Conservative Treatment". Submitted.

Sagerman S., Seiler J., Fleming L., Lockerman E., "Silicone Rubber Distal Ulnar Replacement Arthroplasty". J. Hand Surgery (Br.), 17B:689-93, December 1992.

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Tanz R., Christoffel K., Sagerman S., "Are Toy Guns Too Dangerous?". Pediatrics. 75(2):265-268, February 1985.

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PRESENTATIONS:

Sagerman, S., "Wrist Arthroscopy". Presented at Northwest Community Hospital - October, 1995

Sagerman, S., "Management Issues in Upper Extremity Disorders Among Workers". Presented at Alexian Brothers Medical Center Conference Center - June, 1995.

Sagerman, S., "Wrist Fractures". Presented at Alexian Brothers Medical Center Conference Center, National Association of Orthopaedic Nurses - April, 1995

PRESENTATIONS (Cont):

Sagerman, S., "Management Issues in Upper Extremity Disorders Among Workers". Presented at Alexian Brothers Medical Center Conference Center - November, 1994.

Sagerman, S., Short, W., "Arthroscopic Repair of Radial-Sided TFCC Tears: A Follow-Up Study". Presented at American Society for Surgery of the Hand, Annual Meeting, Cincinnati, OH - October, 1994.

Sagerman, S., "Management Issues In Upper Extremity Disorders Among Workers". Presented at Alexian Brothers Medical Center Conference Center - October, 1994.

Sagerman S., "Wrist Arthrodesis Using Dynamic Compression Plating". Presented at the Mid America Orthopaedic Association Annual Meeting, Bermuda - April, 1994.

Sagerman S., Palmer A., "Wrist Arthrodesis Using Dynamic Compression Plating". Presented at the Chicago Society for Surgery of the Hand, Quarterly Meeting, Chicago, IL - January, 1994.

Hauck R., Sagerman S., Palmer A., "Lunate Morphology - Can it be Predicted With Routine X-rays?". Presented at the American Association for Hand Surgery, Cancun, Mexico - November, 1993.

Sagerman S., "Wrist Arthrodesis Using Dynamic Compression plating". Presented at S.U.N.Y. Health Science Center, department of Orthopaedic Surgery, Alumni Day, Syracuse, NY - June, 1993.

Sagerman S., "Management of Extremity Snakebite Wounds". Presented at S.U.N.Y. Health Science Center Department of Orthopaedic Surgery Grand Rounds, Syracuse, NY - March, 1993.

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Hajek M., Conway J., Sagerman S., Carroll N., Dias L., "A Scientific Classification of Legg-Calve-Perthes Disease". Presented at Northwestern University of Orthopaedic Surgery Resident-Alumni Thesis Day, Chicago, IL - 1987.

EXHIBITS:

Sagerman S., Truppa K., Bohan Ruff S., "Fasciotomy for Acute Compartment Syndrome in the Upper Extremity: A Follow-up Study". Poster exhibit, Annual Meeting American Association for Hand Surgery, Boca Raton, Florida, 1997

Sagerman S., Roberson R., "Total Hip Arthroplasty Using the Mecron Ring". Poster exhibit at the Annual Meeting of the American Academy of Orthopaedic Surgeons, Washington D.C. - February, 1992.

Sagerman S., Seiler J., Fleming L., "Long Term Results of Distal Ulna Replacement Arthroplasty". Poster exhibit, Annual Meeting of the American Society for Surgery of the Hand, Orlando, Florida October 1991.

Sagerman S., Ensor C., Rooks M., "Treatment of Carpal Tunnel Syndrome with a Full Tendon Gliding Hand Therapy Protocol". Poster exhibit, Annual Meeting of the American Society for Surgery of the Hand, Orlando, Florida - October, 1991.

Sagerman S., Roberson R., "Periacetabular Bone Loss with Early Loosening of the Mecron Threaded Ring". Poster exhibit, American Academy of Orthopaedic Surgeons Annual Meeting, Anaheim, CA - March, 1991.

INSTRUCTOR:

Lab Instructor - "The Wrist: Arthroscopic and Open Techniques".  
Wrist Arthroscopy 2004. Co-sponsored by the American Society for  
Surgery of the Hand and the American Academy of Orthopaedic Surgeons,  
held at Orthopaedic Learning Center, Rosemont, IL - August 7-8, 2004.

Lab Instructor - "Common Hand and Wrist Problems". Presented by  
American Academy of Orthopaedic Surgeons, Rosemont, IL - October 1998

Lab instructor - "Open and Arthroscopic Shoulder Surgery: Advanced  
Anterior and Posterior techniques". Presented by American Academy of  
Orthopaedic Surgeons, Rosemont, IL - May 1998.

"The Masters Experience" in Arthroscopic Surgery of the Wrist,  
Elbow & Carpal Tunnel. Presented by the Arthroscopy Association of  
North America, Rosemont, IL - November, 1996.

A Comprehensive Approach to Challenging Wrist Problems  
American Society of Hand Therapists  
Chicago, IL - April 28-30, 1995

Problem Based Learning  
Northwestern University Medical School, Chicago, IL  
1995, 1996, 1998

3M Endoscopic Carpal Tunnel Release Course  
Syracuse, NY - May, 1993.

Cardiopulmonary Resuscitation  
Northwestern University Medical School, Chicago, IL  
July, 1984 - July, 1985.

03/2013

**History & Physical Report #1****Paul Dulberg**

7/8/2013 10:39 AM

Location: VH Office

Patient #: 80330

DOB: 3/19/1970

Undefined / Language: English / Race: Undefined

Male

**History of Present Illness (Kim E Brandon, RT; 7/8/2013 10:44 AM)**

The patient is a 43 year old male who presents for an evaluation of elbow pain. The pain is located in the left elbow. The onset of the elbow pain has been gradual and has been occurring for months. The course has been worsening. There are no relieving factors. Previous evaluations / treatments include : occupational therapy.

**Allergies (Kim E Brandon, RT; 7/8/2013 10:40 AM)****No Known Drug Allergies.** 07/08/2013**Family History (Kim E Brandon, RT; 7/8/2013 3:34 PM)****Cancer****Diabetes Mellitus****Social History (Kim E Brandon, RT; 7/8/2013 3:34 PM)****Hand Dominance.** Right Handed.**Current Occupation.** not working**Alcohol use.** 07/08/2013: does not drink alcoholic beverages**Diabetic Diet.** 07/08/2013: no**Illicit drug use.** 07/08/2013: no**Tobacco use.** 07/08/2013: Current every day smoker: 0.5 pack per day; Smoker for 20 years**Medication History (Kim E Brandon, RT; 7/8/2013 10:40 AM)**

Naproxen DR ( Oral) Specific dose unknown - Active.

**Other Problems (Kim E Brandon, RT; 7/8/2013 3:34 PM)****Chronic or past head / neck disorders****Depression****Head Injury****Neurological disorder****Pneumonia****Review of Systems (Kim E Brandon, RT; 7/8/2013 3:34 PM)****General:** Present- Chronic pain. Not Present- Fatigue, Fever, Night Sweats, Rapid weight loss or gain and Varicose veins / leg swelling.**HEENT:** Not Present- Headache, Blindness / vision problems, Wears glasses/contact lenses, Hearing Loss, Ringing in the Ears and Dentures.**Respiratory:** Not Present- Chronic Cough, Home oxygen use, Shortness of breath while resting, Shortness of breath from exertion and Wheezing.**Breast:** Not Present- Breast Mass.**Cardiovascular:** Not Present- Difficulty Breathing Lying Down, Leg cramps from exertion, Palpitations and Swollen ankles.**Gastrointestinal:** Not Present- Abdominal Pain, Constipation, Diarrhea, Frequent nausea / vomiting, Heartburn and Stomach ulcers.**Male Genitourinary:** Not Present- Blood in Urine, Bladder control problems, Chronic or past urinary disorders, Painful Urination and Recurrent bladder / kidney infections.**Musculoskeletal:** Not Present- Back Pain, Fractures, Joint Pain, Joint Swelling and Muscle Cramps.**Neurological:** Present- Numbness or tingling and Weakness In Extremities. Not Present- Blackout spells, Dizziness and Memory lapses.**Hematology:** Not Present- Abnormal Bleeding, Easy Bruising and Excessive bleeding.**Vitals (Kim E Brandon, RT; 7/8/2013 10:42 AM)**

7/8/2013 10:42 AM

**Weight:** 165 lb **Height:** 69 in**Body Surface Area:** 1.91 m<sup>2</sup> **Body Mass Index:** 24.37 kg/m<sup>2</sup>**Physical Exam (Scott D Sagerman, MD; 7/8/2013 10:52 AM)**

The physical exam findings are as follows:

Note: Left elbow slight tenderness over the lateral epicondyle. Skin intact. Range of motion full. Slight pain with resisted wrist extension.

**Assessment & Plan (Kim E Brandon, RT; 7/8/2013 3:35 PM)**

**HISTORY & PHYSICAL****PATIENT:** Dulberg, Paul **AGE:** 41 years old **EXAM DATE:** 12/02/11**CHIEF COMPLAINT:** Right forearm pain.

**HPI:** Patient is a 41-year-old male who is right-hand dominant. He was referred by Dr. Karen Levin, MD, neurology, for evaluation of an injury he sustained to his right medial forearm in June of 2011. He apparently was using a chain saw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound is here it at the muscle was sewn together and the skin was closed. He followed up with his primary care provider. He has noted persistent pain which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy to date. He did have an EMG/NCS performed by Dr. Levin in August of 2011. Per the patient the study was normal. I do not have that study available at this moment. He currently is not working but is a graphic designer by training. He reports using a computer mouse for 20 minutes causes significant forearm pain.

**MEDICATION:** Patient has no current medications.  
**ALLERGIES:** nkda  
**REFERRAL SOURCE:** Not Referred By

**ILLNESSES:** Arthritis  
**OPERATIONS:** Ulnar Nerve Transportation: Active  
**SOCIAL HISTORY:** Alcohol - Denies  
 Marital Status: Single  
 Smoking: current every day smoker  
**FAMILY HISTORY:** Diabetes  
**OCCUPATION:** Graphic Designer

**ROS:**

1. Head and Neck: System reported as normal by patient.
2. Heart: System reported as normal by patient.
3. Lungs: System reported as normal by patient.
4. GI: System reported as normal by patient.
5. GU: System reported as normal by patient.
6. Neuro: As per HPI.
7. Musculoskeletal: As per HPI.
8. Abdomen: System reported as normal by patient.
9. Heme/Lymph: System reported as normal by patient.
10. Other:

**PHYSICAL EXAM:**

**Vitals:** No data for Vitals.  
**Appearance:** No distress, good color on room air. Alert and cooperative.  
**Skin:** Bilateral upper extremities: no open wounds or skin changes.  
**Neuro:** Bilateral upper extremities: Median, radial and ulnar nerves are motor and sensory intact. Light touch intact all digits, no weakness or wasting.  
**Vascular:** Bilateral upper extremities: palpable radial pulses and brisk capillary refill.  
**Focused Exam:** Examination of his right upper extremity reveals his elbow has normal painless range of motion. No focal tenderness to palpation. Collateral ligaments are stable. His forearm compartments are soft. He has a well-healed transverse laceration on the volar medial mid forearm level. There is no erythema, drainage, or fluctuance at the level of the laceration. There is no tenderness to palpation at the laceration site. There is some apparent muscle incongruity. Distally his hand demonstrates no atrophy. He has 5 out of 5 intrinsic strength. 5 out of 5 APB strength. He can make a full fist with full extension of all digits. He does not demonstrate a clawed posture. He has a negative Froment sign. He has a positive Wartenberg sign. Wrist flexion and extension is 5 out of 5 strength. He has a palpable FCU

and ECU tendons at the level of the wrist. They have appropriate tension.  
None today.

**IMAGING:**

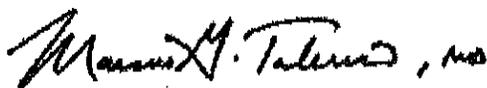
**ASSESSMENT:**

**DIAGNOSIS:** 906.1-LATE EFFECT OPEN WND EXTREM  
**PROCEDURES:** 99203-NEW Detailed, Low Complexity

**PLAN:**

**Plan:** I reviewed findings, treatment options, and recommendations with the patient concerning the forearm complaints he has. I would like to see the official report of the EMG/NCS. We will obtain this report. There is no evidence of a complete injury to his ulnar nerve on physical exam. His complaints are likely muscular in origin. He may have some superficial sensory complaints as well. I do not think he needs any surgical intervention at this time. I did recommend and provided him with a prescription for occupational therapy to work on strengthening and conditioning of the forearm muscles. They can also perform some pain control modalities. I would like to see him back in 4-6 weeks' time to see if therapy is of some assistance to him. I will contact him by phone if his EMG is significantly abnormal. Otherwise we will discuss it at the next followup visit. Patient was in agreement with the plan.

**Prescription:** No data for Prescription  
**Work Status:** Not applicable.



Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin  
Primary Care Physician: Dr. Sek  
Other: n/a

[Redacted]

[Redacted]

06/21/12 -- Patient clarified that this injury occurred on the above mentioned date but that he was not holding on to the chainsaw. Instead, he was helping his neighbor by holding a branch and the neighbor was the one cutting the branch with the chainsaw. vv

Fax Created - Dated Jun 21 2012 9:52AM

**PATIENT:** Dulberg, Paul R **AGE:** 41 years old **EXAM DATE:** 01/06/12  
**HOME:** 4646 Aden Court **PID:** 1002454  
 Mchenry, IL 60051

**CHIEF COMPLAINT:** Right forearm pain.

**Nurse's Notes:** Patient doesn't feel occupation therapy is helping. He complains of pain/soreness and loss of strength. MT

**Referred by:** Not Referred By

**HPI:** Patient is a 41-year-old male who is right-hand dominant. He was referred by Dr. Karen Levin, MD, neurology, for evaluation of an injury he sustained to his right medial forearm in June of 2011. He apparently was using a chain saw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle. He was seen in the emergency department where the wound was debrided and the muscle was sewn together and the skin was closed. He followed up with his primary care provider. He has noted persistent pain which he describes as intermittent and shooting in character radiating from the laceration site. He occasionally has intermittent numbness and tingling in the ring and small finger. He reports grip weakness and no endurance with wrist flexion and gripping. He has not had therapy to date. He did have an EMG/NCS performed by Dr. Levin in August of 2011. Per the patient the study was normal. I saw the patient a proximally one month ago recommended a course of occupational therapy. He has attended one or 2 sessions thus far. I also obtained and the EMG nerve conduction study to review. The patient reports no improvement in symptoms. He thinks that therapy is not helpful. He feels he is getting weaker. He feels burning in the forearm region. He also asked me about disability paperwork.

**MEDICAL HISTORY:** Arthritis  
**MEDICATION:** naproxen (Dosage: 375 mg Tablet, Delayed Release (E.C.) SIG: Take 1 tablet Oral twice a day Oral Dispense: 90 Refills: 2)  
**ALLERGIES:** nkda  
**SOCIAL HISTORY** Alcohol - Denies  
 Marital Status: Single  
 Smoking: current every day smoker

**PHYSICAL EXAM:**

**Appearance:** No distress. Alert and cooperative.  
**Skin:** Bilateral upper extremities: no open wounds or skin changes. Well-healed laceration in the mid forearm region right side ulnar aspect. No evidence of infection.  
**Neuro:** Bilateral upper extremities: light touch intact all digits, no weakness or wasting.  
**Focused Exam:** Elbow with full and painless motion in the right side. Forearm compartments are soft there is no obvious deformity. He has preserved wrist flexion and extension strength. He can make a full fist and has full extension of all digits. He has no intrinsic or thenar atrophy. He has 5/5 APB and intrinsic strength. He has a negative Froment sign. He does have a positive Wartenberg sign. FDP to the small finger is 5/5.

**IMAGING:** None today.

**DIAGNOSIS:** 906.1-LATE EFFECT OPEN WND EXTREM  
**PROCEDURES:** 99213-ESTABLISHED Expanded, Low Complexity

**ASSESSMENT & PLAN:**

**Plan:** I reviewed findings, treatment options, and recommendations with the patient concerning the forearm complaints he has. I reviewed the EMG/NCS which is a normal study. There is no evidence of ulnar nerve injury. Given the location of his injury this is the only significant problem I can imagine from this wound. There is no evidence of any nerve or tendon injury. He may have some residual soreness and some superficial sensory abnormalities but this should improve over time. Our recommendation is simply continued therapy. No need for surgical intervention that I can foresee. Unfortunately do not have anything further to offer the patient at this time. I would be happy to see him back in the future on an as needed basis.

**Work Status:** Not applicable.

*Marcus G. Talerico, M.D.*

Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin  
Other: Hans Mast(Attorney)



MEDICAL HISTORY

Initial Symptoms Onset: immediate Gradual Date of Injury 6/28/2011

44 Year old R/L/A handed F/M.

patient @ 5 month old of laceration @ chair saw 2 1/2 inch hole in forearm & it was sutured @ the ER. Pt was no bone or major nerve damage. Patient here due to shooting pains up & down arm & sleep disturbance also interfering with work. DR LEVIN thinks nerve damage or tendon. 40% of forearm damage @ initial date of injury

Current Symptoms

Location: Right FOREARM/ULNAR SIDE

Pain: Mild Moderate Severe 2/3 @ rest @

Intermittent Continuous 7/8

Sleep disturbance 7/8

Sensory: Th 1 MRS Tingling 7/8

Intermittent Continuous

Other: Swelling Stiffness

Triggering Crepitus

Cold intolerance Color Change

Mass

Left: Mild Moderate Severe

Intermittent Continuous

Sleep disturbance

Sensory: Th 1 MRS

Intermittent Continuous

Other: Swelling Stiffness

Triggering Crepitus

Cold intolerance Color Change

Mass

(Neurology Karen Levin)

(R) volar medial forearm

Emb/was 8/11

Previous similar symptoms/injury: No Yes

Treatment to date:

Tetanus: 6-28-2011

Therapy:

Current Medications: Antibiotics NSAIDs Pain Medication

Name/Route/Frequency NAPROXIN for NECK 5 degenerative discs in neck.

Steroids Injections: No Yes

Splint/cast: No Yes

Previous Surgery: No Yes ULNAR NERVE TRANSPOSITION left arm

Previous tests and results

EMG/NCV: Yes DR. LEVIN

MRE: No Yes

X-Ray: Yes 6/28/11

Arthrograms: No Yes

Bone Scan: No Yes

CAT scan: No Yes

Height: 5'10" Weight: 165 BMI: OT

Occupation/Hobbies: Graphic designer

Referred By: DR. LEVIN

Age: 41

Date: 12/21/11

Examined in the presence of: (R)

Name: DOLBERG, PAUL

intermittent shooting pain

N/T intermittent ting + small

grip weakness & endurance

& therapy

(+) neuro-phys (+) from neuro

HAND SURGERY ASSOCIATES SC  
 37400 EAGLE WAY  
 CHICAGO, IL 60678-1374

ADDRESS SERVICE REQUESTED

SA11 1003 0004274 220004274

ADDRESSEE

>08428 2116426 001 092096  
 PAUL DULBERG  
 4606 HAYDEN  
 MCHENRY, IL 60050

IF PAYING BY MASTERCARD, OR VISA, FILL OUT BELOW.	
CHECK CARD USING FOR PAYMENT	
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
CARD NUMBER	VERIFICATION #
CARDHOLDER NAME	EXP. DATE
SIGNATURE	AMOUNT

REMIT TO

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
<b>Patient: Paul Dulberg</b>						
		Balance Forward	116.00			
		---- Balance Forward Total				116.00
<b>Provider: Sagerman, Scott D</b>						
<b>Voucher: 751730</b>						
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
<b>Voucher: 767730</b>						
05/14/12	99212	Office Outpt Est 10 Min	90.00			
		---- Visit Total				90.00
<b>Voucher: 841480</b>						
06/06/12	99214	Office Outpt Est 25 Min	171.00			
		---- Visit Total				171.00
<b>Voucher: 887630</b>						
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
<b>Provider: Biafora, Sam J</b>						
<b>Voucher: 818900</b>						
05/17/12	99213	Office Outpt Est 15 Min	116.00			
		---- Visit Total				116.00
<b>Voucher: 887640</b>						
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: Dulberg 004729 **Continued**

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	
<input type="checkbox"/> MASTERCARD 	<input type="checkbox"/> VISA 
CARD NUMBER	VERIFICATION #
CARDHOLDER NAME	EXP. DATE
SIGNATURE	AMOUNT

SA11 1003 0004274 220004274

██████████ ADDRESSEE ██████████

██████████ REMIT TO ██████████

PAUL DULBERG

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: Dulberg 004730 8791.00

# Account Summary

## Hand Surgery Associates SC

Account: 80330 Paul Dulberg 4606 Hayden Ct McHenry, IL 60051  Home: 847 497-4250 Work: Cell:  Account Type: LITIGATI    Stmt? Y    Dun? Y	<b>Self:</b>  <b>Insur:</b>  <b>Collect:</b>	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	9384.00 0.00 0.00	9384.00 0.00 0.00
<b>Unassigned:</b> 0.00						
<b>Total Balance:</b> 9384.00						

Last Stmt: 08/08/2014 9384.00    Last Pmt: 04/18/2014 20.00

Patient: 80330 Paul Dulberg    DOB: 03/19/1970    Sex: M    1st Service: 02/27/2012    Last Service: 10/11/2013  
 Self Pay Insurance    Cert:    Grp:    Sub: Paul Dulberg

Voucher	Service Date	Original Bill Date	Patient No. & Name Payor	Location	Actual Provider	Pract	Charges	Pmts & Adjs	Net Due	Age
841480	06/06/2012	07/11/2012	80330 Paul Dulberg Self-Pay	HSAAH	SDS	HSASC	171.00	118.00	53.00	762
	06/06/2012		Proc: 99214    Office Outpt Est 25 Min			Diag: 354.2		Units: 1 Charge:	171.00	
	10/31/2013		Ref: receipt # 16612 v    Self Pay Credit Card Payment				18.00			
	11/19/2013		Ref: Receipt #16722    Self Pay Credit Card Payment				20.00			
	12/31/2013		Ref: receipt #16865    Self Pay Credit Card Payment				20.00			
	01/29/2014		Ref: receipt #15978    Self Pay Credit Card Payment				20.00			
	02/27/2014		Ref: Receipt #16144    Self Pay Credit Card Payment				20.00			
	04/18/2014		Ref: Receipt #15597    Self Pay Credit Card Payment				20.00			
887630	07/09/2012	08/10/2012	80330 Paul Dulberg Self-Pay	NWCH	SDS	HSASC	6671.00	0.00	6671.00	732
	07/09/2012		Proc: 64718    Neurp&Tnpos Ur Nrv Elbw			Diag: 354.2		Units: 1 Charge:	3318.00	
	07/09/2012		Proc: 64708    Neurp Major Prph Nrv Arm/Leg Oth/Thn Spe			Diag: 955.2		Units: 1 Charge:	3353.00	
887640	07/09/2012	08/10/2012	80330 Paul Dulberg Self-Pay	NWCH	SJB	HSASC	1667.00	0.00	1667.00	732
	07/09/2012		Proc: 64718A    Neurp&Tnpos Ur Nrv Elbw			Diag: 354.2		Units: 1 Charge:	829.00	
	07/09/2012		Proc: 64708A    Neurp Major Prph Nrv Arm/Leg Oth/Thn Spe			Diag: 955.2		Units: 1 Charge:	838.00	
919100	08/27/2012	09/13/2012	80330 Paul Dulberg Self-Pay	HSAVH	SDS	HSASC	50.00	0.00	50.00	698
	08/27/2012		Proc: 99024    Po F-Up Vst Related To Original Px			Diag: 354.2		Units: 1 Charge:	0.00	
	08/27/2012		Proc: 91    Protector Heel Or Elbow Each			Diag: 354.2		Units: 1 Charge:	50.00	
1020590	10/22/2012	12/07/2012	80330 Paul Dulberg Self-Pay	HSAVH	SDS	HSASC	116.00	0.00	116.00	613
	10/22/2012		Proc: 99213    Office Outpt Est15 Min			Diag: 354.2		Units: 1 Charge:	116.00	
1025240	12/03/2012	01/10/2013	80330 Paul Dulberg Self-Pay	HSAVH	SDS	HSASC	282.00	0.00	282.00	579
	12/03/2012		Proc: 99213    Office Outpt Est15 Min			Diag: 726.32		Units: 1 Charge:	116.00	
	12/03/2012		Proc: 73080    Radex Elbw Compl Minimum 3 Views			Diag: 726.32		Units: 1 Charge:	166.00	
1076080	01/14/2013	02/08/2013	80330 Paul Dulberg Self-Pay	HSAVH	SDS	HSASC	90.00	0.00	90.00	550
	01/14/2013		Proc: 99212    Office Outpt Est 10 Min			Diag: 354.2		Units: 1 Charge:	90.00	
1208470	03/25/2013	04/10/2013	80330 Paul Dulberg Self-Pay	HSAVH	SDS	HSASC	90.00	0.00	90.00	489
	03/25/2013		Proc: 99212    Office Outpt Est 10 Min			Diag: 354.2		Units: 1 Charge:	90.00	
1345580	07/08/2013	08/09/2013	80330 Paul Dulberg Self-Pay	HSAVH	SDS	HSASC	275.00	0.00	275.00	368
	07/08/2013		Proc: 99213    Office Outpt Est15 Min			Diag: 719.42		Units: 1 Charge:	116.00	
	07/08/2013		Proc: 20605    Arthrocnts Aspir&Njx Intrm Jt/Bursa			Diag: 726.32		Units: 1 Charge:	159.00	
1400320	08/26/2013	09/11/2013	80330 Paul Dulberg Self-Pay	HSAVH	SDS	HSASC	90.00	0.00	90.00	335
	08/26/2013		Proc: 99212    Office Outpt Est 10 Min			Diag: 719.42		Units: 1 Charge:	90.00	

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 MICHAEL V. BIRMAN, M.D.

DONNA J. KERSTING, MBA  
 EXECUTIVE DIRECTOR

February 29, 2012

FRANK SEK, M.D.  
 4606 W. ELM STREET  
 MC HENRY, IL 60050

RE: PAUL DULBERG  
 OY: 02/27/2012

Dear Dr. Sek:

On February 27, 2012, I evaluated your patient, Mr. Paul Dulberg, concerning his right arm. He sustained a laceration of his forearm from a chainsaw accident on June 28, 2011. He developed symptoms of numbness in the small finger with weakness. He was treated with therapy. He had an EMG test and MRI scan.

**PAST MEDICAL HISTORY:** Remarkable for arthritis and cervical disc disease

**MEDICATIONS:** Naproxen, Tramadol, Cyclobenzoprine, Flexetine.

**PHYSICAL EXAMINATION:** The right forearm shows a 7 cm. transverse scar at the ulnar aspect of the mid forearm. There is local tenderness and sensitivity to percussion with a positive Tinel sign and paresthesias radiating into the small finger. There is also sensitivity at the cubital tunnel region. Wrist and elbow motion are unrestricted. There is no visible atrophy. He is unable to adduct the small finger. Flexion strength is grossly normal. Sensation is decreased to light touch in the small finger only with inconsistent two point discrimination.

**X-RAY EXAMINATION:** Outside films of the right forearm from June 20, 2011, were reviewed. There is no fracture or foreign body.

**MRI films of the right forearm from February 3, 2012 were reviewed. No abnormality is seen.**

A nerve conduction study by Dr. Levin from August 10, 2011 shows no evidence of diffuse neuropathy.

*Sparsely Nerve damage.*  
**IMPRESSION:** Right forearm laceration with probable partial ulnar nerve injury.

**TREATMENT PLAN:** I explained the diagnosis. For further evaluation, the patient was referred for additional electrodiagnostic testing including an EMG.

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February 29, 2012  
Re: Paul Dulberg  
Page Two

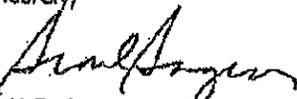
Occupational therapy reports were reviewed.

I explained the potential indication for surgery for nerve exploration, pending review of the electrical study.

He will follow-up after the EMG. Work status is no restriction.

If you have any further questions regarding Mr. Paul Dulberg, please feel free to contact me.

Sincerely,



Scott D. Sagerman, M.D.

SDS/sld  
Cc: Karen Levin, MD

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Patient ID:                      80330  
Patient Name:                  PAUL DULBERG  
Date of Birth:                  03/19/1970  
Date of Service:                04/02/2012

**CHART NOTE:**

The patient was in the office today for evaluation of the right hand. He reports no change in his symptoms.

He had an EMG test by Dr. Levin, and the report from March 13, 2012 shows no evidence for neuropathy. The EMG portion showed no denervation, and ulnar nerve conduction was within normal limits.

**PHYSICAL EXAMINATION:** The right forearm scar is stable and nontender. There is sensitivity to percussion with a positive Tinel sign at the ulnar aspect of the scar. Adduction of the small finger remains limited consistent with a positive Wartenberg's sign.

**TREATMENT PLAN:** I explained the findings of the EMG test. Treatment options were given. He does not wish to pursue any surgery at this time.

A therapy referral was given for strengthening exercises and scar management.

**NEXT VISIT:** Six weeks or PRN.

**ACTIVITY/WORK STATUS:** Unrestricted.  
Scott D. Sagerman, MD./all

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MICHAEL V. BIRMAN, M.D.

Patient ID:                      80330  
Patient Name:                  PAUL DULBERG  
Date of Birth:                  03/19/1970  
Date of Service:                05/14/2012

## CHART NOTE:

The patient was in the office today for evaluation of the right arm. He reports persistent pain with use of his arm, especially gripping activities. He has had additional therapy which has been beneficial. He reports no change in his symptoms of numbness which is not bothersome. However, his function is limited due to his pain symptoms.

PHYSICAL EXAMINATION: The right forearm scar is tender at the ulnar aspect with a positive Tinel sign and local sensitivity. Composite finger flexion is full. There is no triggering or locking, there is no clawing. Wartenberg sign is positive. Intrinsic strength is slightly weak.

TREATMENT PLAN: I reviewed the diagnosis and treatment options. The possible surgical indication for ulnar nerve neurolysis was discussed. Before deciding on surgery, the patient will contact Dr. Levin for discussion of medication to address his nerve-related pain symptoms.

He will also see Dr. Biafora for a second opinion regarding possible surgical intervention.

NEXT VISIT: 5/17/2012 with Dr. Biafora.

ACTIVITY/WORK STATUS: Unrestricted.  
Scott D. Sagerman, MD./ail

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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: 05/17/2012


**CHART NOTE:**

The patient was seen in the office today for evaluation of the right upper extremity. Mr. Dulberg is a patient of Dr. Sagerman's who presents today for a second opinion, referred by Dr. Sagerman. Briefly, Mr. Dulberg is a 41 year old, right hand dominant male who on June 28, 2011 sustained a chain saw injury to the right forearm. The patient states that he was told he had a partial nerve injury in the emergency room. Today, he reports some weakness in his right hand. He reports numbness in his right small and ring fingers at rest with occasional tingling. He also reports occasional shooting, burning type pain which radiates both proximally and distally from the area of the injury in the proximal forearm. This occurs several times a day at rest and more predictably with use. He denies any previous injuries. He has undergone electrodiagnostic tests in the recent past. He was recently seen by Dr. Levin a few days ago and has been taking Neurontin over the past couple of days. The patient is currently applying for disability, secondary to his injury as he states that he is unable to perform his previous work activities.

PAST MEDICAL HISTORY: Arthritis, migraine headaches.

PAST SURGICAL HISTORY: Ulnar nerve decompression at the elbow with anterior transposition.

MEDICATIONS: Neurontin, Naproxen, Flexline, Tramadol, Cyclobenzoprine.

ALLERGIES: No known drug allergies.

SOCIAL HISTORY: He smokes one pack of cigarettes per day.

PHYSICAL EXAM: Examination of the right upper extremity - elbow motion is from 0 to 140 degrees with full forearm rotation which is painless. There is a positive Tinel at the cubital tunnel through to approximately several centimeters distal to this. There is a transverse swelling and a healed scar, several millimeters in length in the proximal third of the forearm on the ulnar side. There is a positive Tinel over the scar 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. The Tinel over the most volar and radial aspect of the scar radiates into the ulnar digits. Moving two point discrimination in the small finger is 6-7 mm. There appears to be good strength to first dorsal

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Patient ID: 80330  
 Patient Name: PAUL DULBERG  
 Date of Birth: 03/19/1970  
 Date of Service: 05/17/2012

interosseous testing. Negative Froment's sign. Positive Wartenberg's. Full digital motion. He has good strength to DIP flexion of the small and ring fingers. There is pain at the scar on its most dorsal and ulnar border with resisted DIP flexion of the small finger. FCU function also appears to be intact, also eliciting pain at the scar. Electrodiagnostic studies dated March 13, 2012 has been reviewed.

ASSESSMENT: Approximately one year status post right forearm laceration with likely partial ulnar nerve injury, with ulnar nerve neuritis. \*

PLAN: The nature of the patient's condition has been explained in detail. All of his questions were answered. The patient may benefit from an ulnar nerve exploration with neurolysis. I would recommend this also include a cubital tunnel decompression with possible anterior transposition. He understands that this will not likely improve the motor deficits in his hand, however, it may improve the pain to his forearm. An ulnar nerve repair of a partial laceration is unlikely at this point. He also has a separate and distinct tenderness in the most dorsal ulnar aspect of the wound. He may require exploration of this portion of the scar as well. The patient would like some time to think about this. He will continue to be treated with the Neurotin under the neurologist. He will follow-up with Dr. Sagerman in four weeks.

NEXT VISIT: Four weeks.

ACTIVITY/WORK STATUS: Unrestricted.  
 Sam J. Biafora, MD/sjd

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MICHAEL V. BIRMAN, M.D.

Patient ID:                      80330  
Patient Name:                      PAUL DULBERG  
Date of Birth:                      03/19/1970  
Date of Service:                      06/06/2012

**CHART NOTE:**

The patient was in the office today for evaluation of the right elbow. He reports no change in his symptoms despite medication. He has side effects from the medication which interfere with functioning. He would like to proceed with surgery which was discussed with Dr. Biafora previously. He had additional therapy, but this was discontinued due to lack of progress.

**PHYSICAL EXAMINATION:** Examination of the right elbow and forearm is unchanged. A positive Tinel sign is present at the cubital tunnel without ulnar nerve subluxation. The forearm scar is stable with tenderness and sensitivity to percussion. He indicates pain with gripping activities localized to the forearm region and resulting in increased numbness in his ring and small fingers with weakness of his grip.

**TREATMENT PLAN:** I reviewed the diagnosis and treatment options. The surgical indication was discussed. Informed consent was obtained for the procedure. He understands the risks, benefits and possible complications of surgery as well as the expected outcome. The prognosis is guarded in terms of symptom improvement. However, he feels that any improvement in symptoms would be beneficial in terms of his arm functioning.

He was advised to contact the neurologist to report his symptoms associated with the use of Neurontin medication. Medical clearance will be obtained from his primary care physician before surgery is scheduled.

**NEXT VISIT:** After surgery.

**ACTIVITY/WORK STATUS:** Unrestricted.  
Scott D. Sagerman, MD./all

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Patient ID:                      80330  
Patient Name:                      PAUL DULBERG  
Date of Birth:                      03/19/1970  
Date of Service:                      07/11/2012

**CHART NOTE:**

The patient was in the office today for evaluation of the right arm. He is doing Ok. No problems after surgery. His pain is controlled.

**PHYSICAL EXAMINATION:** The right elbow and forearm incisions are clean. Sutures are in place. Minimal swelling. No drainage. No sign of infection. Circulation and sensation are intact distally.

**TREATMENT PLAN:** Operative findings were reviewed. Dressing was reapplied. Infection precautions were explained. Activity restrictions were given.

A therapy referral was provided for range-of-motion exercises and edema control measures. A padded elbow sleeve was applied for protection.

Follow up in two weeks for suture removal.

**NEXT VISIT:** Clinical 7/23/2012. Dr. Sagerman in Vernon Hills office 7/30/2012.

**ACTIVITY/WORK STATUS:** Off work.  
Scott D. Sagerman, MD./all

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MICHAEL V. BIRMAN, M.D.

Patient ID: 80330  
Patient Name: PAUL DULBERG  
Date of Birth: 03/19/1970  
Date of Service: 07/23/2012

**CLINIC NOTE:**

The patient was seen for a clinic visit today for evaluation of right forearm/elbow.

The patient states he is doing Ok.

All dressings are removed, and Steri-strips are applied.

NEXT VISIT: 7/30/2012 with Dr. Sageman in the Vernon Hills office.

ACTIVITY/WORK STATUS: Off work.  
Clinic Staff/all

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MICHAEL V. BIRMAN, M.D.

Patient ID: 80330  
 Patient Name: PAUL DULBERG  
 Date of Birth: 03/19/1970  
 Date of Service: 07/30/2012

**CHART NOTE:**

The patient was in the office today for evaluation of the right forearm/elbow. He is doing well. His arm feels better. His hand function has increased, and he feels that his symptoms have improved since the surgery was performed.

**PHYSICAL EXAMINATION:** The right elbow and forearm incisions are healed. Scarring is stable. There is mild diffuse swelling adjacent to the forearm scar but no erythema, warmth or tenderness. Wrist, elbow and finger motion are satisfactory. Sensation is intact in all distributions. He indicates improved independent finger flexion in comparison to the preoperative function.

**TREATMENT PLAN:** I reviewed the operative findings. He will continue supervised therapy and home exercises, including light strengthening and scar management. A forearm sleeve will be prescribed for edema control.

Activity restrictions were reviewed. Follow up in one month.

**NEXT VISIT:** One month.

**ACTIVITY/WORK STATUS:** Restricted. Limited forceful gripping. No lifting/pushing/pulling.  
 Scott D. Sagerman, MD./all

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MICHAEL V. BIRMAN, M.D.

Patient ID: 80330  
Patient Name: PAUL DULBERG  
Date of Birth: 03/19/1970  
Date of Service: 08/27/2012

**CHART NOTE:**

The patient was in the office today for evaluation of the right elbow. He is doing ok. His elbow is sore. He is participating in therapy. His progress is satisfactory. His grip strength has increased. His hand function has improved.

**PHYSICAL EXAMINATION:** The right elbow and forearm scars are stable. There is mild tenderness over the forearm scar at the ulnar aspect. There is no sign of infection. Elbow and wrist motion are unrestricted. There is no ulnar nerve subluxation. Intrinsic strength is increased. Sensation is intact in all distributions.

**TREATMENT PLAN:** The therapy progress report from August 21 2012 was reviewed. Additional therapy was prescribed, including scar management and strengthening. Continued improvement is expected over time.

He may advance activities as tolerated in conjunction with therapy. Follow-up six weeks. Work status is limited forceful gripping and no lifting/pushing/pulling.

**NEXT VISIT:** Six weeks.

**ACTIVITY/WORK STATUS:** Restricted. Limited forceful gripping and no lifting/pushing/pulling.  
Scott D. Sagerman, MD./sld

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 MICHAEL V. BIRMAN, M.D.

Patient ID:                    80330  
 Patient Name:                PAUL DULBERG  
 Date of Birth:                03/19/1970  
 Date of Service:             10/22/2012

**CHART NOTE:**

The patient was in the office today for evaluation of the right arm. He is feeling better. His function has improved. He had additional therapy with gains in his strength. The sensation in his fingers has improved. He is pleased that he can now grasp objects better than he did before surgery. He still has some difficulty with certain activities involving gripping and pinching small objects. 

**PHYSICAL EXAMINATION:** The right elbow and forearm scars are stable and nontender. There is no sensitivity at the cubital tunnel. There is no ulnar nerve subluxation. He still has tenderness at the dorsal aspect of the forearm scar but less pain with gripping activities. His maximum grip strength was 112 pounds, according to the most recent therapy measurement.

**TREATMENT PLAN:** The patient will continue home exercises as previously directed by the therapist. He may advance activities with use of his right arm as tolerated. Continued improvement in strength is expected over time.

We discussed his work activities. He is currently unemployed and plans to pursue disability.

**NEXT VISIT:** Six weeks.

**ACTIVITY/WORK STATUS:** Restricted. Limited forceful gripping. Limited lifting/pushing/pulling.  
 Scott D. Sagerman, MD./all

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 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.  
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MICHAEL V. BIRMAN, M.D.

Patient ID: 80330  
Patient Name: PAUL DULBERG  
Date of Birth: 03/19/1970  
Date of Service: 01/14/2013

**CHART NOTE:**

The patient was in the office today for evaluation of the left arm. He is doing ok. He is participating in therapy. His symptoms have improved.

**PHYSICAL EXAMINATION:** Examination of the left elbow shows tenderness at the lateral epicondyle which is improved. Range of motion is improved. There is slight pain with resisted wrist extension. There is no crepitus. The skin is intact.

**TREATMENT PLAN:** He will continue therapy and home exercises for epicondylitis protocol. Activity modifications reviewed. A counterforce forearm brace may also be tried in conjunction with the therapy program.

Follow-up one month. Work status is limited forceful gripping; limited lifting/pushing/pulling.

**NEXT VISIT:** One month.

**ACTIVITY/WORK STATUS:** Restricted. Limited forceful gripping; limited lifting/pushing/pulling.  
Scott D. Sagerman, MD./sld

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SAM J. BIAFORA, M.D.  
AJAY K. BALARAM, M.D.

Patient ID: 80330  
Patient Name: PAUL DULBERG  
Date of Birth: 03/19/1970  
Date of Service: 03/25/2013

**CHART NOTE:**

The patient was in the office today for evaluation of left elbow. He is doing well. His elbow feels better following therapy.

He has intermittent soreness in his right forearm area.

**PHYSICAL EXAMINATION:** The left elbow shows minimal tenderness at the lateral epicondyle. The skin is intact. Range of motion is full. There is slight pain with resisted wrist extension. There is no weakness.

The right forearm scar is stable. There is mild sensitivity at the most ulnar aspect.

**TREATMENT PLAN:** He will continue therapy and home exercises for the left elbow epicondylitis protocol. Continued improvement is expected over time. It does not appear that any invasive treatment is needed.

For the right forearm scar, a padded elbow sleeve was provided for protection.

He may return for follow up on an as-needed basis if symptoms worsen.

**NEXT VISIT:** PRN.

**ACTIVITY/WORK STATUS:** Restricted. Limited forceful gripping. Limited lifting/pushing/pulling.  
Scott D. Sagerman, MD./all

PHONE: 847-956-0093 FAX: 847-956-0433  
515 W. ALGONQUIN ROAD, SUITE 120 ARLINGTON HEIGHTS, IL 60005  
ALSIP BOUNGBROOK CHICAGO COUNTRYSIDE  
EMHURST GLENVIEW OAKLAWN VERNON HILLS

WWW.HSASC.COM

**History & Physical Report #2****Paul Dulberg**

8/26/2013 10:57 AM

Location: VH Office

Patient #: 80330

DOB: 3/19/1970

Undefined / Language: English / Race: Undefined

Male

History of Present Illness (Scott D Sagerman, MD; 8/29/2013 5:01 PM)

The patient is a 43 year old male presenting for a follow up visit. The patient is improving (Still complains of intermittent right forearm muscle cramping).

Physical Exam (Scott D Sagerman, MD; 8/26/2013 11:15 AM)

The physical exam findings are as follows:

Note: left elbow shows the tenderness in the lateral condyle region. Skin is intact. Range of motion full. No pain with resisted wrist extension. No joint crepitus.

right forearm scar is stable with no focal tenderness or sensitivity. He describes intermittent muscle spasms with the discomfort despite medication.

Assessment &amp; Plan (Scott D Sagerman, MD; 8/29/2013 5:00 PM)

Lateral Epicondylitis (Tennis Elbow) (726.32)

Story: Left

Current Plans

- | Treatment options explained
- | Therapy notes reviewed / discussed with patient
- | Patient instructed to continue home exercise program. When morning stiffness has resolved, then home exercises may be discontinued.
- | Activity restrictions discussed
- | Follow up as needed
- | Return to Work Date: 08/26/13

Work status discussed with patient and written statement was provided.

Unrestricted  Restricted Therapy:  Yes  No

- Keep wound clean & dry  No overhead use  No lifting / pushing / pulling
- No use of affected hand / arm  Limited overhead use
- Limited lifting / pushing / pulling          #
- Wear Splint / Sling / Cast  No forceful gripping  No gym / sports
- Sedentary  Limited forceful gripping

Other:

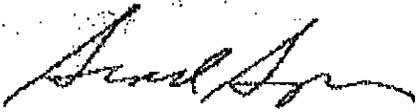
PAIN IN JOINT, FOREARM / ELBOW (719.43)

Story: right

Current Plans

Referral to Neurology, Dr Kathleen Kurjawa

Note: the patient's neurologist suspects possible dystonia. Referral suggested for evaluation and medical treatment. Discussed with Dr. Levin.



Signed electronically by Scott D Sagerman, MD (8/29/2013 5:01 PM)

10

NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS

MLS: 55223  
DD: Mon Jul 09 17:36:30 2012 EST  
DT: Tue Jul 10 02:03:22 2012 EST  
JN: 51418590

DSC OPERATIVE REPORT

DATE OF OPERATION: 07/09/2012

PREOPERATIVE DIAGNOSES:

- 1. Right cubital tunnel syndrome.
- 2. Right ulnar nerve injury at the forearm.

POSTOPERATIVE DIAGNOSES:

- 1. Right cubital tunnel syndrome.
- 2. Right ulnar nerve injury at the forearm.

PROCEDURES:

- 1. Right cubital tunnel release.
- 2. Right ulnar neurolysis at the forearm.

SURGEON: Scott Sagerman, MD.

ASSISTANT: Sam Biafora, MD.

ANESTHESIA: Regional block.

COMPLICATIONS: None.

TOURNIQUET TIME: 1 hour.

FINDINGS: The right cubital tunnel showed thickening of the cubital tunnel ligament with scarring of the ulnar nerve to the floor of the cubital tunnel and local constriction. The nerve also appeared constricted at the flexor pronator aponeurosis at the distal aspect of the cubital tunnel. Also, a thick arcade of Struthers was present proximal to the cubital tunnel, though the ulnar nerve was not visibly constricted at this level.

The right forearm, the site of the previous chainsaw laceration revealed extension to the subcutaneous tissue and fascia overlying the flexor carpi ulnaris muscle. A piece of retained absorbable suture material was present. The muscle fibers were in intact. The ulnar nerve was intact beneath the muscle belly. There was no visible scarring around the ulnar nerve at this level.

DESCRIPTION OF PROCEDURE: Informed consent was obtained from the patient. Prophylactic IV antibiotic was given. He received medical clearance from his primary care physician. Regional block anesthetic was administered by the

DULBERG, PAUL

071265382

0001307925

Room#:

Scott D Sagerman, MD

DSC OPERATIVE REPORT Page 1 of 2

cc: Sam Biafora, MD

DSC OPERATIVE REPORT, continued

NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS

anesthesiologist in the right upper extremity. The right arm was prepped and draped sterilely. A sterile tourniquet was applied to the right upper arm, and it was elevated following exsanguination of the limb.

A longitudinal incision was made over the posteromedial aspect of the right elbow centered at the cubital tunnel. Under loupe magnification, the subcutaneous tissue was dissected. Superficial veins were ligated with bipolar cautery. A branch of the medial antebrachial cutaneous nerve was identified. This was gently retracted safely and protected. The fascia was incised proximal to the cubital tunnel, and the ulnar nerve was visualized. The cubital tunnel ligament was divided and completely released. The flexor pronator aponeurosis was also incised and released, and the nerve was dissected distally into the musculature where motor branches were identified. The release was then carried proximally, and the arcade of Struthers was divided and completely released. The ulnar nerve was inspected. The nerve was mobilized from adhesions with gentle blunt dissection. Nerve gliding was checked and found to be satisfactory. The ulnar nerve was stable at the cubital tunnel. The field was irrigated with antibiotic solution. The subcutaneous tissue was reapproximated with buried Vicryl sutures, and the skin edges were reapproximated with nylon sutures.

Attention was then directed to the forearm scar. A longitudinal incision was made over the ulnar aspect of the mid forearm centered at the site of the scar. Under loupe magnification, the subcutaneous tissue was dissected. The fascia was visualized. Superficial vein was ligated with bipolar cautery. The dermis was elevated off of the scarred fascia with blunt dissection. The retained suture material was removed. The muscle fibers were visualized and found to be in continuity. The ulnar nerve was exposed in the interval between the flexor digitorum and flexor carpi ulnaris muscle bellies. The nerve was dissected proximal and distal from the region of the laceration. The nerve was completely intact at this level with no visible scarring or adhesions. The field was irrigated with antibiotic solution. The subcutaneous tissue was reapproximated with buried Vicryl sutures, and the skin edges were reapproximated with nylon sutures.

A sterile bulky gauze dressing was applied. The tourniquet was deflated. Circulation returned to the right arm with normal capillary refill distally. The patient was transported to recovery in stable condition. He tolerated the procedure well. There were no complications. An arm sling was applied for protection.

DULBERG, PAUL  
071265382  
0001307925

Room#:

Scott D Sagerman, MD

DSC OPERATIVE REPORT Page 2 of 2

cc: Sam Biafora, MD

DULBERG, PAUL

071265382

0001307925

Room#:

Scott D Sagerman, MD

DSC OPERATIVE REPORT Page 2 of 2

cc: Sam Biafora, MD

Authenticated and Edited by Scott Sagerman MD On 7/10/12 11:58:39 AM

TYPE OF BILL	DATE OF BILL	DATE OF PREV. BILL	NORTHWEST COMMUNITY HOSPITAL 800 W CENTRAL ARLINGTON HTS, IL 847 618-4747 FBI # 362340313				60005-2349	HOSP. NO.
CYCLE	07/15/12						BIRTH-DATE	03/19/70
PATIENT NAME			PATIENT NUMBER	SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAYS
DULBERG, PAUL R			71265382	M	32	07/09/12		
GUARANTOR NAME AND ADDRESS	INSURANCE COMPANY NAME		GROUP NUMBER	POLICY NUMBER				
PAUL R DULBERG 4606 HAYDEN COURT MCNENNY IL 60051	1 SELF-PAY			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 B10		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	PLEASE REFER TO PATIENT NUMBER ON ALL INQUIRIES AND CORRESPONDENCE.	71265382	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.	PAY THIS AMOUNT	6366.00
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NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HTS, IL

IWC DAY SURGERY CENTER 175 W KIRCHOFF ARLINGTON HT IL 600052349 1476184747		NORTHWEST COMMUNITY HOSP 90 BOX 95865 CHICAGO IL 60699		PAY CITY 71265382 MED REC 0001307925		STATE 0831	
PATIENT NAME DULBERG, PAUL		PATIENT ADDRESS 4606 HAYDEN COURT		STATE IL		CITY 60051	
BIRTHDATE 13191970		ADMISSION DATE 070912		CONDITION CODES 01		STATE 60	
OCCURRENCE DATE		OCCURRENCE DATE		OCCURRENCE SPAN FROM THROUGH		OCCURRENCE SPAN FROM THROUGH	
AUTO OWNERS INS 6000 TALLGATE SUITE D ELGIN IL 60123		VALUE CODES AMOUNT		VALUE CODES AMOUNT		VALUE CODES AMOUNT	
REV CD	DESCRIPTION	ICPCS/AMB/HPMS CODE	SERV DATE	SERV AMTS	TOTAL CHARGES	NON-COVERED CHARGES	
402	ULTRASOUND	76942	070912	1	511.00		
490	AMBUL SURG	64718RT	070912	1	5855.00		
TOTALS					6366.00		
PAYER NAME AUTO OWNERS INS		HEALTH PLAN ID	REL INFO	PROR PAYMENT	EST AMOUNT DUE	1194782342	
INSURED'S NAME DULBERG, PAUL		INSURED'S UNIQUE ID	GROUP NAME	INSURANCE GROUP NO			
TREATMENT AUTHORIZATION CODES		DOCUMENT CONTROL NUMBER	EMPLOYER NAME				
3542	9552						
ADMIT DATE	PATIENT REASON FOR	OTHER PROCEDURE DATE	OTHER PROCEDURE DATE	OTHER PROCEDURE DATE	ATTENDING NPI	QUAL	1841383031
1449	070912				LAST	FIRST	SAGERMAN SCOTT
REMARKS		BICC B3261QA19031		OPERATING NPI 1841383031 QUAL 1GF54646			
PT - G SVC - DSC FC - P				LAST SAGERMAN FIRST SCOTT			
				OTHER NPI QUAL			
				LAST FIRST			
				OTHER NPI QUAL			
				LAST FIRST			

07/09/2012

12:02



NORTHWEST COMMUNITY HOSPITAL / DAY SURGERY CENTER

PATIENT FACE SHEET

PATIENT NUMBER 71265382	ADM. DATE 07/09/12	ADM. TIME 12:02	NRS ST	ROOM/BD	FCL S	TP/SVC G / DSC	REG BY RBAGG	CLN OD DSC	MEDICAL RECORD NO. 0001307925
PATIENT NAME AND ADDRESS DULBERG, PAUL R 4606 HAYDEN COURT MCHENRY, IL 60051			S.S. NUMBER XXX-XX-XXXX	AGE 42	DATE OF BIRTH 03/19/1970	SEX M	RACE 1	M/S S	PATIENT STATUS OA
CASE MGR			COMPLAINT/DX RIGHT ULNAR NEURITIS NCMG(Y)/Elec Ord(Q):	PHONE 847/497-4250	RELIGION NOP	ENTRY CD			

PRIMARY	NONE 7777 WINN ROAD SPRING GROVE, IL 60081 WORK PHONE 989/999-9999	DULBERG, PAUL 4606 HAYDEN COURT MCHENRY, IL 60051 HOME PHONE 847/497-4250	RELATIONSHIP ADULT CHILD
	SECONDARY		RELATIONSHIP

Ins 1: S99 SELF PAY Pol #: 00000 DULBERG 4606 HAYDEN COURT MCHENRY, IL 60050 Sub1: DULBERG, PAUL	Type:	Phn #: 847/497-4250 Grp #: 00000 SELF	COB: 1 Vfy: Y
Ins 2: Pol #: Sub2:	Type:	Phn #: Grp #:	COB: Vfy:
Ins 3: Pol #: Sub3:	Type:	Phn #: Grp #:	COB: Vfy:

ATTENDING PHYSICIAN:	009628	SAGERMAN, SCOTT D MD	ORH
PHYSICIAN GROUP:	628	HAND SURGERY ASSOC S.C.	
ADMITTING PHYSICIAN:	009628	SAGERMAN, SCOTT D MD	ORH
REF/FAMILY PHYSICIAN:		/ -	
PRIMARY CARE PHYSICIAN:		/ -	
LAST EPISODE ACTIVITY DATE: 06/11/12			

### Outpatient Coding Summary

Patient Name <b>DULBERG, PAUL R</b>		Sex <b>Male</b>	Birth Date <b>03/19/1970</b>	Age <b>42</b>	MR Number <b>0001307925</b>	Account Number <b>71265382</b>
Admit Date <b>07/09/12 12:02 PM</b>	Discharge Date <b>07/09/12 12:02 PM</b>	LOS <b>1</b>	Financial Class <b>Self Pay</b>		Disposition	
Attending Physician <b>SAGERMAN, SCOTT D MD</b>		Coder <b>Litty Vincent</b>		Patient Type <b>O/P Day Surgery Center (DSC)</b>		
Reason for visit						
3542 Lesion of ulnar nerve						
Secondary Diagnosis						
8552 Injury to ulnar nerve E9289 Unspecified environmental and accidental causes						
Procedures				Provider	Date	
0449 Peripheral nerve/ganglion decompression/lysis of adhesion				SAGERMAN, SCOTT D MD	07/09/12	
CPT Procedures and Modifiers				Provider	Date	
64718 -RT Neuroplasty and/or transposition; ulnar nerve at elb				SAGERMAN, SCOTT D MD	07/09/12	
APC	CPT	APC Text	APC Weight	APC Pct	APC Reimb	CMS Reimb
00220	64718	00220 Level I Nerve Procedures	18.88	1.00	1344.01	1075.21
APC Total Reimbursement <b>1344.01</b>			APC Total Weight <b>18.88</b>		Total CMS Reimbursement <b>1075.21</b>	
Bill Type <b>131</b>	Claim Type <b>Single day proc</b>	Claim Disposition <b>No edits on claim</b>		Condition Code <b>None of the above</b>		



**Outpatient Coding Summary**

Patient Name <b>DULBERG, PAUL R</b>		Sex <b>Male</b>	Birth Date <b>03/19/1970</b>	Age <b>42</b>	MR Number <b>0001307925</b>	Account Number <b>71265382</b>
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Procedures				Provider	Date	
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CPT/Procedures and Modifiers				Provider	Date	
64718 -RT Neuroplasty and/or transposition; ulnar nerve at elb				SAGERMAN, SCOTT D MD	07/09/12	
APC	CPT	APC Text	APC Weight	APC Pct	APC Reimb	CMS Reimb
00220	64718	00220 Level I Nerve Procedures	18.88	1.00	1344.01	1075.21
APC Total Reimbursement <b>1344.01</b>			APC Total Weight <b>18.88</b>		Total CMS Reimbursement <b>1075.21</b>	
Bill Type <b>131</b>	Claim Type <b>Single day proc</b>	Claim Disposition <b>No edits on claim</b>		Condition Code <b>None of the above</b>		



**AUTHORIZATION FOR PERIPHERAL NERVE BLOCK PLACEMENT**

A peripheral nerve block has been chosen by both your surgeon and anesthesiologist as a way to manage your pain after surgery. The following information outlines the type of block that has been indicated for your procedure. Your anesthesiologist, who is specially trained in performing this procedure, and is an independent practitioner and not an employee of Northwest Community Healthcare, will be placing the nerve block.

Though peripheral nerve blocks have a good safety record, all the listed blocks below have possible adverse effects of incomplete block, infection, bleeding, hematoma formation, adverse drug reaction, local anesthetic systemic toxicity, damage to nerve and/or surrounding structures. The duration of block may vary between patients and some motor and sensory deficits may last longer than expected.

Right  
**Brachial Plexus block**

This is performed to reduce post operative pain in the upper extremity. Possible specific adverse effects include but are not limited to dryness or numbness of the throat/facial region, hoarseness of the voice, redness of the eye, drooping of the eye lid, shortness of breath and rarely collapsed lung.

**Femoral, Sciatic, Popliteal nerve block(s)**

This is performed to reduce post operative pain in the lower extremity. This block(s) will reduce your sensation and muscle strength in your leg. You will be required to have a leg splint on at all times when standing or walking until full feeling and muscle strength has returned, otherwise a potential injury due to fall may occur.

**Lumbar Plexus block**

This is performed to reduce post operative pain in the hip and lower extremity. Possible specific adverse effects include but are not limited to hematoma of the retroperitoneal space, spread of local Anesthetic to epidural/subarachnoid space, hypotension, possible injury due to fall.

**Transversus Abdominis Plane Block (TAP block)**

This is performed to reduce post operative pain in the abdominal area. Possible adverse effects include inadvertent needle puncture of the peritoneal space or abdominal viscera, bowel hematoma.

**Other regional nerve blocks:** \_\_\_\_\_

With your signature, you have acknowledged that you have been informed of risks and benefits as well as expected outcomes for the post operative nerve block chosen for you. You are also confirming that you have read and fully understand the content of this authorization.

Patient Signature Paul Dulberg Date and Time 7/9/12 12:00  
Witness Signature [Signature] Date and Time 7/9/12 12:00

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD



**Northwest Community Hospital**  
Arlington Heights, IL 60005



1 4 6 7 5 C O N S N

**AUTHORIZATION FOR PERIPHERAL NERVE  
BLOCK PLACEMENT**

1. I hereby authorize S Sagerman

M.D. and whomever he may designate as physician, assistants, to administer such medical treatment, including blood transfusions, as he deems necessary and/or to perform upon Paul Dulberg the following procedure:

Right ulnar nerve decompression and transposition, neurolysis at forearm

(State Nature of Procedure(s) to be Performed)

and if any unforeseen condition arises in the course of the procedure calling, in his judgment, for procedures in addition to, or different from, those now contemplated, I further request and authorize him to do whatever he deems advisable.

2. My physician has explained the nature and purpose of the procedure, or blood transfusion, possible alternative methods of treatment, the risks involved, and the possibility of complications. I acknowledge that no guarantee or assurance has been made as to the results that may be obtained.

3. I consent to the administration of anesthesia and/or sedation to be applied by or under the direction of a qualified physician, and to the use of such anesthetics as he may deem advisable, and that the risks and benefits of anesthesia have been explained to me, with the exception of:

(A Blank Space or the Word "None" Indicates No Exceptions)

4. I consent to the disposal by authorities of Northwest Community Hospital of any tissues or parts which may be removed.

5. I consent to and authorize the photographing or televising of such operations and/or procedures, including appropriate portions of my body for medical, scientific or educational purposes, provided my identity is not revealed by the picture or by descriptive text accompanying them.

6. I consent to and authorize students in the health care professions and appropriate non-medical persons to be present during the above procedure.

7. The above physician, the anesthesiologist, if applicable, their assistants, and their physician groups are not employees or agents of the hospital, but are independent practitioners.

8. I certify that I have read and fully understand the entire contents of this authorization in proof of which I affix my signature below.

(WITNESS) [Signature]

(SIGNATURE OF PATIENT) Paul Dulberg

NOTE: If patient is a Minor or incompetent to give consent, complete the following:

(WITNESS) \_\_\_\_\_

(SIGNATURE OF PERSON AUTHORIZED TO CONSENT FOR PATIENT) \_\_\_\_\_

(WITNESS) \_\_\_\_\_

(RELATION TO PATIENT) \_\_\_\_\_

(DATE/TIME) 7/9/12 1230

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD



Northwest Community Hospital  
Northwest Community Day Surgery Center  
Arlington Heights, IL 60005



2 4 6 0 1 C O N S N  
AUTHORIZATION FOR SURGICAL TREATMENT OR  
DIAGNOSTIC OR MINOR PROCEDURES

Form No. 001.011-03/10-1-SD

1. Por medio de este documento autorizo al Doctor \_\_\_\_\_

y a quien él señale como médico, y asistentes, para que administren tratamiento médico, lo cual incluye transfusiones de sangre, si lo estima necesario, y /o practicar en \_\_\_\_\_ el siguiente procedimiento:  
(Indique nombre del paciente)

(Indique la naturaleza del procedimiento o procedimientos a ser practicado(s))

y, si surgiera alguna situación imprevista en el transcurso del procedimiento mencionado, yo pido y también le autorizo para que, a su criterio, aplique otros procedimientos que no hayan sido aquí considerados; y que proceda con lo que estime aconsejable.

2. Mi médico me ha explicado la naturaleza y el propósito del procedimiento, o transfusión de sangre, los métodos alternativos posibles del tratamiento, los riesgos que implica y la posibilidad de complicaciones. Declaro que ni garantía ni seguridad ha sido expresada acerca de los resultados que puedan ser obtenidos.

3. Consiento en que la administración de anestesia y/o sedación sea aplicada por o bajo la supervisión de un médico calificado, y que el uso de tales anestésicos será según el lo estime aconsejable, con la excepción de:

(Un espacio en blanco o la palabra "ninguna" indica que no hay excepciones)

4. Consiento en que las autoridades de Northwest Community Hospital dispongan de los tejidos o partes que hayan sido removidos.

5. Consiento y autorizo la toma de fotografías y las grabaciones televisivas de tales operaciones y/o procedimientos, lo cual incluye porciones apropiadas de my cuerpo con fines médicos, científicos o educacionales, siempre que mi identidad no sea revelada en las fotografías o en el texto que acompaña a éstas.

6. Consiento y autorizo que estudiantes de la profesión del cuidado de la salud, así como personal no-médico calificado, puedan estar presentes durante el procedimiento arriba mencionado.

7. El médico arriba mencionado, el anesthesiólogo, si es aplicable, sus asistentes y su grupo médico no son empleados ni agentes del hospital, pero son personal médico independiente.

8. Certifico que he leído y que comprendo completamente todo el contenido de esta autorización y, como prueba estampo mi firma aquí.

(TESTIGO)

(FIRMA DEL PACIENTE)

Si el paciente es menor de edad o está incapacitado para dar su consentimiento, complete la siguiente información:

(TESTIGO)

(FIRMA DE LA PERSONA AUTORIZADA PARA DAR CONSENTIMIENTO POR EL PACIENTE)

(TESTIGO)

(RELACION CON EL PACIENTE)

(FECHA/HORA)

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD



Northwest Community Hospital  
Northwest Community Day Surgery Center  
Arlington Heights, IL 60005

AUTORIZACIÓN PARA PROCEDIMIENTOS E  
DIAGNÓSTICO, TERAPÉUTICOS Ó QUIRÚRGICOS  
AUTHORIZATION FOR SURGICAL TREATMENT OR  
DIAGNOSTIC OR MINOR PROCEDURES (SPANISH)

Form No. 001.011-03/10-1-SD

NCH Item # 1143 (backer)

**DAY SURGERY CENTER PATIENTS**



I received the Day Surgery Center brochure by mail outlining my Patient Rights and Advance Directive options.

I have received a copy of the Patient Rights and Responsibilities.

**SHARING CONSENT**

- To comply with the Federal Privacy rules, we request that a spokesperson be identified by the patient to be the primary contact to receive updates about the patient's condition. An alternate spokesperson(s) may be selected in case the primary spokesperson is not available. It is a requirement that both primary and alternate spokespersons have the patient's permission to receive protected health information as it relates to his/her care.
- Information requests via the telephone will be given only to an identified spokesperson on this written document.

Physician may share information about my procedure with the following individuals:

Bark man \_\_\_\_\_  
 Name Relationship (Cell Phone Number)

\_\_\_\_\_  
 Name Relationship (Cell Phone Number)

Do not share routine information regarding my procedure

Responsible adult that will drive me home: \_\_\_\_\_

Same as above

My driver plans to stay in the immediate area (waiting room)- Pager number 42

My driver will pick me up when ready: \_\_\_\_\_  
Name and phone number for driver

Adult who will stay with me at home for 24 hours: \_\_\_\_\_

Notes: \_\_\_\_\_

Patient/Guardian Signature: Paul Dulberg Date: \_\_\_\_\_

**BLOCK**

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD



Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005



SHARING PATIENT INFORMATION FORM

UNIVERSAL CONSENT

LANGUAGE SERVICES  (please initial)

I understand that I have the right to a free interpreter.

English Speaking - No Interpreter Necessary.

I accept the interpreting services provided by the hospital.

Language

Name of

Requested: \_\_\_\_\_

Interpreter: \_\_\_\_\_

I refuse the interpreting services.

I request a friend or family member to interpret.

Refusal Signature: \_\_\_\_\_

Form read to patient by: \_\_\_\_\_

CONSENT FOR TREATMENT  (please initial)

I hereby consent to the administration and performance of all tests and treatments by members of the medical staff and personnel at Northwest Community Hospital, Northwest Community Day Surgery Center, and/or Northwest Community Medical Group ("NCH") which in the judgment of the physicians may be considered necessary or advisable for the diagnosis or treatment for the condition for which I am presenting myself. I understand that the practice of medicine and surgery is not an exact science and acknowledge that no guarantees have been made to me. I authorize NCH to request and receive information, including my medical record, from my treating physician(s) or agents.

DISCLOSURE STATEMENT  (please initial)

My care will be managed by physicians who are not employed by or acting as agents of NCH but have privileges at these facilities. My physician may decide to call in consultants who are also not employed by or agents of NCH and who practice in other specialties to provide care to me. To provide specialized services such as emergency medicine, radiology, radiation oncology, pathology and anesthesiology, NCH has entered into agreements with independent physician groups. The members of these groups are not employees or agents of NCH. My care may be managed by allied health professionals such as nurse anesthetists, physician assistants, advanced practice nurses and nurse midwives who are not employees or agents of NCH. I understand that NCH does not exercise any control or authority over any physician's professional or allied health professional's judgment, diagnosis or treatment decisions. I understand that my treating physicians may not participate in the same insurance plans as NCH, and that I will receive a separate bill for these physician services.

RELEASE OF RESPONSIBILITY FOR VALUABLES  (please initial)

I acknowledge that NCH **WILL NOT** be liable for any loss or theft of any personal property of mine, other than that which is deposited in the hospital safe, whether such loss or theft is caused by any patient, visitor, guest, agent or employee of NCH. I hereby release and exonerate NCH from any loss or theft of my personal property.

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD



Northwest Community Hospital  
Northwest Community Day Surgery Center  
Northwest Community Medical Group



24605CONSN

**ASSIGNMENT OF INSURANCE BENEFITS AND RELEASE OF RECORDS** P.C. (please initial)

I currently maintain insurance coverage which will reimburse the charges from NCH, my treating physicians, and any ambulance transport for medical care provided to me. In consideration of those services, I hereby assign, transfer and convey to NCH, my treating physicians, and any ambulance providers all of my rights, title and interest in my medical insurance for medical expense reimbursement, including, but not limited to adding dependent eligibility, and to have a policy continued or issued in accordance with the terms and benefits under any insurance policy continued or issued.

I hereby authorize the NCH and any physician or other healthcare provider who may treat me to release, for the purpose of billing and collecting, any and all pertinent information contained in my medical records, including HIV, to one another and/or their billing agents, and third party payors responsible for payment of patient charges including but not limited to insurance companies, health benefit plans, employers involved in approval of benefit claims, government agencies or intermediaries representing any of the above.

**PAYMENT GUARANTEE** P.C. (please initial)

I hereby assume full responsibility for and agree to pay all costs, charges and expenses incurred by me for the medical care provided by NCH and/or my treating physicians, whether as an inpatient or outpatient, unless I qualify for financial assistance or charity care. If my medical insurance coverage is not sufficient to satisfy such costs, charges and expenses in full, or I do not follow guidelines of my insurer and the resulting balance is not covered by the Assignment of Insurance Benefits, I will be fully responsible for payment of the balance.

**RECEIPT OF NOTICE OF PRIVACY PRACTICES** P.C. (please initial)

I acknowledge that I have received NCH's Notice of Privacy Practices. I understand that the notice describes the uses and disclosures of my protected health information by NCH and informs me of my rights with respect to my protected health information. For more information, please contact the Patient Advocate Office at 847.618.4390.

**RECEIPT OF CHARITY CARE/FINANCIAL ASSISTANCE BROCHURE** P.C. (please initial)

I acknowledge that I have received the NCH Charity Care/Financial Assistance brochure. For more information, please contact a Financial Counselor at 847.618.4542.

Upon signing this consent, I acknowledge that I have read and understand the foregoing and accept its terms.

Patient Signature Paul Dulberg

Date 7/9/12

If Patient under 18 years Parent or Guardian Signature \_\_\_\_\_

Date

If Patient unable to sign-Legal Representative \_\_\_\_\_

Relationship to Patient and reason Patient unable to sign \_\_\_\_\_

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD



Date of Service \_\_\_\_\_

NCH Employee Witness Signature ADago

Date \_\_\_\_\_

NCH Item # 24839 (backer)

UNIVERSAL CONSENT

LANGUAGE SERVICES [Signature] (please initial)

I understand that I have the right to a free interpreter.

[X] English Speaking - No Interpreter Necessary.

[ ] I accept the interpreting services provided by the hospital.

Language

Requested: \_\_\_\_\_

Name of

Interpreter: \_\_\_\_\_

[ ] I refuse the interpreting services.

[ ] I request a friend or family member to interpret.

Refusal Signature: \_\_\_\_\_

[ ] Form read to patient by: \_\_\_\_\_

CONSENT FOR TREATMENT [Signature] (please initial)

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RELEASE OF RESPONSIBILITY FOR VALUABLES [Signature] (please initial)

I acknowledge that NCH WILL NOT be liable for any loss or theft of any personal property of mine, other than that which is deposited in the hospital safe, whether such loss or theft is caused by any patient, visitor, guest, agent or employee of NCH. I hereby release and exonerate NCH from any loss or theft of my personal property.

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Northwest Community Hospital  
Northwest Community Day Surgery Center  
Northwest Community Medical Group



24605CONSN

UNIVERSAL CONSENT

**ASSIGNMENT OF INSURANCE BENEFITS AND RELEASE OF RECORDS** A.C. (please initial)

I currently maintain insurance coverage which will reimburse the charges from NCH, my treating physicians, and any ambulance transport for medical care provided to me. In consideration of those services, I hereby assign, transfer and convey to NCH, my treating physicians, and any ambulance providers all of my rights, title and interest in my medical insurance for medical expense reimbursement, including, but not limited to adding dependent eligibility, and to have a policy continued or issued in accordance with the terms and benefits under any insurance policy continued or issued.

I hereby authorize the NCH and any physician or other healthcare provider who may treat me to release, for the purpose of billing and collecting, any and all pertinent information contained in my medical records, including HIV, to one another and/or their billing agents, and third party payors responsible for payment of patient charges including but not limited to insurance companies, health benefit plans, employers involved in approval of benefit claims, government agencies or intermediaries representing any of the above.

**PAYMENT GUARANTEE** A.C. (please initial)

I hereby assume full responsibility for and agree to pay all costs, charges and expenses incurred by me for the medical care provided by NCH and/or my treating physicians, whether as an inpatient or outpatient, unless I qualify for financial assistance or charity care. If my medical insurance coverage is not sufficient to satisfy such costs, charges and expenses in full, or I do not follow guidelines of my insurer and the resulting balance is not covered by the Assignment of Insurance Benefits, I will be fully responsible for payment of the balance.

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Upon signing this consent, I acknowledge that I have read and understand the foregoing and accept its terms.

Patient Signature Paul Dulberg Date 7/9/12

If Patient under 18 years Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

If Patient unable to sign-Legal Representative \_\_\_\_\_

Relationship to Patient and reason Patient unable to sign \_\_\_\_\_

Date of Service \_\_\_\_\_

NCH Employee Witness Signature AP [Signature] Date \_\_\_\_\_

**DAY SURGERY CENTER PATIENTS**

I received the Day Surgery Center brochure by mail outlining my Patient Rights and Advance Directive options.

I have received a copy of the Patient Rights and Responsibilities.

**SHARING CONSENT**

- To comply with the Federal Privacy rules, we request that a spokesperson be identified by the patient to be the primary contact to receive updates about the patient's condition. An alternate spokesperson(s) may be selected in case the primary spokesperson is not available. It is a requirement that both primary and alternate spokespersons have the patient's permission to receive protected health information as it relates to his/her care.
- Information requests via the telephone will be given only to an identified spokesperson on this written document.

**Physician may share information about my procedure with the following individuals:**

<i>Barb</i>	<i>mom</i>	
Name	Relationship	(Cell Phone Number)

Name	Relationship	(Cell Phone Number)

**Do not share routine information regarding my procedure**

Responsible adult that will drive me home: \_\_\_\_\_

Same as above

My driver plans to stay in the immediate area (waiting room)- Pager number 42

My driver will pick me up when ready: \_\_\_\_\_  
Name and phone number for driver

Adult who will stay with me at home for 24 hours: \_\_\_\_\_

Notes: \_\_\_\_\_

Patient/Guardian Signature: *Paul Dulberg* Date: \_\_\_\_\_

*Block*

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD



Northwest Community Hospital  
Northwest Community Day Surgery Center  
Arlington Heights, IL 60005



SHARING PATIENT INFORMATION FORM

Form # 001.170-09/1 1-1-SD

Key Points to observe after hospital discharge:

- 1) Begin to take your oral pain medication when you start to have feeling in your operative limb. This will provide more effective pain relief than if you wait until the block wears off completely.
- 2) Start taking your home medications as directed by your family physician or surgeon.
- 3) You may notice a slight temperature difference between your "blocked" limb versus your other limbs. This is not unusual and is a normal occurrence for this type of anesthesia.

Upper Limb (Arm)

- 1) The nerve block will wear off in about 6 - 24 hours. Until then, your arm and shoulder area will be numb and weak. DO NOT lift or carry objects.
- 2) Limit your activities until full feeling and strength have returned to avoid injury due to altered sensation.
- 3) If given an arm sling, wear sling until you have feeling and muscle strength to control your arm or your surgeon tells you to remove it. This also is to prevent injury.

Lower Limb (Leg)

- 1) The nerve block will wear off in about 6 - 24 hours. Until then, your leg will be numb and weak. DO NOT try to bear weight on your leg or you might fall! When given a brace, wear it at all times that you are up and about, until your surgeon tells you otherwise.
- 2) Limit your activities until full feeling and muscle strength have returned to avoid injury due to altered sensation.
- 3) Use assistive devices such as crutches or a walker as ordered by your physician.

If you have redness or swelling at the injection site, metallic taste in your mouth, facial numbness or tingling, slurred speech, restlessness, or any question that is of concern please call the 847.618.7200 immediately and ask to talk to an anesthesiologist.

Paul Dulberg  
Patient/Patient Rep Signature

[Signature] 7/11/12  
Nurse Signature Date and Time 540

DULBERG, PAUL R  
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DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD



Northwest Community Hospital  
Arlington Heights, IL 60005



Regional Anesthesia/ Single Block Injection  
Discharge Instruction Sheet

NCH Item # 56906

Original - Chart

Photocopy - Patient

Form # 005.789-12/11-1-PS

You are urged to carefully follow these instructions. Following anesthesia you may experience lightheadedness, dizziness, and sleepiness.

**YOU MUST HAVE A RESPONSIBLE ADULT TO TAKE YOU HOME AND STAY WITH YOU FOR THE FIRST 24 HOURS.**

**ACTIVITY:**

- The first 24 hours after surgery/procedure
  - NO operating of power/heavy equipment.
  - NO driving a motor vehicle.
  - NO activities that require judgment decisions.
  - NO work or school.
- REST at home. Limited activity as tolerated. No heavy lifting.
- No weight bearing.  Weight bearing as tolerated with crutches/walker/surgical shoe as discussed.
- Keep operative site elevated. (R) arm
- Fall prevention discussed.  May shower on \_\_\_\_\_
- May return to work on \_\_\_\_\_

**DIET:**

- Clear liquids for 24 hours, then advance to soft diet then regular diet.
- Resume normal diet  as tolerated  after \_\_\_\_\_
- Do not drink alcoholic beverages including beer or wine for 24 hours.

**MEDICATIONS:**

Pain medication containing codeine or other narcotics may produce some loss of judgment and/or coordination. If you are taking such medication, please adhere to the following instructions:

- Do not drive a motor vehicle; operate power tools or machinery while taking this medication.
- Do not drink alcoholic beverages (including beer and wine) while taking pain medication.
- Medication reconciliation sheet discussed and given to patient.

**IMPORTANT: Call your physician promptly for the following:**

- Signs of infection at operative area(s) and/or IV site: fever >101 or chills, pus or foul smelling drainage, redness or swelling at site, severe pain.
- Any abnormal bleeding  Heart palpitations  New or unusual pain
- Persistent nausea and vomiting  Rash
- If your extremity looks pale or blue, becomes swollen, or you feel a change in sensation.

If you are unable to contact your physician/surgeon and feel that your symptoms require a physician's attention, call or go directly to the nearest emergency department or call 911.

**GYNECOLOGY / UROLOGY**

- Avoid sexual intercourse as instructed by your physician for \_\_\_\_\_
- No tampons, no douching, and no tub baths or swimming as instructed by your physician for \_\_\_\_\_
- You may expect some vaginal bleeding, some abdominal cramping, and lower back pain.
- If unable to urinate within 6-8 hours after discharge, go to the Emergency Room.

**FOLLOW UP:**

- Call for an appointment to see Dr. SAGERMAN on 7/12
- With Dr. \_\_\_\_\_ as follows \_\_\_\_\_

**Call 911 or go directly to the nearest emergency department for the following:**

- difficulty breathing
- chest pain
- inability to remain alert.

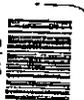
**ADDITIONAL INSTRUCTIONS**

Keep dressing dry, elevate (R) arm, Icing x 24 h

I have received and understand the above instructions:

Patient Signature \_\_\_\_\_ Nurse Signature MF RN Date 7/9/12  
 Guardian/Adult with Patient Signature Paul Dulberg Date 7/9/12

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD



Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005



14010DISR

**PATIENT DISCHARGE INSTRUCTIONS**

for Diagnostic, Therapeutic or Surgical Procedures

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

**HISTORY AND PHYSICAL:**

This patient was examined, and "no change" has occurred in the patient's condition since the history and physical was completed.

Physician Signature \_\_\_\_\_ M.D. / D.O.

**Interval Changes:**

Physician Signature \_\_\_\_\_ M.D. / D.O.

DULBERG, PAUL R  
71265382 M 42 07/09/12  
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Northwest Community Hospital  
Northwest Community Day Surgery Center  
Arlington Heights, IL 60005



10037HP

**HISTORY AND PHYSICAL UPDATE NOTE**

NCH Item # 48027

Form # 005.739-01/12-1-SD

NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS

MLS: 95331  
DD: Mon Jul 09 11:20:41 2012 EST  
DT: Mon Jul 09 11:35:47 2012 EST  
JN: 51400438

## PREOPERATIVE HISTORY AND PHYSICAL

DATE OF ADMISSION: 07/09/2012 12:00 AM

CHIEF COMPLAINT/DETAILS OF PRESENT ILLNESS: The patient is a 42-year-old male being admitted for elective surgery for right ulnar nerve injury.

PAST MEDICAL HISTORY: Negative.

PAST SURGICAL HISTORY: left ulnar nerve decompression - SS

FAMILY HISTORY: n/c - SS

ALLERGIES: None.

MEDICATIONS : Naproxen, tramadol and fluoxetine

SOCIAL HISTORY: Smoking history positive.

REVIEW OF SYSTEMS: Negative.

## PHYSICAL EXAMINATION:

HEART AND LUNGS: Normal.

EXTREMITIES: The right elbow shows positive Tinel signs at the cubital tunnel with satisfactory range of motion. Scar is noted at the ulnar aspect of the midforearm from prior chainsaw accident with local sensitivity and tenderness. He indicates numbness in his ring and small fingers with gripping activities.

DIAGNOSTIC DATA : X-rays of the right forearm from June 20, 2011, are negative. The MRI of the right forearm from February of 2012 was unremarkable.

IMPRESSION: Right ulnar neuritis at the cubital tunnel and partial ulnar nerve injury right forearm.

PLAN: Right ulnar nerve decompression, possible transposition and neurolysis at the forearm. The surgery is scheduled under regional block anesthetic in day surgery. The patient understands the risks and benefits of surgery and the chance of complications, and he requests to proceed.

DULBERG, PAUL

071265382

0001307925

Room#:

Scott D Sagerman, MD

PREOPERATIVE HISTORY AND PHYSICAL Page 1 of 2

cc:

SS - Sagerman MD, Scott Tue Jul 31 12:24:16 CDT 2012

SS - Sagerman MD, Scott Fri Aug 24 13:15:32 CDT 2012

PREOPERATIVE HISTORY AND PHYSICAL, continued

NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS

DULBERG, PAUL

071265382

0001307925

Room#:

Scott D Sagerman, MD

PREOPERATIVE HISTORY AND PHYSICAL Page 2 of 2

cc:

Authenticated by Scott Sagerman MD On 07/10/2012 11:58:23 AM

NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS

MLS: 95331  
DD: Mon Jul 09 11:20:41 2012 EST  
DT: Mon Jul 09 11:35:47 2012 EST  
JN: 51400438

PREOPERATIVE HISTORY AND PHYSICAL

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PAST SURGICAL HISTORY:

FAMILY HISTORY:

ALLERGIES: None.

MEDICATIONS : Naproxen, tramadol and fluoxetine

SOCIAL HISTORY: Smoking history positive.

REVIEW OF SYSTEMS: Negative.

PHYSICAL EXAMINATION:

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DULBERG, PAUL  
071265382  
0001307925

Room#:  
Scott D Sagerman, MD  
PREOPERATIVE HISTORY AND PHYSICAL Page 1 of 2  
cc:

PREOPERATIVE HISTORY AND PHYSICAL, continued

NORTHWEST COMMUNITY HOSPITAL  
ARLINGTON HEIGHTS, ILLINOIS

DULBERG, PAUL

071265382

0001307925

Room#:

Scott D Sagerman, MD

PREOPERATIVE HISTORY AND PHYSICAL Page 2 of 2

cc:

Authenticated by Scott Sagerman MD On 07/10/2012 11:58:23 AM

DATE: 7/19/12 TIME: \_\_\_\_\_

EXPECTED PATIENT OUTCOMES

Patient/significant other verbalizes understanding of planned procedure.

- Surgical consent signed
- Compliance with verbal or written instructions
- States in own words understanding of pre-procedure teaching

\*Patient demonstrates or verbalizes an acceptable level of coping with anxiety.

- States in own words anxiety level
- States in own words coping needs
- Demeanor appropriate to situation (one or more of above)

Patient exhibits evidence of being prepared for the procedure in a safe and supportive environment.

- Complies with activity restrictions
- Ready for procedure

IMMEDIATE PRE-PROCEDURE PATIENT ASSESSMENT

CHART REVIEW

- ID bracelet on
- allergy bracelet on
- ALLERGIES: denies

- Old Records \_\_\_\_\_
- H&P complete \_\_\_\_\_
- Consent completed NO
- Advanced directives NO

Scaled Weight: 76.1 kg Height 5'9" Last menses N/A  
 Vital Signs: T 98.1  oral  axillary  tympanic  temporal  
 P 66 Resp 19 BP 102/63 SaO<sub>2</sub> 100%  
 NPO since 1700 7/18/12 Last Void 1220

Underline Test Ordered Check Box & Initial Results on Chart

- Basic Metabolic \_\_\_\_\_
- CBC / with Diff \_\_\_\_\_
- Comp. Metabolic \_\_\_\_\_
- Micro Rhogam \_\_\_\_\_
- PT/PTT \_\_\_\_\_
- Coagulation Profile \_\_\_\_\_
- HIV \_\_\_\_\_
- Pregnancy Test \_\_\_\_\_
- Blood Glucose denies
- U/A \_\_\_\_\_
- Urine Culture \_\_\_\_\_
- CXR \_\_\_\_\_
- EKG \_\_\_\_\_
- Other \_\_\_\_\_

Check For Following and/or Remove	Impairments
Present	Removed
<input type="checkbox"/> make up/nail polish	<input type="checkbox"/> none
<input type="checkbox"/> jewelry/piercing/ring	<input type="checkbox"/> hearing (right / left)
<input type="checkbox"/> dentures/partials	<input type="checkbox"/> mobility <input type="checkbox"/> vision
<input type="checkbox"/> glasses/contact lenses	<input type="checkbox"/> speech <input type="checkbox"/> language
<input type="checkbox"/> wig	<input type="checkbox"/> prosthesis
<input type="checkbox"/> hearing aid (right/left)	implants: <input type="checkbox"/> none <input type="checkbox"/> pacemaker
<input type="checkbox"/> other _____	<input type="checkbox"/> joint replaced <input type="checkbox"/> ICD
Given to _____	<input type="checkbox"/> other _____

Abnormal Labs	Anes. notified	M.D. notified	Comments	Init.

Surgical site/site verified with patient/family/guardian.  
 Surgical site location right hand RN Initials AK

Blood Orders: Directed donor blood available \_\_\_\_\_  
 Type and screen \_\_\_\_\_ Autologous blood available \_\_\_\_\_  
 Type and crossmatch \_\_\_\_\_ Number of units ordered \_\_\_\_\_

IV: Time: 1338 Solution: LR Gauge: 20g  
 Site: left hand Rate: 100 By: AK

IV: Time: \_\_\_\_\_ Solution: \_\_\_\_\_ Gauge: \_\_\_\_\_  
 Site: \_\_\_\_\_ Rate: \_\_\_\_\_ By: \_\_\_\_\_

Nurses Notes: 7/19/12 - 1310 DR Blaflo  
AK & OR'd w/ pt for  
Augury leg

Preps:  enema  foley catheter  other  
 anti-embolism stockings  SCD (  OR aware)  
 Hair clipped: time \_\_\_\_\_ location \_\_\_\_\_ by \_\_\_\_\_  
 Skln Prep: time \_\_\_\_\_ location \_\_\_\_\_ by \_\_\_\_\_  
 Type \_\_\_\_\_

Instructions:  stay in bed, on cart or in chair  side rails up  
 crutch / cane walking  deep breathing, coughing, leg exercises  
 PCA  Incentive Spirometry  pain scale  CPM  
 Other \_\_\_\_\_

Outpatients:  NA  
 Confirm ride home, Name mom  
 Phone # if not present \_\_\_\_\_  
 Confirm adult supervision at home, Name mom  
 Signature: AK RN

rocha #5  
 Initials \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005



PRE-PROCEDURE PLAN OF CARE

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD

NCH Item.

Form No. 005.015-12/09-1-SD

Teaching Audience  Patient  Family/Significant Other  Phone Interview  In Person

Purpose: To educate the patient in preparation for their procedure.

Expected Outcomes

I	The patient will verbalize the planned procedure.
II	The patient will arrive on day of surgery safely prepared for procedure and anesthesia.
III	The patient will be aware that discharge instructions will be given to them and their family or significant other upon discharge.

Individual Needs Assessment

Patient		Family/Significant Other	
<input type="checkbox"/> Language	<input type="checkbox"/> Vision	<input type="checkbox"/> Language	<input type="checkbox"/> Vision
<input type="checkbox"/> Hearing	<input checked="" type="checkbox"/> Physical Limitations	<input type="checkbox"/> Hearing	<input type="checkbox"/> Physical Limitations
<input type="checkbox"/> Cognitive	<input type="checkbox"/> None	<input type="checkbox"/> Cognitive	<input checked="" type="checkbox"/> None
<input type="checkbox"/> Comment _____			
<b>Readiness to learn is evidenced by:</b>			
<input type="checkbox"/> Asking questions <input type="checkbox"/> Verbalization of treatment plan <input type="checkbox"/> Focusing attention			
<b>Patient preference for learning:</b>			
<input type="checkbox"/> Demonstration		<input type="checkbox"/> Printed material	
<input checked="" type="checkbox"/> Verbal Instruction/discussion		<input type="checkbox"/> Return demonstration	
<input type="checkbox"/> Video (if available)		<input type="checkbox"/> Other _____	

Teaching Plan and Material

	Discussed	Provided		Discussed	Provided
DSC Brochure	<input type="checkbox"/>	<input type="checkbox"/>	Pre Operative Instructions	<input type="checkbox"/>	<input type="checkbox"/>
Pre Operative Booklet	<input type="checkbox"/>	<input type="checkbox"/>	Pain Management	<input type="checkbox"/>	<input type="checkbox"/>
Advance Directives	<input type="checkbox"/>	<input type="checkbox"/>	Herbal/Dietary Supplement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Carelink			Peripheral Nerve Block	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Complete on ADM			Crutch Walking	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Not Interested			Smoking Cessation	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other _____					

RN Signature: [Signature] Date/Time 6/26/12

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD

NCH Item # 64479

**Northwest Community Hospital**  
**Northwest Community Day Surgery Center**  
 Ardington Heights, IL 60005



15416PIOP  
**PRE-SURGICAL TEACHING  
 NEEDS ASSESSMENT**

Form # 005.867-08/10-1-SD

**Northwest Community Hospital**  
 800 W. Central Rd.  
 Arlington Heights, IL, 60005  
 847.618.7258     847.618.7255  
**Entrance # 2**  
**North Elevator to 2nd Floor**

Date of Procedure \_\_\_\_\_  
 On \_\_\_\_\_ between 2:00-7:00PM  
 Call 847.618.7244 for arrival time

**Northwest Community Day Surgery Center**  
 675 W. Kirchoff Rd.  
 Arlington Heights, IL, 60005  
 847.618.7080  
**Entrance # 3**

*As mom  
 name  
 Dulberg, Paul R*

*Monday*

Date of Procedure	7/9	7/9	
Time of Procedure	11:30	2:00	
Time of Arrival	11:30	12:00	

- Beginning at midnight prior to surgery, do not eat or drink anything, including water, candy, mints, or gum.
  - No solid food after midnight before surgery.
  - Clear liquids until \_\_\_\_\_ and then nothing by mouth after that time.
  - Continue to take all of your routine medications up until the night before surgery. Check with your physician regarding taking any blood thinning medications like Aspirin, NSAIDS (Motrin®, Advil®, Aleve®), Coumadin®, Plavix®, or Herbal supplements/Vitamins.
  - If not allergic, you may take the following acceptable pain medications (e.g. Tylenol®, Acetaminophen, Vicodin®, etc.)
- \_\_\_\_\_
- On the day of surgery, take the following inhalers and/or medications with a small sip of water. \_\_\_\_\_

- No alcoholic beverages and no smoking 24 hours before and after surgery.
- Bathe/shower day of surgery. Leave off makeup, contact lenses, nail/toe polish, and all jewelry including wedding bands/body piercings. Wear loose, comfortable clothes. Leave all valuables at home.
- Bring on the day of surgery if applicable:
  - Photo ID & Insurance Card     Medications/inhalers     Glasses with Case
  - Crutches/Walker     CPAP machine     Hearing Aids     Physician Orders
  - Toiletries, robe, and slippers if desired     Laboratory/X-ray results/ECG
  - Advance Directives/Living Will/ Power of Attorney for Healthcare
  - Other: \_\_\_\_\_

*direction to  
 DSC given*

- Report any signs of illness/infection/respiratory symptoms to your surgeon. You may need to reschedule your surgery.
- Name of responsible adult to drive you home after the procedure parent
- Name of responsible adult to stay with you overnight after your procedure parent

Patient/Significant Other Signature \_\_\_\_\_ Date \_\_\_\_\_  
 RN Signature Chavala safe Date/Time 6/26/12

Phone Interview

**Northwest Community Hospital**  
 Arlington Heights, IL 60005



**PRE-OPERATIVE INSTRUCTIONS**

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD



NCH Item # 26675

White Copy (Chart)    Yellow (Patient)

Form # 005.033-08/10-2-SD

DATE: 7/9/12 SURGEON: Sagerman, Scott ALLERGIES: NKA

DIAGNOSIS PER SURGEON: Right ulnar neuritis

NOTES: DS # 7

TIME 14:30 15 16 17

Table with columns for time (14:30, 15, 16, 17) and rows for ANESTHETIC AGENTS (O2, N2O), PROPOFOL, KETOROLAC, VERSED, FENTANYL, MONITOR (EKG, PULSE OX, FIO2, CAPNOGR, PC STETH, TEMP, BIS), TOURNIQUET, NERVE STIM, PREOPERATIVE (WT, HT, B/P, P, AIRWAY, PHYSICAL STATUS), SUPPORTIVE DIAGNOSIS (Cacke, OSD), PREOP. MEDS, and PATIENT ASSESSMENT CHECKS.

14:02-14:14  
Dr. Sagerman  
Right suprachondular block  
verses 7mg, Fentanyl 5mg,  
3cc 0.5% bupivacaine 0.5% epine

INDUCTION  
 MASK INOXN  
 PREOXYGEN  
DENITROGENATION  
 RAPID SEQUENCE  
 CRICOID PRESS.  
 MASK POS. PRESSURE VENT

INTUBATION  
 DIRECT LARYNGOSCOPY  
MAC MILLER, MS NO. \_\_\_\_\_  
GRADE: 30-35 ARYTENOID  
EPILOTTIS: PALATE  
 ORAL  NASAL  CLIFF  
AIR LEAKS AT \_\_\_\_\_ cmH2O  
 BILAT BREATH SOUNDS  
AT \_\_\_\_\_ cm

MONITORS  
TYPE LOCATION  
 A-LINE  
 CVP  
 S-CANZ  
 TEMP  
 OTHER

POST-OP PAIN BLOCK  
 EPIDURAL  
 OTHER

FLUID TOTALS  
CRYSTALLOID: 900  
BLOOD: \_\_\_\_\_  
COLLOID: \_\_\_\_\_  
EBL: \_\_\_\_\_  
URINE: \_\_\_\_\_  
OTHER: \_\_\_\_\_

EXTUBATION  
 FOLLOWS COMMANDS  
 SWALLOW  
 SUSTAINED TET. PRES. (50 Hz)   
 PHARYNX SUCTIONED  
 SPON RESPIRATIONS, RATE  
 EtCO2  
 REVERSAL \_\_\_\_\_ mg(+)  
\_\_\_\_\_ mg

STATUS PACU:  
 AWAKE  STABLE  
 DROWSY  UNSTABLE  
 SOMNOLENT  INTUBATED  
 UNRECOVERABLE  VENTILATED

FOOTNOTES NUMBER

POSITION: Supine  
I.V. SITE: FLUIDS: C1, 2, 3, 4, 5

TECHNIQUE:  GA  MAC  REGIONAL (TYPE: Suprachondular block)  
OPERATION: Right ulnar nerve decompaction  
Neurly 413 at foramen

Anesthesiologist | PRINT NAME: Sagerman | SIGNATURE: [Signature]

Northwest Community Hospital  
Day Surgery Center  
Arlington Heights, IL 60005



DULBERG, PAUL R  
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ANESTHESIA RECORD

NOTES

[The main body of the page contains approximately 25 horizontal lines, all of which are blank and appear to be part of a lined document template.]

DULBERG, PAUL R  
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SAGERMAN, SCOTT D MD



# ANESTHESIA PRE-OPERATIVE HEALTH HISTORY ASSESSMENT & PHYSICAL EXAM

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD



NCH Item # 32132

Northwest Community Hospital  
Northwest Community Day Surgery Center  
Arlington Heights, IL 60005



4 1 5 0 1 A N E

ANESTHESIA PRE-OPERATIVE HEALTH  
HISTORY ASSESSMENT AND PHYSICAL EXAM

Form # 002.018-02/11-1-SD

Please Print:

Patient's full name: Paul Dulberg Date: 6/26/12

Age: 42 Sex:  Male  Female Stated height: 5'9" Stated weight: 165 BMI: 24.4

Home phone: ( ) Work phone: ( ) BMI - DDS - 29.8

Primary care physician: D. Soch Phone #: \_\_\_\_\_

Specialist: \_\_\_\_\_ Phone #: \_\_\_\_\_

ALLERGIES:  None  Yes (include food & latex, list; if yes, describe reaction).

MEDICAL / HEALTH HISTORY given by Patient obtained by LR  In person  Phone

- |                                      |   |  |   |   |   |
|--------------------------------------|---|--|---|---|---|
| 1. Heart attack/disease              | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 14. Tuberculosis                         | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 28. Cancer                                      | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 2. Chest pain/pressure               | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 15. Cold in last 2 weeks                 | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 29. Blood Clots/disorders                       | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 3. Irregular heart beat/palpitations | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 16. Acid reflux/hialal hernia            | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 30. Bruises easily                              | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 4. Mitral Valve Prolapse             | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 17. Hepatitis/jaundice                   | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 31. Arthritis <u>DJD neck</u>                   | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 5. High Blood Pressure               | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 18. Liver disease/cirrhosis              | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 32. <u>Neck/Back pain</u>                       | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 6. Pacemaker/AICD                    | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 19. Kidney disease/dialysis              | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 33. Glaucoma                                    | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 7. Shortness of breath               | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 20. Peripheral vascular/arterial disease | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 34. Infectious Disease (C-Diff, HIV, MRSA, VRE) | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 8. Able to climb 1 flight of stairs  | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 21. Stroke                               | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 35. Malignant Hyperthermia                      | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 9. Able to walk 2 city blocks        | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 22. Seizures                             | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 36. Any Anesthesia complications                | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 10. Asthma/wheezing                  | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 23. Motion Sickness                      | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 37. Other illness/injury                        | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| 11. COPD (emphysema/bronchitis)      | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 24. Parkinson's disease                  | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |   |   |
| 12. Other lung Disease               | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 25. Multiple Sclerosis                   | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |   |   |
| 13. Sleep Apnea                      | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | 26. Diabetes                             | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |   |   |
|                                      |   | 27. Thyroid                              | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |   |   |

Comments: June 2011 was involved in a chainsaw accident involving the right arm.

Previous surgery and previous anesthesia:  None

SURGERY TYPE	DATE OF SURGERY	TYPE OF ANESTHESIA	ANESTHESIA PROBLEMS
<u>Left Ulnar Nerve Transposition 10 yrs ago - Sen.</u>			<u>dentis</u>

Aspirin; NSAIDS (Motrin/Advil), Coumadin, Plavix, Other blood thinners?  No  Yes Last taken: NO Aspirin - Last Friday

Steroid use in the last 6 months?  No  Yes

Do you smoke?  No  Yes # packs/day? 1 pack # years smoked: 20 yrs Date quit?

Do you drink alcoholic beverages?  No  Yes How much every day/week?

Do you use recreational drugs?  No  Yes How much every day/week?

Females: could you be pregnant?  No  Yes Date of last menstrual period:

Did you donate blood for surgery?  No  Yes Number of units \_\_\_\_\_

Patient/Guardian Signature: Paul Dulberg Date: 7/9/12

Admitting RN Signature: [Signature] Date: 7/9/12

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 Arlington Heights, IL 60005

PRE-OPERATIVE HEALTH HISTORY

PHYSICAL EXAM: PAT Vitals: T \_\_\_\_\_ P \_\_\_\_\_ RR \_\_\_\_\_ BP \_\_\_\_\_ SAO2 \_\_\_\_\_

Airway

DENTAL WORK:

Loose Caps

Partials

Dentures

ASSESSMENT:

	Female	Male
<input type="checkbox"/> Underweight	<19	<20
<input type="checkbox"/> Acceptable	19-25	20-25
<input type="checkbox"/> Overweight	25-30	25-30
<input type="checkbox"/> Obese	30-40	30-40
<input type="checkbox"/> Morbidly Obese	>40	>40

PTSD / pm

Sacker ASD

5'9" 160 lbs 10/1/63

Proximal humerus fracture Right Arm / Humerus C5/6 Medial Elbow, Fibula

ASA CLASS: I (II) III IV V E

PREOPERATIVE ORDERS:

	TEST	REASON/DX
<input checked="" type="checkbox"/> NPO past midnight		
<b>MEDICATIONS</b>	<input type="checkbox"/> ECG	
<input checked="" type="checkbox"/> IV: LR (100 cc) <i>TPP</i>	<input type="checkbox"/> CXR	
<input type="checkbox"/> Reglan 10mg po OCOR	<input type="checkbox"/> CBC	
<input checked="" type="checkbox"/> Pepcid 20mg po OCOR	<input type="checkbox"/> Metabolic Panel, Basic	
<input checked="" type="checkbox"/> Vallium 5 mg po OCOR	<input type="checkbox"/> Metabolic Panel, Comprehensive	
<input type="checkbox"/> Versed _____ mg po OCOR	<input type="checkbox"/> Hepatic Function Panel	
<input type="checkbox"/> Home med:	<input type="checkbox"/> Coagulation Profile	
	<input type="checkbox"/> PT	
	<input type="checkbox"/> PTT	
	<input type="checkbox"/> Pregnancy Test serum/urine	
	<input type="checkbox"/> Other	

noted 7/9/12 [Signature]

PLAN:

Right humerus fracture, humeral shaft

- Physician reviewed health history
- Risks discussed
- Patient accepts anesthesia plan
- Anesthesia options discussed
- Common complications discussed

Physician Signature: [Signature]

Date: Time:

Day of surgery, Patient seen and record reviewed.

Physician Signature: [Signature]

Date: 7/9/12 Time: 1400

DULBERG, PAUL R 71265382 M 42 07/09/12 DOB 03/19/1970 0001307925 SAGERMAN, SCOTT D MD



Northwest Community Hospital Northwest Community Day surgery Center Arlington Heights, IL 60005

ANESTHESIA ASSESSMENT & PHYSICAL EXAM COMPLETED BY ANESTHESIOLOGIST ONLY

ANESTHESIA ASSESSMENT & PHYSICAL EXAM

MEDICATIONS (Daily, Over the Counter, Herbal, Vitamins, Dietary Supplements)

NAME	DOSE	ROUTE	FREQUENCY	LAST DOSE TAKEN

Advance Directives

- Yes  Bring copy day of surgery  Carelink Validated
- No  Form mailed/to be given day of surgery
- Not Interested

ADDITIONAL COMMENTS

DATE / TIME	

Post Anesthesia Evaluation Note for Outpatients

- Blood Pressure and pulse returned to baseline
- Cardiovascular function/hydration status stable
- Respiratory function stable; airway patent; O2 saturation returned to baseline

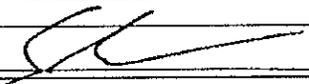
- Temperature returned to baseline
- Mental status recovered; patient participates in evaluation
- Nausea and vomiting control satisfactory
- Pain control satisfactory

Post Anesthesia Evaluation Note for Inpatients

Cardiopulmonary status returned to baseline:  
 Level of consciousness returned to baseline:  
 Complications occurring during post-anesthesia recovery:  
 Mental status recovered; patient participates in evaluation:  
 Anesthetic follow-up care and/or observations:

- yes  no (explain below)

Notes: \_\_\_\_\_

Physician Signature 

Date 9/9/12 Time 16:22

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Northwest Community Hospital  
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ANESTHESIA ASSESSMENT

Date: 7-9-12 Room Number: 1 Allergies: None  
 Report received from L. BURNS at 1318  
 Check Identity:  Band  Consent Anxiety Level:  Mild  Moderate  Severe  
 Position Verified:  Correct Patient:  Agreement Procedure:  Correct Site / Side:  Correct Implants:  Antibiotics Given:  N/A

TYPE OF BLOCK:  Right  Left  Single  Continuous  
 Interscalene  Supraclavicular  Infraclavicular  Axillary  Femoral  Sciatic  Lumbar plexus  Popliteal  tap  
 Other \_\_\_\_\_  
 PLANNED SURGICAL PROCEDURE: Right Ulnar Nerve Decompression and Transposition, Neurolysis at Forearm

PROCEDURAL TEAM (name, title, relief time)		Initials	PATIENT MAINTAINED IN A SAFE AND SUPPORTIVE ENVIRONMENT <input checked="" type="checkbox"/> Proper body alignment for self and procedure maintained <input checked="" type="checkbox"/> Provide quiet environment <input checked="" type="checkbox"/> Explain procedure and reassure patient <input checked="" type="checkbox"/> Skin integrity maintained <input checked="" type="checkbox"/> Siderails elevated <input checked="" type="checkbox"/> Patient is free from extraneous objects
Anesthesiologist: <u>S. SINGH MD DO</u>		<u>SS</u>	
Nurse: <u>M. ZIEGLER RN</u>		<u>MZ</u>	
Nurse:			

PATIENT POSITION:  Supine  Right/Left Lateral  Prone  Sitting  Other: Blanket Roll behind right Shoulder  
 SKIN PREPARATION:  Betadine  Chloraprep  Other \_\_\_\_\_ by SS O<sub>2</sub> per Nasal Cannula at 3 L/min

EQUIPMENT:  Stimplex  Ultrasound  Other \_\_\_\_\_  
 VITAL SIGNS:

TIME	B/P	HR	Rhythm	O <sub>2</sub> SAT%	RESPIRATORY		LOC	COLOR	MEDICATIONS			PATIENT RESPONSE
					RATE	DEPTH			TYPE	DOSE	ROUTE	
<u>1320</u>	<u>102/63</u>	<u>66</u>	<u>—</u>	<u>100%</u>	<u>18</u>	<u>R</u>	<u>A</u>	<u>2</u>				<u>C</u>
<u>1402</u>	<u>116/69</u>	<u>54</u>	<u>NSR</u>	<u>99%</u>	<u>16</u>	<u>R</u>	<u>A</u>	<u>2</u>	<u>VERSED</u>	<u>2mg</u>	<u>IV</u>	<u>C</u>
<u>1402</u>	<u>117/67</u>	<u>52</u>	<u>NSR</u>	<u>96</u>	<u>16</u>	<u>R</u>	<u>A</u>	<u>2</u>	<u>FENTANYL</u>	<u>50mcg</u>	<u>IV</u>	<u>C</u>
<u>1411</u>	<u>103/63</u>	<u>50</u>	<u>NSR</u>	<u>96</u>	<u>14</u>	<u>R</u>	<u>S</u>	<u>2</u>				<u>C</u>
<u>1421</u>	<u>103/50</u>	<u>46</u>	<u>NSR</u>	<u>98</u>	<u>12</u>	<u>R</u>	<u>S</u>	<u>2</u>				<u>C</u>
<u>1431</u>	<u>110/58</u>	<u>48</u>	<u>NSR</u>	<u>98</u>	<u>13</u>	<u>R</u>	<u>S</u>	<u>2</u>				<u>C</u>
<u>1441</u>	<u>112/56</u>	<u>46</u>	<u>NSR</u>	<u>99</u>	<u>14</u>	<u>R</u>	<u>S</u>	<u>2</u>				<u>C</u>

KEY: Color: 2=Pink 1=Changes in skin condition (pale, jaundice, flushed) 0=Cyanotic, Dusky, Extreme pallor  
 RESP: R=Regular I=Irregular S=Shallow L=Labored  
 LOC: A=Awake S=Sleepy NR=Not Responding  
 PATIENT: A=Anxious/apprehensive C=Calm/Comfortable CO=Combative  
 G=Grimacing M=Moaning R=Restless ST=Stares Pain

NARRATIVE: pt tolerated procedure well, safety precautions given left arm padded & both blankets. Monitor updated - not present in lobby - update given to monitor department 1442. pt sleeping, easily arousable. Mon updated in lobby 1442. N/A. Agreement. Note to print pub to OR 1442

Time Patient In room: 1318 Procedure start: 1402 Procedure end: 1414 DRESSINGS:  Bandaid  Tegaderm  None  Other \_\_\_\_\_

Time Patient Transferred to: 1442 OR room: 7 Condition: Stable Report given to: J. Martini by: MZ

ANESTHESIOLOGIST'S SIGNATURE: \_\_\_\_\_  
 RN Initials: \_\_\_\_\_ Signature: \_\_\_\_\_  
 RN Initials: \_\_\_\_\_ Signature: \_\_\_\_\_

DULBERG, PAUL R  
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Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005



REGIONAL BLOCK PROCEDURE  
 PRE AND POST PROCEDURE ASSESSMENT/PLAN OF CARE  
 Form # 005.811-04/11-2-PS

**Do you have known Sleep Apnea?**

Yes (complete section A only)  No (complete sections B only)

**A. Diagnosed Sleep Apnea**

- 1. Do you have a CPAP machine?  Yes  No
- 2. Do you know your pressure settings?  Yes \_\_\_\_\_  No
- 3. Who supplies your equipment? \_\_\_\_\_
- 4. How many hours/night do you wear your CPAP? \_\_\_\_\_

Patients with a CPAP machine should bring the unit for use during hospital stay.

**B. Screening:**

- Do you snore?  Yes  No
- Are you excessively tired during the day?  Yes  No
- Have you been told you stop breathing during sleep?  Yes  No
- Do you have a history of hypertension?  Yes  No
- Do you wake during the night feeling breathless?  Yes  No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To be completed by NCH Staff

**C. Results**

Calculation of BMI = 24.4

A positive screening for sleep disordered breathing is one or more of the following:

- 1. A "YES" response in section A
- 2. A "YES" response to 3 or more of the screening questions
- 3. BMI > 35 and "YES" response to one additional screening question

PLEASE CIRCLE THE FINAL RESULT:

Negative Positive

Results of this screening are not diagnostic. Formal evaluation is required for diagnosis.

**Notify physician of positive screening or history of sleep apnea.**

RN Signature: [Signature] Date: 6/26/12

See Preoperative Health History Assessment and Exam for additional orders/comments.

Reviewing Physician Signature: [Signature] Date: 6/26/12

Northwest Community Hospital  
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Arlington Heights, IL 60005

DULBERG, PAUL R  
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SAGERMAN, SCOTT D MD



1 1 5 0 8 A N E

**OBSTRUCTIVE SLEEP APNEA SCREENING**

Form # 005.761-08/09-1-PS

NCH Item # 53718

Allergies: NKA Date: 07-09-12

<b>Pre-Operative RN confirms</b> <input checked="" type="checkbox"/> ID Band w/2 identifiers <input checked="" type="checkbox"/> Procedural Consent <input checked="" type="checkbox"/> Site Marked/ <input type="checkbox"/> NA <input checked="" type="checkbox"/> Preanesthesia assessment <input checked="" type="checkbox"/> NPO Status <input checked="" type="checkbox"/> H & P <input type="checkbox"/> DNR <input checked="" type="checkbox"/> NA <input type="checkbox"/> Diagnostic test results; <input checked="" type="checkbox"/> NA <input type="checkbox"/> Type/Screen <input checked="" type="checkbox"/> NA <input type="checkbox"/> Blood available ___ units; <input checked="" type="checkbox"/> NA <input checked="" type="checkbox"/> Equipment/Implant avail; <input type="checkbox"/> NA <input type="checkbox"/> Isolation <input checked="" type="checkbox"/> NA <input checked="" type="checkbox"/> Pre-op antibiotic ordered <input type="checkbox"/> NA <input type="checkbox"/> VTE Prophylaxis order <input checked="" type="checkbox"/> NA Level of Consciousness: <input checked="" type="checkbox"/> Responsive <input type="checkbox"/> Non Responsive Anxiety Level: <input checked="" type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe Skin Condition: <input checked="" type="checkbox"/> Intact <input type="checkbox"/> Other _____ Report From <u>M. Ziegler RN 1840</u> Transferred to OR per <input type="checkbox"/> Cart <input checked="" type="checkbox"/> Bed <input type="checkbox"/> Chair <input type="checkbox"/> Ambulated <input type="checkbox"/> Carried By _____	<b>Pre-Induction RN/Anesthesia discuss</b> <input checked="" type="checkbox"/> Confirm patient identity, and signed consent <input checked="" type="checkbox"/> Allergies <input type="checkbox"/> Latex Precautions <input checked="" type="checkbox"/> NA <input checked="" type="checkbox"/> Difficult airway/Aspiration risk/Preparation confirmed <b>RN Confirm</b> VTE prophylaxis <input checked="" type="checkbox"/> NA <input type="checkbox"/> SCD/Ted Hose/PlexiPulse Left/Right Knee/Thigh <input checked="" type="checkbox"/> Medication given <b>RN/Scrub Confirm</b> <input checked="" type="checkbox"/> Chemical Indicators Verified
--	--

<b>Pre-Incision Team reviews:</b> <input checked="" type="checkbox"/> Team Introductions <input checked="" type="checkbox"/> Allergies <input checked="" type="checkbox"/> Anticipated blood loss <input type="checkbox"/> NA Blood products available ___ units <input checked="" type="checkbox"/> Plan of Care discussed <input type="checkbox"/> Imaging Displayed <input checked="" type="checkbox"/> NA <input checked="" type="checkbox"/> Skin prep dry per manufacturer's guideline Other _____	<b>Time Out #1 at 1502</b> Correct Patient <input checked="" type="checkbox"/> Yes Correct Procedure <input checked="" type="checkbox"/> Yes Correct Site <input checked="" type="checkbox"/> Yes Site/Side Marked <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA Implants available <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA Position verified <input checked="" type="checkbox"/> Yes Antibiotic given <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA Redose ordered <input type="checkbox"/> Yes <input type="checkbox"/> NA	<b>Time Out #2 at</b> <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> NA
--	--	---

Preoperative diagnosis: RIGHT ULNAR NEURITIS AT THE CUBITAL TUNNEL AND DISTAL ULNAR NERVE FATTY RING FOR AM.

Operative Procedure 1: RIGHT ULNAR NERVE RELEASE WITH NEUROLYSIS AT FALGOUT

Operative Procedure 2:  NA

Start \_\_\_\_\_ Stop \_\_\_\_\_

Start \_\_\_\_\_ Stop \_\_\_\_\_

Post operative diagnosis:  Same as preoperative

OR Number <u>7</u>	Anesthesia (Circle) General <input type="checkbox"/> Local <input checked="" type="checkbox"/> <u>MAC</u> <input type="checkbox"/> Consed <input type="checkbox"/> Regional (Type) <u>BLACK</u>	<input checked="" type="checkbox"/> Scheduled <input type="checkbox"/> Add-On <input type="checkbox"/> Emergency	Acuity # <u>3</u> ASA# <u>2</u>
OR In <u>1443</u>	Case Start <u>1504</u>	Family Notified	Family Notified
OR Out <u>1613</u>	Case Stop <u>1608</u>	Family Notified	Family Notified

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD

Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Adlington Heights, IL 60005

5



3 1 2 6 7 1 0 R R  
 OPERATING ROOM RECORD  
 AND PLAN OF CARE  
 PAGE 1 OF 3 Form # 005.017-12/11-2-SD

		Date:			
	initial		initial	In	out
Surgeon 1 <i>DR. S. Sagerman MD</i>		Circulator 1 <i>S. Maffin RN</i>			
Surgeon 2 <i>DR. B. A. Foca MD</i>		Circulator 2 <i>A. Beaton RN</i>			
Assistant		Circulator relief			
Assistant		Scrub 1 <i>V. Lawry RN</i>			
Anesthesiologist 1 <i>DR. Singh</i>		Scrub 2			
Anesthesiologist 2		Scrub relief			
Perfusionist/Cell Saver		Other			
Other		Other			

Surgical Position:  Supine  Prone  Jackknife  Sitting  Lithotomy  Lateral  Right  Left

Arm Secured on Armboard  Arm at Secured Side  Fluoroscopy  Fluoroscanner  X-Ray  
 Right  Left  Right  Left  Patient shielded location \_\_\_\_\_

Check all those that apply

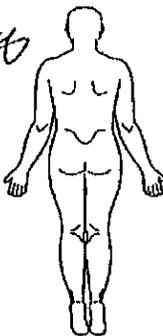
<input type="checkbox"/> Andrews Frame	<input type="checkbox"/> Jackson Table	<input type="checkbox"/> Stirrups (Circle)
<input type="checkbox"/> Arthroscopy leg holder Left/Right	<input type="checkbox"/> Kidney Rest	<input type="checkbox"/> Padded Fins Candy cane
<input type="checkbox"/> Axillary Roll Left/Right	<input type="checkbox"/> Lateral Arm Holder Left/Right	<input type="checkbox"/> Wilson Frame
<input type="checkbox"/> Beach chair positioner _____	<input type="checkbox"/> Lateral positioner _____	
<input type="checkbox"/> Bean Bag	<input type="checkbox"/> Mayfield Head Holder	
<input type="checkbox"/> Elbow Pads Left/Right	<input type="checkbox"/> Montreal Positioner	
<input type="checkbox"/> Fracture Table	<input type="checkbox"/> Pillows	
<input type="checkbox"/> Hand table	<input type="checkbox"/> Positioning Rolls	
<input type="checkbox"/> Head butler	<input type="checkbox"/> Sandbags	
<input type="checkbox"/> Head support _____	<input type="checkbox"/> Shoulder Holder Left/Right	
<input type="checkbox"/> Heel Pads Left/Right	<input type="checkbox"/> Type _____	
	<input type="checkbox"/> Spreader bars	

Warming/Cooling Interventions  
 Forced Air Warming  
 Upper  Lower Setting  
 Blanketrol Setting \_\_\_\_\_  
 Warm Blankets

Comments: \_\_\_\_\_

Skin Preparation  CHG  Betadine: \_\_\_\_\_ 10% \_\_\_\_\_ 5%  Chloroprep  Duraprep  Other: \_\_\_\_\_  
 Hair Removal:  None  Clipper by: *DR. S. Sagerman MD*  
 By: *A.B.*

Item Locations	ESU No	Type	ESU No	Type
BP Cuff $\Delta$	<i>9841</i>	<i>Standard</i>		
Safety Strap =	<i>15</i>	<i>Micro</i>		
ESU Pad <input type="checkbox"/>				
Monitor Leads $\circ$				
Tourniquet +				
Pulse Oximeter -				
Prep IIIII				
Reddened R				
Bruise B				
Decubiti D				

Anterior  Posterior 

Tourniquet  Padded Cuff Applied By: *DR. S.S.*  
 # *8801* Inflated @ *150* Deflated @ *100* Pressure *250*  
 # \_\_\_\_\_ Inflated @ \_\_\_\_\_ Deflated @ \_\_\_\_\_ Pressure \_\_\_\_\_  
 # \_\_\_\_\_ Inflated @ \_\_\_\_\_ Deflated @ \_\_\_\_\_ Pressure \_\_\_\_\_

Additional equipment:  
 Type \_\_\_\_\_ Unit No \_\_\_\_\_  
 Setting(s) \_\_\_\_\_

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Medications	Dose	Route	Time	Administered By	Verified: Initials

Irrigation Type	Amount	Warmed
1000 mL 90% NaCl with 50,000 Bacitracin		Y or <del>No</del>
		Y or No

Scrub Relief Meds Verified: Initials \_\_\_\_\_

Blood Products Given  No  Yes (See Transfusion record)  Pathology (See Tissue Record)  NA  
 Implant (See Implant Record)  NA

Cultures \_\_\_\_\_

A \_\_\_\_\_ Drains \_\_\_\_\_  
 B \_\_\_\_\_ Drains \_\_\_\_\_  
 C \_\_\_\_\_ Urinary Catheter: Type \_\_\_\_\_ Size \_\_\_\_\_ By \_\_\_\_\_  
 D \_\_\_\_\_ Amount \_\_\_\_\_ Color \_\_\_\_\_ Source \_\_\_\_\_ Time \_\_\_\_\_  
 Indwelling  Voided prior to OR  Discontinued at \_\_\_\_\_

Initial Count By: SM VL First By: SM VL Relief By: \_\_\_\_\_ Final By: SM VL

SPONGE:  Completed  NA Correct:  Y  N  NA Correct:  Y  N  NA Correct:  Y  N  NA

ITEM:  Completed  NA Correct:  Y  N  NA Correct:  Y  N  NA Correct:  Y  N  NA

INSTRUMENT:  Completed  NA Correct:  Y  N  NA Correct:  Y  N  NA Correct:  Y  N  NA

UNRESOLVED COUNT  X-RAY TAKEN  YES  NO SURGEON NOTIFIED  YES RESULTS: \_\_\_\_\_ PER: \_\_\_\_\_

DRESSING  NONE  SOFT  PRESSURE  CAST  SPLINT  IMMOBILIZER  BINDER LOCATION: RT ARM

PACKING:  NONE  LOCATION SLING  TYPE \_\_\_\_\_

**Post-Procedure Team review:**

Procedure(s) Confirmed  Wound Class confirmed I II III IV  NA  
 Specimen(s) identified and labeled Number of Specimens \_\_\_\_\_  NA

Outcomes:  Patient maintained in a safe and supportive environment  
 Aseptic technique maintained  
 Skin integrity maintained  
 Body alignment maintained

Concerns for recovery discussed

Transferred to: ACUTE Report Given to: E. B. A. W. R. N. by Dr. Singh

Notes \_\_\_\_\_

See additional progress note  NA

RN Signature(s): A. Martin Date: 07/09/12

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OPERATING ROOM RECORD  
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 PAGE 3 OF 3

Check or fill in appropriate areas/blanks. Write NA if not appropriate.

Date of surgery 7/9/12 Phone Number 817-497-4250 Alternate number 1 Admitted to 1

Verify phone number(s) and permission: to call patient and/or leave message, representative Mom - Barb

TO BE COMPLETED BY DISCHARGE RN

Procedure right ulnar nerve decompression + transportation neurolysis

Anesthesiologist/Radiologist Dr. Scott

Anesthesia(circle one) General  MAC  Spinal Epidural  Conscious Sedation  Local  Regional  Nerve Block  Single  Continuous

At time of Discharge  
 Nausea/vomiting  
 Able to urinate  
 Other \_\_\_\_\_

Block time 1400

Attempt to Call

1<sup>st</sup> 7/10/12 1640 Spoke with  Patient  Patient representative as identified above  
 Left Message  Unable to Contact

2<sup>nd</sup> \_\_\_\_\_ \_\_\_\_\_ Spoke with  Patient  Patient representative as identified above  
 Left Message  Unable to Contact

4<sup>th</sup> Day \_\_\_\_\_ \_\_\_\_\_ Spoke with  Patient  Patient representative as identified above  
 Left Message  Unable to Contact

(CPNB) Date \_\_\_\_\_ Time \_\_\_\_\_

PATIENT OUTCOMES

Pain Scale 0-None 1-3.Minimal 4-7 Moderate 8-10 Severe

Pain level at 3

IV/Surgical Site condition WNL  Yes  No NA

Tolerating Diet  Yes  No NA

Urinating as usual  Yes  No NA

Minimal bleeding  Yes  No NA

Taking prescription meds as directed  Yes  No NA

Questions or concerns regarding Post-Operative Care and Activity \_\_\_\_\_

Instructions/Narrative  
Slight block worked great. Didn't wear off until 4 AM

Physician notified of any issues Yes No NA  
Who notified/Action taken \_\_\_\_\_

Perineural Local Anesthetic

Alternate pain relief  po meds  IV meds

Site redness or swelling noted Yes No  
 Site covered/dressing

Any unusual symptoms/problems Yes No  
 Date \_\_\_\_\_ Comment \_\_\_\_\_

We would appreciate feedback on your surgical experience. If you receive a survey in the mail, we hope that you will take a moment to complete it. Any comments/suggestions: \_\_\_\_\_

Date \_\_\_\_\_  No Change  
Comment \_\_\_\_\_

Reminded/Advised to contact Physician:  
 Any problems  Follow-up appt: 7-11-12

RN Signature [Signature] Date 7-10-12

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1 4 5 0 1 P A C U  
PATIENT POST-OPERATIVE  
PHONE ASSESSMENT

Form # 005.021-03/12-1-S0

DATE / TIME	POST-OPERATIVE OUTCOME OF PROCEDURE NOTE	DATE / TIME	PRE-OPERATIVE ORDERS:
7/9 2012	SURGEON: Sagerman		
	ASSISTANT: Biapan		
		7/9/12 (1615)	
	PREOPERATIVE DIAGNOSIS: Right cubital tunnel syndrome, ulnar nerve injury forearm		<input checked="" type="checkbox"/> STATUS OUTPATIENT: DISPOSITION: (select one) <input checked="" type="checkbox"/> Discharge when criteria met with Post-Op Instructions <input type="checkbox"/> To Phase III Recovery for _____ hours Discharge when criteria met with Post-Op Instructions
	POSTOPERATIVE DIAGNOSIS: same		Discharge Instructions: Diet: Regular
	PROCEDURE PERFORMED: Right cubital tunnel release, neurolysis ulnar nerve forearm		Medications: DOCUMENT ON MEDICATION RECONCILIATION FORM Inclusion Care: Keep dry
	FINDING / COMPLICATIONS: N/A  (none)		Activity: Wound @ arm sling x 24° Follow-up: Wound 7/12/12
	SPECIMENS REMOVED: none		Other:
	ESTIMATED BLOOD LOSS: none		Disposition/condition on discharge: stable
	Physician Signature: [Signature]		Physician Signature: [Signature]

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*noted  
7/12/12*

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OUTPATIENT PHYSICIAN POST OPERATIVE  
 ORDERS / DISCHARGE NOTE

Form # 002.011-02/09-1-PS

NCH ITEM # 5365

Directions: Check boxes to indicate a choice and select all those that apply.

ALLERGIES: *Penicillin*

GENERAL MEDICAL ORDERS

Bypass Phase I Recovery

OXYGEN THERAPY:

- Nasal Cannula at 2 liters per minute  Wean to room air as tolerated  High humidity face tent      FIO2
- Pulse Oximetry: Wean patient to lower FIO2 of      % as long as SPO2 is greater than      for 15min
- Continue Oxygen overnight per      at      liters.
- Ventilator: TV      FIO2      % Rate:      PS:      PEEP:
- Other

PAIN MANAGEMENT:

Nurses: Give the analgesic medication(s) below in the order specified until the patient's pain score is an acceptable level to the pt.

Treatment Order

- 1  2  3  4  Fentanyl      mcg IV every 5 minutes PRN up to a total of      mcg.
- 1  2  3  4  Morphine 1 mg IV every 5 minutes PRN pain up to total of 6 mg.
- 1  2  3  4  Hydromorphone (Dilaudid) 0.2 mg IV every 5 minutes PRN pain up to 6 mg.
- 1  2  3  4  Meperidine (Demerol) 25 mg IV every 5 minutes PRN pain up to a total 12 mg.
- 1  2  3  4  Other
- Acetaminophen (Ofirmev) 1000 mg IV x 1 PRN pain; infuse over 15 minutes IVPB
- Ketorolac (Toradol)      mg IV x 1 dose
- Hydrocodone/Acetaminophen (Norco) 5/325mg po x 1 PRN pain

ANTIEMETICS:

Treatment Order

- 1  2  3  4  Ondansetron (Zofran) 4 mg IV x 1 PRN nausea
- 1  2  3  4  Metoclopramide (Reglan) 10 mg IV x 1 PRN nausea
- 1  2  3  4  Prochlorperazine (Compazine) 10 mg IV x 1 PRN nausea
- 1  2  3  4  Ondansetron (Zofran) ODT 8 mg place on the tongue x 1 PRN nausea
- 1  2  3  4  Dexamethasone (Decadron) 10mg IV x 1 PRN for nausea
- Other

OTHER MEDICATIONS:

- Meperidine 12.5 mg IV x 1 time as needed for shivering
- 

IV FLUIDS:

- LR  D5LR  NS  Other      Infuse at      ml/hour
- Give      ml bolus x1 for SBP lower than     .
- Give      ml bolus x 1 for low urine output less than     .

STAT LABORATORY:

- CBC (Without Diff)  Metabolic Panel, Basic  ABG  POC blood glucose  Cardiac Markers
- Other

RADIOLOGY:

- PA Chest X-Ray Reason:       Other

CARDIAC DIAGNOSTICS:

- 12 Lead ECG Reason:       Central Telemetry  Other

GENERAL MEDICAL ORDERS:

- Warming blanket for temperature less than     .
- Discharge to inpatient unit when PACU discharge criteria are met.
- Discharge to:  Phase II  Home when discharge criteria are met.
- Provide Perineural Nerve Block discharge Instructions sheet.
- Provide Obstructive Sleep Apnea Discharge Instructions.
- Other

Physician Signature: *[Signature]*

Date: 7/9/12

Time: 15:02

*Handwritten notes and signatures:*  
Aged  
[Signature]  
7/9/12  
1620

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1 0 4 0 7 0 R D

POST ANESTHESIA CARE  
 PREPRINTED ORDERS

Form # 003.107-02/12-1-E

Peripheral Nerve Block (PNB) Procedure Note

Allergies None known

Reason for Block:  Primary Anesthesia Type  
 Post-op Pain Management  Surgeon Request

Block start time 14:50 Block end time 14:14

Blocks performed:	Left	Right	Single	Continuous
<input type="checkbox"/> Interscalene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Supraclavicular	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Infraclavicular	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Axillary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lumbar Plexus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Sciatic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Femoral	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Popliteal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> tap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Ultrasound guided:  Yes  No

Position:  Supine  Lateral Left  Right   
 Prone  Other

Prep:  Chloro-prep  Other

Skin infiltration 1% Lidocaine 1 mls

Needle type:  Touhy Gauge \_\_\_\_\_ mA  
 Stimuplex Gauge \_\_\_\_\_ mA  
 Other Arrow 2.1 gauge

Catheter (if applicable):  Stimucath  Perifix  Other

Test dose: 1.5% Lidocaine with Epinephrine 5 mls  
 Yes  No

Secured on the skin @ \_\_\_\_\_ cm

Medication(s):	With Epinephrine	Volume (ml):
<input checked="" type="checkbox"/> Bupivacaine <u>0.1</u> % <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>32</u>		
<input type="checkbox"/> Ropivacaine _____ % <input type="checkbox"/> Yes <input type="checkbox"/> No _____		
<input type="checkbox"/> Mepivacaine _____ % <input type="checkbox"/> Yes <input type="checkbox"/> No _____		
<input type="checkbox"/> Xylocaine _____ % <input type="checkbox"/> Yes <input type="checkbox"/> No _____		
<input type="checkbox"/> Clonidine _____ mcg		
<input type="checkbox"/> Other _____		

Narrative: After negative aspiration, medications injected in 5ml increments.

Complications:  No  Yes (please explain)

Note: \_\_\_\_\_

CPNB Administration Orders Post-Operatively

Pump continuous Peripheral Nerve Block

Fill with \_\_\_\_\_ ml of \_\_\_\_\_ %  
 Bupivacaine  
 Ropivacaine  
 Mepivacaine  
 Other \_\_\_\_\_

Rate \_\_\_\_\_ ml/h

Bolus \_\_\_\_\_ ml

Interval \_\_\_\_\_ min

Initiated @ \_\_\_\_\_ (time)

1. Nursing to instruct patient on use of the pain pump.
2. Place post block peripheral caution sign at patient bed.
3. If lightheadedness, oversedation, tinnitus, metallic taste in the mouth or circumoral numbness occurs, stop the infusion and notify anesthesiologist immediately.
4. If redness, swelling, fever, purulent drainage occurs at the catheter site, immediately notify anesthesiologist on call.
5. Maintain integrity of dressing. Reinforce if needed. If leakage occurs at the catheter site, reinforce with gauze and tape.
6. For breakthrough pain, call primary anesthesiologist, if not available, notify on-call anesthesiologist.
7. For pump discontinuation consult surgeon.
8. Adjuvant pain meds: \_\_\_\_\_

[Signature]  
Anesthesiologist Signature

Date 7.9.12 Time 14:18

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Northwest Community Hospital  
Arlington Heights, IL 60005



Procedural Note/Orders for Continuous Peripheral Nerve Block Infusion (CPNB)

Form No. 003.282-04/11-1-E

Day Surgery  
Fax: 847.618.7088

Main-OR  
Fax: 847.618.7259

Labor & Delivery  
Fax: 847.618.8409

Admission Status:  Inpatient  Outpatient

Patient Name: DULBERG, PAUL DOB: 3/19/70 Medicare:  yes  no

Surgeon: Scott Sagerman, M.D. Doctor responsible for H&P: \_\_\_\_\_

Reason / Dx for Surgery: Right Elbow Neuritis

Surgery Date: 7/9/12 Allergies: None

**DIRECTIONS:** Check boxes indicate a choice. Select those that apply.

**TESTING:**

<input type="checkbox"/> Basic Metabolic	Reason/Dx _____	<input type="checkbox"/> Pregnancy - Serum	Reason/Dx _____
<input type="checkbox"/> CBC / with Diff	_____	<input type="checkbox"/> Pregnancy - Urine	_____
<input type="checkbox"/> Comprehensive Metabolic	_____	<input type="checkbox"/> Type & Cross	X _____ units
<input type="checkbox"/> Micro Rhogam	_____	<input type="checkbox"/> Type & Screen	_____
<input type="checkbox"/> Potassium	_____	<input type="checkbox"/> U/A	_____
<input type="checkbox"/> PT	_____	<input type="checkbox"/> U/A (with reflex)	_____
<input type="checkbox"/> PTT	_____	<input type="checkbox"/> EKG	_____
<input type="checkbox"/> Other: _____	_____	<input type="checkbox"/> CXR	_____

**DIET:**  NPO after midnight  
 Per anesthesia order / guidelines.  
 Other: \_\_\_\_\_

**PATIENT EDUCATION PRE-OP:**

Continuous Peripheral Nerve Block  POA Pump  
 Epidural  Single Injection Block

**TREATMENTS:**

Surgical Site Hair Removal Location: \_\_\_\_\_  
 Incentive Spirometry - Instruct Pre op  
 Enema  Fleets  Other: \_\_\_\_\_

**VTE PROPHYLAXIS - Mechanical:**

Graduated Compression Stockings (TEDS)  Knee  Thigh  
 Intermittent Pneumatic Compression  Knee (SCD)  Thigh (SCD)  Foot (Plexipulse)

**MEDICATIONS:** Antibiotic - order on page 2

IV (Non-anesthesia patients): \_\_\_\_\_ Patient on Dialysis  Yes  No  
 Other: \_\_\_\_\_ Soled Weight: \_\_\_\_\_

**CONSENT:**

Obtain Procedural Consent for: Right ulnar Nerve decompression & transposition, Neurolysis at forearm

Procedure including Risks, Benefits, Common Complications and Alternatives have been discussed with patient / guardian.

Physician Signature: Paul Dulberg Date: 6/29/12 Time: \_\_\_\_\_

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PRE-SURGICAL TESTING / PRE-OPERATIVE ORDERS

Form# 003.121-02/12-1-SD

DULBERG, PAUL R  
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NCH Item # 1

Patient name:

*Dulberg, Paul*

Initial and repeat dose and times per "Perioperative Prophylactic Antibiotic Policy"

MD aware of PCN allergy - ok to give antibiotics as ordered below

Nature of Operation	Preoperative Antibiotic Regimen IVPB X 1 dose OCOR	Alternative Regimen for pt with Beta lactam allergy IVPB X 1 dose OCOR
Colon Surgery - adult pt	<input type="checkbox"/> cefoxitin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg <input type="checkbox"/> ampicillin / sulbactam 3 gm <input type="checkbox"/> cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg AND metronidazole 500 mg	<input type="checkbox"/> clindamycin 900 mg AND gentamicin 1.5 mg / kg <input type="checkbox"/> clindamycin 900 mg AND ciprofloxacin 400 mg <input type="checkbox"/> clindamycin 900 mg AND levofloxacin 500 mg <input type="checkbox"/> clindamycin 900 mg AND aztreonam 2 gm <input type="checkbox"/> metronidazole 500 mg AND gentamicin 1.5 mg / kg <input type="checkbox"/> metronidazole 500 mg AND ciprofloxacin 400 mg <input type="checkbox"/> metronidazole 500 mg AND levofloxacin 500 mg
Hysterectomy - adult pt	<input type="checkbox"/> cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg <input type="checkbox"/> cefoxitin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg <input type="checkbox"/> ampicillin / sulbactam 3 gm	<input type="checkbox"/> clindamycin 900 mg AND gentamicin 1.5 mg / kg <input type="checkbox"/> clindamycin 900 mg AND ciprofloxacin 400 mg <input type="checkbox"/> clindamycin 900 mg AND levofloxacin 500 mg <input type="checkbox"/> metronidazole 500 mg AND gentamicin 1.5 mg / kg <input type="checkbox"/> metronidazole 500 mg AND ciprofloxacin 400 mg <input type="checkbox"/> metronidazole 500 mg AND levofloxacin 500 mg For hysterectomy WITH colon procedure <input type="checkbox"/> clindamycin 900 mg AND aztreonam 2 gm.
CABG - adult pt Cardiac - adult pt Vascular - adult pt Orthopedic - adult pt Hip arthroplasty Knee arthroplasty	<input type="checkbox"/> cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg <input type="checkbox"/> vancomycin (MRSA risk) 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg	<input type="checkbox"/> vancomycin 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg <input type="checkbox"/> clindamycin 900 mg
Other Procedures adult pt For procedures not listed above, consult published guidelines for current procedures - specific antibiotic recommendations	Common Regimens: <input checked="" type="checkbox"/> cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg <input type="checkbox"/> vancomycin (MRSA risk) 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg	Common Regimens: <input type="checkbox"/> vancomycin 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg <input type="checkbox"/> clindamycin 900 mg
Pediatric Procedures consult published guidelines for current procedure - specific antibiotic recommendations	Common Regimens: <input type="checkbox"/> cefazolin 25 mg / kg* for pt < 40 kg 1 gm for pt 40 - 80 kg 2 gm for pt ≥ 80 kg *dose rounded to the nearest 50 mg <input type="checkbox"/> cefoxitin 30 mg / kg* for pt < 30 kg 1 gm for pt 30 - 80 kg 2 gm for pt ≥ 80 kg *dose rounded to the nearest 50 mg	Common Regimens: <input type="checkbox"/> clindamycin 10 mg / kg * for pt < 80 kg *dose rounded to the nearest 50 mg 800 mg for pt ≥ 80 kg <input type="checkbox"/> vancomycin 20 mg / kg * for pt < 50 kg *dose rounded to the nearest 50 mg 1 gm for pt 50 - 80 kg 1.5 gm for pt ≥ 80kg

*Walter*  
*2/9/12*  
*Paul*  
*1275*

Other antibiotic(s)

Physician signature

*Paul Dulberg*

Date 6/29/12 Time \_\_\_\_\_

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NCH Item

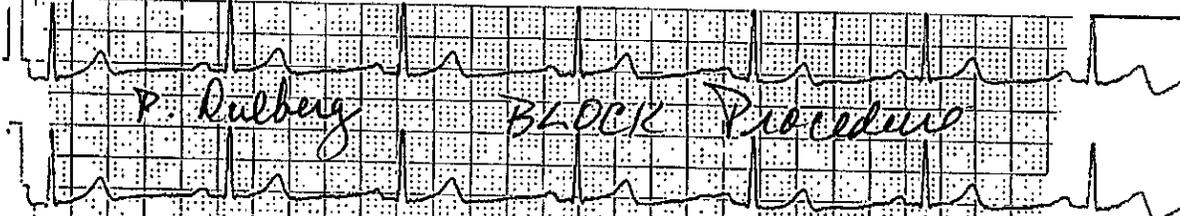


Jun 29 2012 12:28PM HAND SURGERY ASSOCIATES B479560433 P.2



DATE: \_\_\_\_\_  
 PR: \_\_\_\_\_  
 QRS \_\_\_\_\_  
 QT \_\_\_\_\_  
 R-R \_\_\_\_\_  
 RATE \_\_\_\_\_  
 INTERPRETATION \_\_\_\_\_

HR (ECG): [----] BPM Resp (ECG II): --- RPM



SIGNATURE: DULBERG, PAUL R  
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mmHg Interval: 5 min ET: --- min SpO2: 99% Temp: \_\_\_\_\_

(Post 3rd report on this line)

QRS \_\_\_\_\_  
 QT \_\_\_\_\_  
 R-R \_\_\_\_\_  
 RATE \_\_\_\_\_  
 INTERPRETATION \_\_\_\_\_

REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR

SIGNATURE \_\_\_\_\_  
 PR: \_\_\_\_\_  
 QRS \_\_\_\_\_  
 QT \_\_\_\_\_  
 R-R \_\_\_\_\_  
 RATE \_\_\_\_\_  
 INTERPRETATION \_\_\_\_\_

(Post 2nd report on this line)

REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR

SIGNATURE \_\_\_\_\_  
 PR: \_\_\_\_\_  
 QRS \_\_\_\_\_  
 QT \_\_\_\_\_  
 R-R \_\_\_\_\_  
 RATE \_\_\_\_\_  
 INTERPRETATION \_\_\_\_\_

(Post 1st report on this line)

REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR  
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 REMOVE TO EXPOSE ADHESIVE ENLEVER POUR EXPOSER L'ADHESIF QUITAR PARA EXPONER LA GOMA DE PEGAR

SIGNATURE \_\_\_\_\_

Northwest Community Hospital  
 Arlington Heights, IL 60005



ELECTROCARDIOGRAM TRACINGS

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD

**PROCEDURE**  
*(2) minor nerve release with neurolysis at forearm.*

**ALLERGIES**  
 NKDA

**MEDICAL HISTORY**  
 SMOKER

**SURGEON**  
 SAGERMAN

**ANESTHESIOLOGIST**  
 SEINGG

**ANESTHESIA (CIRCLE ONE)**  
 GENERAL (MAC) REGIONAL (MAC) SPINAL EPIDURAL (MAC)

**LEGEND**  
 L = LOW M = MED. H = HIGH ✓ = PRESENT / = NOT APPLICABLE A = ADMISSION D = DISCHARGE \* = SEE NURSES NOTES  
 ART. LINE X = HEART RATE O = RESPIRATIONS I = BLOOD PRESS.  
 BC = BLOOD CLOTS B = BILE SS = SEROSANGUINOUS FB = FRANK BLOOD  
 PULSES +1 = FLEETING +2 = WEAK +3 = NORMAL +4 = FULL & BOUNGING  
 CL = CLOUDY Y = YELLOW BL = BLOODY

AIRWAY	A	D	RT Method	FI02	ON	OFF	REFLEXES	Time	LUNG SND	A	D	BED Position	Time	DRESSING	A	PH I D	PH II D
NONE	✓	-	NASAL CANNULA	3L	✓	50	COUGH	1637	BILAT CLEAR	✓	-	FLAT		SITE: RUE	✓	✓	✓
ORAL / NASAL			MASK				SWALLOW		COLOR	A	D	HOB ↑ 30°	A	DRY/INTACT	✓	✓	✓
CHIN / JAW SUPP			FACE TENT				LIFT HEAD		PINK	✓	-	HOB ↑ 45°	1645	REINFORCED / CHANGED			
ENDOTRACHEAL ORAL / NASAL cm @ LIP			T-PIECE				ENCOURAGED TO COUGH / DEEP BREATHE q 10		PALE					EXTREMITY ELEVATED	✓	✓	✓
TIME OUT									JAUNDICED					ICE			

VENTILATOR	DRAINS	Size / Mode	Dmg Characteristics	A	PH I D	PH II D	EQUIPMENT	A	PH I D	PH II D				
Time	FI02	Rate	Tidal Vol	PEEP	Press. Supp.		FOLEY				SCD'S / TEDS			
							NG POSITION VERIFIED AIR BOLUS				ELECTRIC COOL			
							J-P / HEMOVAC				PLEXIPULSE			
							CONSTAVAC				SUNG / IMMOB	SITE		
							CHEST TUBE				TRACTION	SITE		
							OTHER				OTHER	SITE		

RESTRAINTS	TIME ON	TIME OFF	OTHER	SITE

PAR SCORE II	A	D	PATIENT OUTCOMES
(2) Minimal bleeding (1) Moderate up to two dsg changes (0) More than three dsg changes	2	2	✓ PATIENT WILL EXHIBIT PATENT AIRWAY AND GAS EXCHANGE
(2) Minimal / absence of N & V (1) N & V controlled by meds (0) Uncontrolled N & V	2	2	✓ PATIENT WILL DEMONSTRATE REFLEXES & LEVEL OF CONSCIOUSNESS APPROP FOR PROCEDURE
(2) 0-2 No Pain / Mild (1) 3-6 Discomforting / Distressing (0) 7-10 Horrible / Excruciating	1	1	✓ PATIENT WILL EXHIBIT STABLE HEMODYNAMIC PARAMETERS
(2) Steady w/pt. No dizziness or easily provocative level (1) Ambulate with Assistance (0) Unable to Ambulate	1	2	✓ PATIENT WILL EXHIBIT FLUID BALANCE WITHIN NORMAL LIMITS FOR SELF AND PROCEDURE
PHASE II TOTAL:	6	7	✓ PATIENT MAINTAINS BODY TEMPERATURE WITHIN PARAMETERS FOR SELF AND PROCEDURE
✓ PATIENT COMMUNICATES THAT DISCOMFORT IS MINIMAL OR TOLERABLE			✓ PATIENT/SGO COMMUNICATES UNDERSTANDING OF POST PROCEDURE CARE. VERBALIZES UNDERSTANDING OF INSTRUCTIONS
			✓ RETURN DEMONSTRATION OF CARE IF APPROPRIATE
			✓ DISCHARGE INSTRUCTIONS SIGNED

EXTREMITY CIRC. CHK.	RUE	LUE	RLE	LLE
TEMPERATURE	Wm Wm Wm			
COLOR	Pk Pk Pk			
PULSE	+ + +			
CAPILL. REFILL	- - -			
SENSATION	T T T			
MOBILITY	T T T			

PAR SCORE I	A	15'	D
CONSCIOUSNESS (2) AWAKE, FOLLOWS COMMANDS (1) SLEEPY, AROUSABLE (0) NOT RESPONDING ASLEEP	1	1	2
CIRCULATION (2) BP ± 30mm of PREANESTHETIC LEVEL (1) ± 20-50mm of PREANESTHETIC LEVEL (0) ± 30mm of PREANESTHETIC LEVEL	2	2	2
RESPIRATION (2) COUGH / DEEP BREATH / CRY (1) DYSPNEA / SHALLOW / AIRWAY (0) APNEA / MECHANICAL VENTILATION	1	1	2
PAIN (2) 0-2 NO PAIN / MILD (1) 3-6 DISCOMFORTING / DISTRESSING (0) 7-10 HORRIBLE / EXCRUCIATING	2	2	2
O2 SATURATION (2) MAINTAINS O2 SAT > 92% ON ROOM AIR (1) NEEDS O2 INHALATION TO MAINTAIN O2 SAT. > 90% (0) O2 SAT. < 90% EVEN WITH O2 SUPPLEMENTATION	1	1	2
ACTIVITY (2) 4 EXTREMITIES OR AS PRE-OP (1) 2 EXTREMITIES (0) NO MOVEMENT OF EXTREMITIES	1	1	2
Temperature must be within 2° of preop temperature.			
PHASE I TOTAL:	10	10	14

PAR SCORE I	A	15'	D	DATE
NAUSEA / VOMITING (2) Minimal / absence of N & V (1) N & V controlled by meds (0) Uncontrolled N & V	2	2	2	7/19/12

INIT.	SIGNATURE	INIT.	SIGNATURE

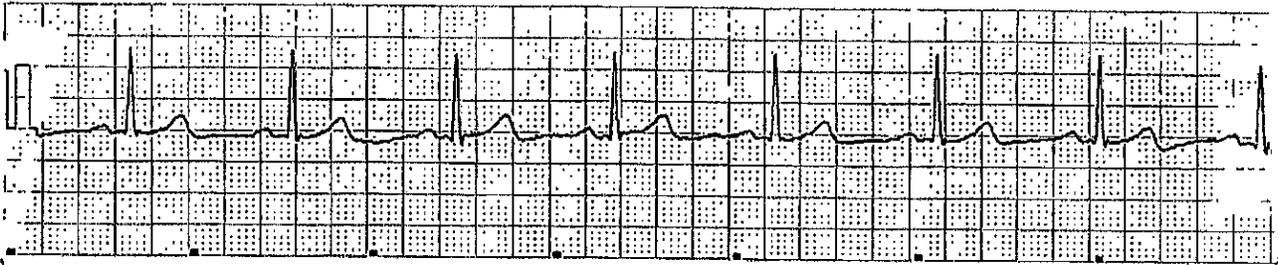
Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005

40619GRP

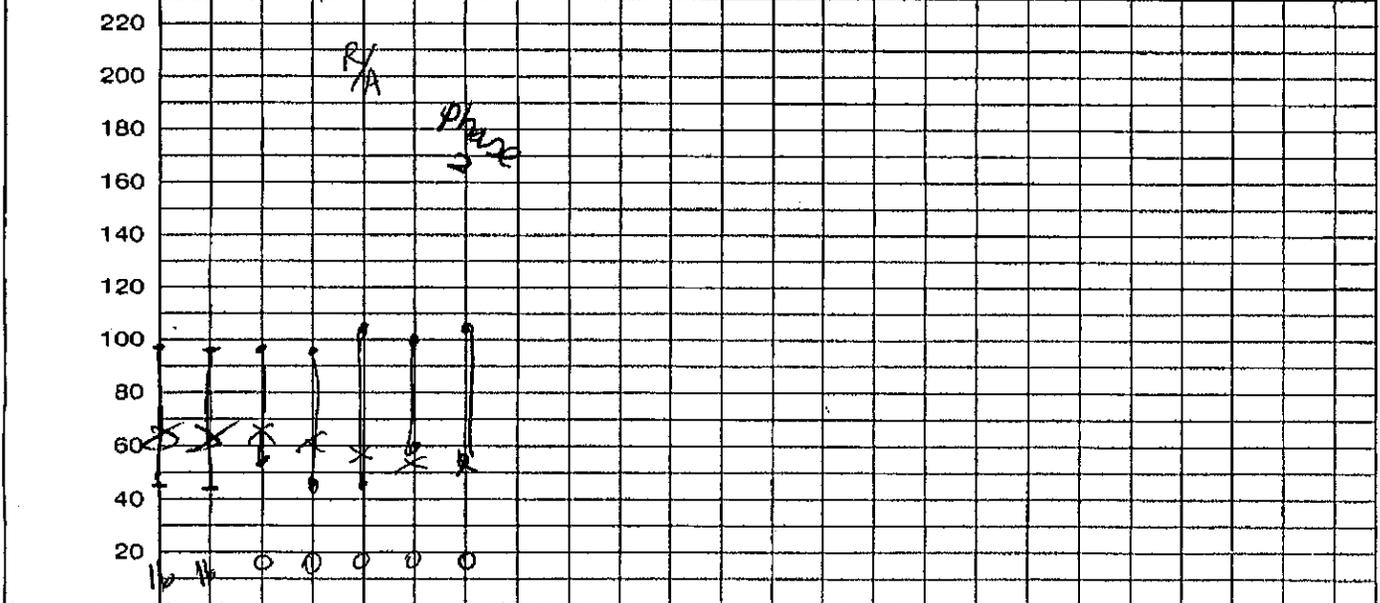
**POSTANESTHESIA FLOWSHEET**  
 DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD

PHASE I 5 ARRIVAL 1614 DISCHARGE 1711 PACU GUIDELINES OF CARE FOLLOWED  
 PHASE II 15 ARRIVAL 1711 DISCHARGE 1802  
 TRANSFERRED TO TRANSFERRED BY REPORT GIVEN TO

NCH Item # 25904



TIME	15	30	40	50	60	70
PATIENT TEMP	96.4				96.8	96.5
WARMING METHOD	UB	UB				
RHYTHM STRIP	SR	SR	SR	SR	SR	SR
PULSE OXIMETRY	98	99	99	98	98	100



TIME	15	30	40	50	60	70
BP	110/70	110/70	110/70	110/70	110/70	110/70

Init. <i>PD</i>	SIGNATURE <i>[Signature]</i>	Init. <i>PP</i>	SIGNATURE <i>[Signature]</i>
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Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD

DATE *7/19/12*

**POSTANESTHESIA FLOWSHEET  
 PLAN OF CARE 2**

TIME	MEDICATIONS	DOSE	RTE	LOCATION OF PAIN	PAIN SCALE	INITIALS OF NURSE	TIME	IV SOLN / IVPB MEDS	IV SITE PATENT	A	PT D	PTI D	INIT
A				RVE	0/10	AS/A	1637	LR (LH)	LH	1000			AS
								LR#2	LH	1000			

Updated Patient Family Representative

TIME	EPIDURAL	DOSE	RTE	AMT A	AMT D	INITIALS OF NURSE	Character of pain

Insertion Site Clean & Dry  No Aspirate from Catheter

1000 IV CATH D/C'd AND INTACT

PCA	DOSE mg	CONT. mg	LOCKOUT mins	4 HOUR LOCKOUT mg	A-LINE	GOOD WAVE	A	D
PT TEACHING w/ RETURN DEMO OF PCA BUTTON	<input type="checkbox"/>		AMOUNT USED		PA CATH	GOOD WAVE	A	D

**NURSE'S NOTES**

Report from Dr. Sengh, N. Steep, 97% 3LVC

1637 Opened eyes to name, returns to sleep immediately. VSS O<sub>2</sub> on

1652 Pain & nausea, + nausea denied. VSS O<sub>2</sub> off.

1708 Dr. Sagerman in to see pt. Questions addressed.

1711 Up in chair. VSS to phase II #15 in stable cond.

1715 Reviewed in phase 2, VSS tolerating clear liquids family @ 300.

1750 Discharge instructions reviewed with patient and mother verbalized understanding.

1812 Discharge home escorted to car without difficulty.

Init.	SIGNATURE	Init.
AS	<i>[Signature]</i>	AS
	<i>[Signature]</i>	

Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005

DATE  
 8/19/12

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD

**POSTANESTHESIA FLOWSHEET  
 PLAN OF CARE 3**



INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE

LACTATED RINGERS RATE: TKO 100 cc/hr	IV 1000 ML X 1 RN: <u>AS</u> DATE: <u>2/10/12</u>	1315 AS		
VALIUM 5 MG (DIAZEPAM) ON CALL TO OR	PO X 1 RN: <u>AS</u> DATE: <u>2/10/12</u>	1210 AS HOLD		
PEPCID (FAMOTIDINE) ON CALL TO OR	PO 20 MG X 1 RN: <u>AS</u> DATE: <u>2/10/12</u>	1210 AS HOLD AS BLOCKED		
REGLAN (METOCLOPRAMIDE) ON CALL TO OR	PO 10 MG X 1 RN: _____ DATE: _____			
TYLENOL TABLET _____ MG (ACETAMINOPHEN) ON CALL TO OR	PO X 1 RN: _____ DATE: _____			
ANCEF _____ GM (CEFAZOLIN) D5W 100 ML INFUSE OVER 30 MINUTES	IV PREOP X 1 RN: _____ DATE: _____			
VANCOMYCIN _____ MG (VANCOCIN) D5W 250 ML INFUSE OVER 1 HOUR	IV PREOP X 1 RN: _____ DATE: _____			
CLINDAMYCIN _____ MG (CLEOCIN) D5W 100 ML INFUSE OVER 30 MINUTES	IV PREOP X 1 RN: _____ DATE: _____			
MEFOXIN _____ GM (CEFOXITIN) D5W 100 ML INFUSE OVER 30 MINUTES	IV PREOP X 1 RN: _____ DATE: _____			
AMPLICILLIN _____ GM (AMPLICILLIN) NS 100 ML INFUSE OVER 30 MINUTES	IV PREOP X 1 RN: _____ DATE: _____			
GENTAMICIN _____ MG (GARAMYCIN) NS 100 ML INFUSE OVER _____ MINUTES	IV PREOP X 1 RN: _____ DATE: _____			
LEVAQUIN _____ MG (LEVOFLOXACIN) IN D5W _____ ML INFUSE OVER _____ MINUTES	IV PREOP X 1 RN: _____ DATE: _____			

Administration Period: 07:01 2/10/12 (date) to 07:00 \_\_\_\_\_ (date)    07:01 - 15:00    15:01 - 23:00    23:01 - 7:00

Allergies: NKA

PATIENT ID \_\_\_\_\_ DOB: \_\_\_\_\_  
 MED REC NO: \_\_\_\_\_ AGE: \_\_\_\_\_  
 ADMITTED: \_\_\_\_\_  
 PHYSICIAN: \_\_\_\_\_  
 DX: DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD

Northwest Community Hospital  
 Northwest Community Day Surgery Center  
 Arlington Heights, IL 60005



DSC MEDICATION  
 ADMINISTRATION RECORD

Form # 005.850-04/10-1-SD

INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE
			IV 500 ML X 1 RN: _____ DATE: _____				
			ZOFFRAN (ONDANSETRON) ON CALL TO OR PO 8 MG X 1 RN: _____ DATE: _____				
			VERSED _____ MG (MIDAZOLAM) ON CALL TO OR PO SYRUP X 1 RN: _____ DATE: _____				
			TYLENOL LIQUID _____ MG (ACETAMINOPHEN) ON CALL TO OR PO X 1 RN: _____ DATE: _____				
			ALBUTEROL 8 GM INHALER (VENTOLIN HFA) ON CALL TO OR 2 PUFFS X 1 RN: _____ DATE: _____				
			SCOPOLAMINE 1.5 MG (TRANSDERM-SCOP) ON CALL TO OR PATCH X 1 SITE APPLIED: _____ RN: _____ DATE: _____				
			SOLUCORTEF _____ MG (HYDROCORTISONE) ON CALL TO OR IV PREOP X 1 RN: _____ DATE: _____				

Administration Period: 07:01 \_\_\_\_\_ (date) to 07:00 \_\_\_\_\_ (date)    07:01 – 15:00    15:01 – 23:00    23:01 – 7:00

Allergies:

PATIENT ID  
MED REC NO:  
ADMITTED:  
PHYSICIAN:  
DX: DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD

Northwest Community Hospital  
Northwest Community Day Surgery Center  
Arlington Heights, IL 60005

DSC MEDICATION  
ADMINISTRATION RECORD

NCH Item # 62496

Form # 005.650-04/10-1-SD



**DULBERG, PAUL R.**  
 NCH-A - DSC  
 MD: Sagerman, Scott D., MD  
 Acct: 71265382 MRN: 0001307925  
 Discharge Date:  
 Requested Date: 07/09/2012 16:33  
 Page 1 of 1

**Allergy History**

Allergen	Onset Date	Primary Reaction	Severity
No Known Allergies			

**Patient Medication Reconciliation**

Medication	Dose	Route	Freq	Last Taken	Next Dose Due	Start Date	Stop Date
<b>Neurontin Oral</b> Generic: <i>gabapentin</i>	900 mg Tablet	Oral	2 times per day	07/08/2012			
<b>Norco Oral</b> Generic: <i>hydrocodone-acetaminophen</i>	7.5-352 mg	Oral	Every 6 hours as needed				
Comment: <i>for severe pain</i>							
<b>cyclobenzaprine 10 mg Tab</b> Generic:	1 Tablet	Oral	As Needed	06/08/2012			
<b>naproxen Oral</b> Generic: <i>naproxen</i>	500 mg Tablet	Oral	2 times per day	07/06/2012			
<b>tramadol 50 mg Tab</b> Generic:	1 Tablet	Oral	As Needed	06/16/2012			
Comment: <i>not for months</i>							

**DULBERG, PAUL R**  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD



To the best of our knowledge, this is a list of the medications you are taking as of this date. Questions regarding these medications should be directed to the prescribing physician.

Nurse Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*7/9/12*

Patient Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*7/9/12*

This report indicates medications to be taken/given following discharge. Do not take any additional medications unless you check with your Physician. Please take this report with you when you visit your Physician and other Healthcare Providers.

<b>DULBERG, PAUL R.</b>		Opt Out:
NCH-A - DSC		
Discharge Med Reconciliation Orders		
From: 07/08/2012 12:49	To: 07/09/2012 12:49	
Rm-Bed:	Admit Dt: 07/09/2012 12:02	
Age: 42 yr	Gender: M	MD: Sagerman, Scott D., MD
DOB: 03/19/1970	Acct: 71265382	
MRN: 0001307925		
Requested: 07/09/2012 12:49 (LB57)	Page 1 of 2	

Allergy History

No Known Allergies

Active Medications

Drug Name	Dose	Route	Frequency	Last Taken	Comments:	Continue	Discontinue	M.D. Initials	Start Date
cyclobenzaprine 10 mg Tab	1 Tablet	Oral	As Needed	06/08/2012	Strength: 10 mg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
gabapentin(Neurontin Oral)	900 mg Tablet	Oral	2 times per day	07/08/2012		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
hydrocodone-acetaminophen 10-650 mg Tab	0.5-1 Tablet Tablet	Oral	As Needed	03/01/2012	Special Instructions: not for months Strength: 10-650 mg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
naproxen(naproxen Oral)	500 mg Tablet	Oral	2 times per day	07/08/2012		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
tramadol 50 mg Tab	1 Tablet	Oral	As Needed	06/16/2012	Special Instructions: not for months Strength: 50 mg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NO DATA FOUND FOR MODULE: 3. Active Inpatient Medications

New Medication Orders

Drug Name	Dose	Route	Frequency
<i>Morco</i>	<i>10 mg / 325</i>	<i>PO</i>	<i>1-2 tabs 4-6<sup>PM</sup></i>

DULBERG, PAUL R.

NCH-A - DSC

Page 1 of 2

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD



FORM: 1100042

<b>DULBERG, PAUL R.</b>		Opl Out:
NCH-A - DSC		
Discharge Med Reconciliation Orders		
From: 07/08/2012 12:48	To: 07/09/2012 12:49	
Rm-Bed:	Admit Dt: 07/08/2012 12:02	
Age: 42 yr	Gender: M	MD: Sagerman, Scott D., MD
DOB: 03/19/1970	Acct: 71265382	
MFN: 0001307925		
Requested: 07/09/2012 12:48 (LB57)	Page 2 of 2	

**Signatures:**

Any medication changes (ie, dose, route, frequency) needs to be written in the New Medication Order Section.

Physician: \_\_\_\_\_ *[Signature]* Date: 7/9/12 Time: 1430

Physician: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Physician: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Nurse: \_\_\_\_\_ *[Signature]* Date: \_\_\_\_\_ Time: \_\_\_\_\_

Nurse: \_\_\_\_\_ *[Signature]* Date: 7/9/12 Time: 1630

DULBERG, PAUL R  
 71265382 M 42 07/09/12  
 DOB 03/19/1970 0001307925  
 SAGERMAN, SCOTT D MD



FORM: 1100042

<b>DULBERG, PAUL R.</b>		Opl Out:
NCH-A		
nch_hhsadmhx		
Rm-Bed:	Admit Dt: 07/09/2012 12:02	
Age: 42 yr	Gender: M	MD: Sagerman, Scott D., MD
DOB: 03/19/1970	Acct: 71265382	
MRN: 0001307925		
Requested: 07/11/2012 22:01		
		Page 1 of 4

**Admission History Assessment**

Observables				
Template: Admission History				
Category: Arrival Date/Time				
Observable Name	Observation	Chart Time	Perform Time	Confirm Time
Arrival Date/Time	07/09/2012 12:14	07/09/2012 12:48 BURNS, LYNDA, RN	07/09/2012 12:46 BURNS, LYNDA, RN	
Category: Tobacco Use				
Observable Name	Observation	Chart Time	Perform Time	Confirm Time
Have you smoked within the last 30 days?	yes	06/26/2012 12:00 MANALANSAN, LORENA, RN	06/26/2012 11:59 MANALANSAN, LORENA, RN	06/26/2012 11:59 MANALANSAN, LORENA, RN
Smoking status	current every day smoker	06/26/2012 12:00 MANALANSAN, LORENA, RN	06/26/2012 11:59 MANALANSAN, LORENA, RN	06/26/2012 11:59 MANALANSAN, LORENA, RN
Category: Advance Directives				
Observable Name	Observation	Chart Time	Perform Time	Confirm Time
Advance directives	no	06/26/2012 12:00 MANALANSAN, LORENA, RN	06/26/2012 11:59 MANALANSAN, LORENA, RN	06/26/2012 11:59 MANALANSAN, LORENA, RN

**Medication Detail**

Description	Dose	Route	Freq/Rate	Form	Strength
<b>Active - Unknown</b>					
<b>Neurontin Oral (gabapentin Oral)</b> PRN: No AKA: Indication: Type: Info Source: Spec Instr: Comments: Entered: 06/26/2012 11:43 Manalansan, Lorena , RN Confirmed: 07/09/2012 16:32 Balawender, Edyta , RN Modified: 07/09/2012 16:32 Balawender, Edyta , RN	900 mg	Oral	2 times per day	Tablet	

**DULBERG, PAUL R.** Opt Out:  
 NCH-A  
 nch\_hheadmhx  
 Rm-Bed: Admit Dt: 07/09/2012 12:02  
 Age: 42 yr Gender: M MD: Sagerman, Scott D., MD  
 DOB: 03/19/1970 Acct: 71265382  
 MRN: 0001307925  
 Requested: 07/11/2012 22:01

**Medication Detail (continued)**

Description	Dose	Route	Freq/Rate	Form	Strength
<b>Active - Unknown</b>					
<b>Norco Oral (hydrocodone- acetaminophen Oral)</b> PRN: No AKA: Indication: Type: Info Source: Spec Instr: for severe pain Comments: Entered: 07/09/2012 16:33 Balawender, Edyta , RN Confirmed: 07/09/2012 16:33 Balawender, Edyta , RN Modified: 07/09/2012 16:33 Balawender, Edyta , RN	7.5-352 mg	Oral	Every 6 hours as needed		
<b>cyclobenzaprine 10 mg Tab (cyclobenzaprine 10 mg Tab)</b> PRN: Yes AKA: Indication: Type: Info Source: Spec Instr: Comments: Entered: 06/26/2012 11:45 Manalansan, Lorena , RN Confirmed: 07/09/2012 16:32 Balawender, Edyta , RN Modified: 07/09/2012 16:32 Balawender, Edyta , RN	1	Oral	As Needed	Tablet	10 mg
<b>naproxen Oral (naproxen Oral)</b> PRN: No AKA: Indication: Type: Info Source: Spec Instr: Comments: Entered: 06/26/2012 11:42 Manalansan, Lorena , RN Confirmed: 07/09/2012 16:32 Balawender, Edyta , RN Modified: 07/09/2012 16:32 Balawender, Edyta , RN	500 mg	Oral	2 times per day	Tablet	
<b>tramadol 50 mg Tab (tramadol 50 mg Tab)</b> PRN: No AKA: Indication: Type: Info Source: Spec Instr: not for months Comments: Entered: 06/26/2012 11:45 Manalansan, Lorena , RN Confirmed: 07/09/2012 16:32 Balawender, Edyta , RN Modified: 07/09/2012 16:32 Balawender, Edyta , RN	1	Oral	As Needed	Tablet	50 mg

<b>DULBERG, PAUL R.</b>		Opt Out:
NCH-A		
nch_hhsadmhx		
Rm-Bed:	Admit Dt:	07/09/2012 12:02
Age: 42 yr	Gender: M	MD: Sagerman, Scott D., MD
DOB: 03/19/1970	Acct: 71265382	
MRN: 0001307925		
Requested: 07/11/2012 22:01		

**Medication Detail (continued)**

Description	Dose	Route	Freq/Rate	Form	Strength
<b>Discontinued - Unknown</b>					
<b>hydrocodone-acetaminophen 10-650 mg Tab (hydrocodone-acetaminophen 10-650 mg Tab)</b> PRN: No AKA: Indication: Type: Info Source: Spec Instr: not for months Comments: Entered: 06/26/2012 11:47 Manalansan, Lorena , RN Confirmed: 07/09/2012 16:32 Balawender, Edyta , RN Modified: 07/09/2012 16:32 Balawender, Edyta , RN	0.5-1 Tablet	Oral	As Needed	Tablet	10-650 mg
<b>Inactive- ERROR - Unknown</b>					
<b>Bayer Aspirin Oral (aspirin Oral)</b> PRN: No AKA: Indication: Type: Info Source: Spec Instr: Comments: Entered: 06/26/2012 11:49 Manalansan, Lorena , RN Confirmed: 07/09/2012 12:46 Burns, Lynda , RN Modified: 07/09/2012 12:46 Burns, Lynda , RN		Oral	As Needed	Tablet	250 mg

**Problem Detail**

Description (Snomed code)	Chronicity	Additional Info
<b>Neuritis (84299009) (Right)[1]</b> Problem Priority: Problem Onset: Current Occurrence: Comment: right ulna Entered: 06/26/2012 11:59 Manalansan, Lorena , RN Last Confirmed: 07/09/2012 12:46 Burns, Lynda , RN Last Modified: 07/09/2012 12:46 Burns, Lynda , RN	ICD: 729.2	

**Allergy Detail**

Allergen	Reaction	Severity	Sensitivity Type

DULBERG, PAUL R.  
Rm-Bed:

Acct: 71265382  
MRN: 0001307925

DOB: 03/19/1970  
nch\_hhsadmhx

Page 3 of 4  
Permanent

<b>DULBERG, PAUL R.</b>		Opt Out:
NCH-A		
nch_hhsadmhx		
Rm-Bed:	Admit Dt: 07/09/2012 12:02	
Age: 42 yr	Gender: M	MD: Sagerman, Scott D., MD
DOB: 03/19/1970	Acct: 71265382	
MRN: 0001307925		
Requested: 07/11/2012 22:01		
		Page 4 of 4

Allergy Detail (continued)

Allergen	Reaction	Severity	Sensitivity Type
<b>Active</b>			
<b>[NS] No Known Allergies</b>			
Onset Date:			
Reported By:			
Rel. to Patient:			
Comments:			
Entered: 07/09/2012 12:44 Burns, Lynda , RN			
Confirmed: 07/09/2012 00:00 Staffid, Auto			
Verified: 07/09/2012 00:00 Staffid, Auto			

NO DATA FOUND FOR MODULE: 5. Immunization Details

CURRENT LIVING SITUATION / SUPPORT SERVICES

Occupation has been on has not been working. Since [unclear]

- Lives Alone
- Home Health Agency
- Foster Care
- Other
- With Spouse / S.O.
- Assisted
- Hospice
- With Family
- Retirement Comm.
- Nursing Home

Facility: \_\_\_\_\_

Cultural/Religious Practices  None List: \_\_\_\_\_

Primary Language Spoken: English Support System \_\_\_\_\_

Recent Stressors (Major Loss/Changes)  None List: \_\_\_\_\_

FUNCTIONAL SCREEN			Y = Yes N = No I = Independent A = Assisted D = Dependent U = Unknown	FALL RISK ASSESSMENT (Check All That Apply)		CHECK IF PRESENT ON ADMISSION EQUIPMENT/PROSTHESES USED (Check All That Apply)		
FUNCTIONAL LEVEL PRIOR TO ILLNESS	FUNCTIONAL LEVEL ON ADMISSION	IS THERAPY APPROPRIATE?		Previous Fall (in past 6 months)	Mobility Problem	Cane		
			Ambulation (PT)	Incontinent				
			Transfers (PT)	Hearing / Visual Impairment				
			Toileting (OT)	Meds That Put Patient at Risk of Falling				
			Hygiene (OT)	Communication Barrier				
			Dressing (OT)	CNS Impairment				
			Feeding (OT)	None of Above				
			Swallowing (ST)	PRESSURE ULCER RISK ASSESMENT				
			Communication (CT)		Braden Scale tool attached			
<input type="checkbox"/> Therapy not appropriate upcoming surgery is within: 24 hours				Braden Scale Score	➤			
						OTHER: NONE		

**NUTRITION SCREEN** Circle numbers that apply to patient; total the points.

	Points		Points
Dx. of malnutrition	5	Nausea/vomiting/diarrhea > 3 days	2
Inadequate po intake/dehydration	3	Difficulty chewing/swallowing	3
Surgical patient > 65 yrs. old	2	Decubitus ulcer/non-healing wound	5
Appears emaciated/morbidly obese	4	Trauma/sepsis	3
Special diet/diet schedule _____	1	Unintentional 10 lb. gain/loss in 1 month	3
Pregnant/lactating (non-OB admission)	3		
Braden scale ≤ 12	5	<b>Total Points</b>	<b>0</b>

Risk Level: Low (1-4) / Moderate (5-7) / High > 7 Risk total 5 or greater must be referred by documentation on physician orders for order to NFS.

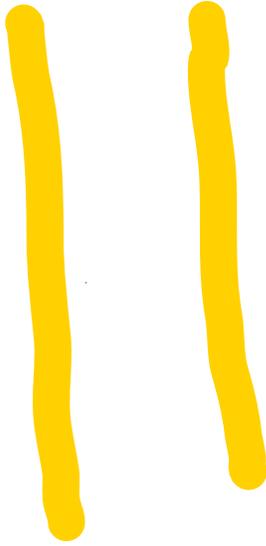
RN Signature [Signature] Date 6/29/12 [Signature]

DULBERG, PAUL R  
71265382 M 42 07/09/12  
DOB 03/19/1970 0001307925  
SAGERMAN, SCOTT D MD

Northwest Community Hospital  
Northwest Community Day Surgery Center  
Arlington Heights, IL 60005



NURSING ADMISSION ASSESSMENT



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](http://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](http://www.patientaccounts.net) and use  
 Access Code: FP897

Statement Date 07/16/2012	Pay This Amount \$1,365.00	Account # 71265382
Payment Due Date 08/13/2012	SHOW AMOUNT \$ PAID HERE	

95156 - 1225  
 PAUL DULBERG  
 4606 HAYDEN CT  
 MCHENRY IL 60051-7918

Northwest Suburban Anesthesiologist Ltd  
 8163 Solutions Center  
 Chicago IL 60677-8001

51620011



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](http://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	
07/09/2012	Anesthesiology Services by Dr. S. SINGH for Dr. S. Sagerman CPT Code: 64718 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
<b>IMPORTANT MESSAGE ABOUT YOUR ACCOUNT</b>			Total Balance	\$1,365.00	
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.			Insurance Pending	\$0.00	
			Amount You Owe	\$1,365.00	

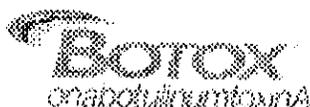
PAP-944-B-0

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  
 Dulberg 004610



12



**BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program**  
**Re-Enrollment Notification**

November 10, 2014

Kathy Kujawa, MD - Medical Doctor  
 Alexian Rehabilitation Hospital  
 1600 Sldg 800 Mieserfield Rd # 610  
 Elk Grove Village, IL 60007

Service Request Number: A100020P

Dear Kathy Kujawa, MD - Medical Doctor,

The BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program is pleased to have provided your patient, Paul Dulberg, with BOTOX<sup>SM</sup> at no charge for the past year. After 10 months from the date of enrollment, we are required to review the patient's eligibility information to ensure that the patient continues to qualify for the program.

To re-enroll in the BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program, please complete the following steps:

1. Review the completed application for accuracy.
2. Ensure you and your patient sign the Certification and Consent Statement on the application form.
3. Include a copy of your patient's (or guardian's) income documentation.

Acceptable forms of income documentation include one of the following:

- 1040, 1040A, or 1099 from the most recent tax year
- W-2
- Social Security Statement

Should your patient receive coverage for BOTOX<sup>SM</sup> through Medicare, Medicaid, or any other third party payer benefit, please notify the BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program immediately so that we can review your patient's eligibility.

Please remember that in order to comply with applicable laws and regulations, you agree not to bill or collect from the patient or any government or private payer, or to trade, sell, barter for or return for credit any visit you receive under this program. In addition, if you are unable to waive the administrative fee, please be sure that your patient understands that these costs are his or her responsibility.

As a reminder, the patient is not eligible for consideration to participate in the BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program until we receive the necessary form and income documentation. If we do not receive the required paperwork by , your patient will be withdrawn from the patient assistance program.

Thank you for your continual support in helping financially needy patients to gain access to BOTOX<sup>SM</sup>.

Sincerely,

BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program

® mark owned by Allergan, Inc.

**BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program**  
 PO Box 1376 - San Bruno, CA 94066 - Phone: 800-44-BOTOX (Option 6) - Fax: (877) 530-6630

Allergan reserves the right to modify or discontinue the BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program at any time, without further notice.



**BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program**  
Application Form

Date: <Date>



Provider Sponsor Name: <u>Kathy Nelson</u>	Contact Person and Title: <u>Kathy Nelson</u>
Address: <u>Eberle Bldg 100 Charleston Rd # 310</u>	City: <u>Elk Grove Village</u> State: <u>IL</u> Zip: <u>60007</u>
Phone Number: _____	Fax Number: _____
Facility Name: <u>Aledan Rehabilitation Hospital</u>	<input checked="" type="checkbox"/> Physician's Office <input type="checkbox"/> Hospital <input type="checkbox"/> Other
License Number: _____	N/A

Please provide contact person and address for product shipment (if different from above):

Provider Sponsor Name: _____	Contact Person and Title: _____
Address: _____	City: _____ State: _____ Zip: _____
Phone Number: ( ) _____	Fax Number: ( ) _____



Diagnosis (ICD-9 Code): _____	Estimated Dose (in 100 Unit vials): _____
-------------------------------	---

I certify that I have read the Sponsor's Declaration and Consent Statement in full and that I understand and agree to the terms stated in the Declaration by signing below.

Provider Sponsor's Signature (required): _____	Date Signed (required): _____
--	-------------------------------



Patient Full Name: <u>Pavel Dulberg</u>	Social Security Number: _____
Address: <u>4806 Hayden Ct</u>	City: <u>Mchenry</u> State: <u>IL</u> Zip: <u>60051</u>
Phone Number: (677) <u>467-4259</u>	Date of Birth: <u>03/10/1970</u>
Number of members in household: _____	U.S. Resident (including Puerto Rico and U.S. Territories): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Patient's annual gross household income: \$ _____	Income Source: <input type="checkbox"/> 01040 <input type="checkbox"/> 01040A <input type="checkbox"/> 01000 <input type="checkbox"/> 01020 <input type="checkbox"/> 01020A <input type="checkbox"/> Social Security Statement

I certify that I have read the Patient Certification and Consent Statement in full and that I understand and agree to the terms stated in the Declaration by signing below.

Patient's Signature (required): _____	Date Signed (required): _____
---------------------------------------	-------------------------------

Please provide documentation verifying your income by attaching a copy of your 1040, 1040EZ, or 1099 from the most recent tax year, W-2, or Social Security Statement.



OHMOIEPO OPPG OFOS Dindemsky DIMedicare OMedicaid OIns Insurance					
Primary Insurance Company:		Secondary Insurance Company:			
Policy Number:	Group Number:	Policy Number:	Group Number:		
Address:		Address:			
City:	State:	Zip:	City:	State:	Zip:
Phone Number:		Phone Number:			
Subscriber's Name:		Subscriber's Name:			
Date of Birth:		Date of Birth:			
Subscriber's Relationship to Patient:		Subscriber's Relationship to Patient:			

**BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program**  
PO Box 1370 - San Bruno, CA 94068 - Phone: 800-44-BOTOX (Option 6) Fax: (677) 530-6600

Allergan reserves the right to modify or discontinue the BOTOX PATIENT ASSISTANCE<sup>SM</sup> Program at any time, without further notice.



## PLEASE READ DECLARATION BEFORE SIGNING FRONT OF FORM

The BOTOX PATIENT ASSISTANCE® Program offers assistance to financially eligible patients who need BOTOX® treatment. Patients who are uninsured or underinsured and are unable to afford the cost of therapy may be eligible for enrollment. While Allergan makes every effort to grant aid when needed and appropriate, the program is limited in available resources and may be discontinued at any time, without further notice.

I certify that the use of BOTOX® is medically necessary and appropriate and that I will be supervising the patient's treatment accordingly.

I further certify that, to the best of my knowledge, this patient has no medical insurance coverage for BOTOX®, including Medicaid/Medicare or other public programs, and the patient has insufficient financial resources to pay for the prescribed therapy. I agree not to bill or collect from the patient or any government or private payer, or to trade, sell, barter for or return for credit any BOTOX® provided under the BOTOX PATIENT ASSISTANCE® Program.

I also certify that my patient understands that these costs are his/her responsibility if I am unable to waive the administration fee.

I agree that any BOTOX® I receive for the patient named in the application will be used only for this patient.

I also understand that Allergan Inc. reserves the right to modify or discontinue the BOTOX PATIENT ASSISTANCE® Program at any time, without further notice.

Under this program, Allergan agrees to ship product to the sponsor for visits of therapeutic BOTOX® for patients who have met the requirements set forth by the BOTOX PATIENT ASSISTANCE® Program. All of the terms and conditions below must be met in order for a patient to be enrolled in the program:

- Patient must meet the eligibility criteria
- Sponsor must complete and sign the application.
- Patient must complete and sign the application and provide income documentation

I understand that this patient assistance program provides BOTOX® at no charge and does not include the provider administration fee.

I verify that the information provided in this application is complete and accurate to the best of my knowledge and may be used by Allergan Inc. and/or its agent or authorized designee in determining eligibility to participate in the BOTOX PATIENT ASSISTANCE® Program. I understand that at such time as I obtain coverage or have the financial resources to pay for the cost of therapeutic BOTOX®, I will notify Allergan of such a change in my coverage status. I understand that I will be re-evaluated for eligibility for the BOTOX PATIENT ASSISTANCE® Program every 12 months.

I understand that, by my signature, any and all information that I provide may be shared with my treating provider.

By my signature, I agree that Allergan Inc. and/or its agent or authorized designee may contact my health care provider to request information concerning my medical condition and I hereby direct them to provide information relative to my medical condition or treatment of drug therapy, as requested. In addition, I agree that Allergan Inc. and/or its agent or authorized designee may contact my payer to obtain benefit information for therapeutic BOTOX®.

Allergan Inc. and/or its agent or authorized designee agrees not to disclose any information obtained from these sources to any third party except as provided herein or except as required by applicable law.

I also understand that Allergan Inc. reserves the right to modify or discontinue the BOTOX PATIENT ASSISTANCE® Program at any time, without further notice.

- Yes, I am interested in receiving additional information about BOTOX®
- No, I am not interested in receiving additional information about BOTOX®

Patient's Signature (required)

Date Signed (required)

© mark owned by Allergan, Inc.

**BOTOX PATIENT ASSISTANCE® Program**  
 PO Box 1376 San Bruno, CA 94066 - Phone: 800-44-BOTOX (Option 6) - Fax: (877) 530-6680

Allergan reserves the right to modify or discontinue the BOTOX PATIENT ASSISTANCE® Program at any time, without further notice.

**HIPAA AUTHORIZATION FOR THE USE AND DISCLOSURE OF PATIENT INFORMATION**

I authorize my physician, \_\_\_\_\_ ("Physician") to give Allergan, Inc., any subcontractors or agents of Allergan, Inc. ("Allergan") information about me which is necessary to determine my eligibility for the BOTOX PATIENT ASSISTANT Program ("Program"), to administer the Program and to account for my withdrawal should I decide to stop participating in the Program. I understand that the type of information that can be given under this authorization may include my name, birth date, address, telephone number, social security number, income, prescription coverage, prescription for medication(s), financial documents and insurance records. I further understand that if my information is incomplete or the completed information does not allow me to participate in the Program that I may be notified of such by Allergan. I also understand that signing this authorization does not guarantee that I will be accepted into the Program. I further understand that because Allergan is not covered by federal privacy regulations, after my information is disclosed to Allergan, it will no longer be protected under federal law and could be subject to re-disclosure. This authorization will expire one (1) year after the date it is signed below, or one (1) year after the last date I receive medications under the Program, whichever is later. I may cancel this authorization at any time by providing written notice to Allergan at the address set forth below. My revocation will become effective on the date my written notice is received and processed by the Program and at such time I will no longer be qualified to receive medication assistance from the Program. I understand that my refusal to sign this authorization will not affect my ability to obtain treatment from my Physician, but that I will not be able to participate in the Program.

You are entitled to a copy of this authorization for your records.

-----  
 Signature of patient or authorized person \_\_\_\_\_ Date \_\_\_\_\_

-----  
 Relationship/Reason patient is unable to sign \_\_\_\_\_

Allergan reserves the right to modify or discontinue the BOTOX PATIENT ASSISTANCE™ Program at any time, without further notice.

Dec. 1. 2016 10:09AM

Amita Health (847) 303-7929

No. 5546 P. 1

printed 12/01/2016 09:58 AM

### ALEXIAN BROTHERS MEDICAL GROUP

BONAVENTURE MEDICAL  
FOUNDATION  
PO BOX 5588  
BELFAST, ME 04915-5500  
billing phone: (847) 506-6622

PATIENT NAME AND ADDRESS	PATIENT NAME
PAUL DULBERG 4506 HAYDEN COURT MCHENRY, IL 60051	315684 PAUL DULBERG
	HOME TELEPHONE
	03/19/1970 (847) 497-4250

### Billing Summary

Claim ID	Invoice	Post Date	Post Date	Type	Reason	Plan	Supervisor	Net	Net	Net	
Claim ID 3612197											
3612197	99213	11/11/2016	11/14/2016	CHARGE	99213	AETNA BETTER HEALTH - FAMILY HEALTH PLAN (MEDICAID HMO)	KATHY KUJAWA	\$119.00			
3612197	99213	11/11/2016	11/28/2016	PAYMENT	CHECK 00877475	AETNA BETTER HEALTH - FAMILY HEALTH PLAN (MEDICAID HMO)	KATHY KUJAWA	\$-28.35			
3612197	99213	11/11/2016	11/28/2016	ADJUSTMENT	CONTRACTUAL	AETNA BETTER HEALTH - FAMILY HEALTH PLAN (MEDICAID HMO)	KATHY KUJAWA	\$-90.65			
								OUTSTANDING	\$0.00	\$0.00	\$0.00
<b>TOTAL CHARGE OUTSTANDING AS OF 12/01/2016</b>									<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

ALEXIAN BROTHERS MEDICAL GROUP - 800 BIESTERFIELD RD, ELK GROVE VILLAGE IL 60007-3361

DULBERG, PAUL (id #315684, dob: 03/19/1970)



Date: 11/22/2016

RE: Patient: Dulberg, Paul  
DOB: 03/19/1970  
Address: 4606 Hayden Court  
McHenry, IL 60051

Patient ID: 315684

To Whom It May Concern:

I am writing at the request of my patient, Mr. Paul Dulberg, after our most recent clinic visit on 11/11/16. During that visit, we discussed at length the IME from Dr. Craig Phillips at the Illinois Bone & Joint Institute completed on 10/4/16. Dr. Phillips wrote a very detailed, elegant and comprehensive review of Mr. Dulberg's orthopedic injury that occurred on June 2011. However, I was rather surprised and shocked at the paucity of neurologic input into Mr. Dulberg's evaluation.

A Movement Disorders neurologist, like myself, practices in a highly subspecialized field that includes Tourettes syndrome, Parkinsons disease, Essential tremor, and Mr. Dulberg's condition of dystonia. I completed an additional 2-year fellowship program at Rush Medical Center in Chicago, after my 4-year neurologic resident training period, and have been practicing exclusively in this field for the past 17 years. I do not know Dr. (?Karen) Levin, from the Associates of Neurology, but I can assume this physician is a general neurologist.

Dystonia is a rare neurological disorder, and can be easily missed by any physician who does not have the specific training or experience to recognize its symptoms. Therefore I ask that this information be considered in Mr. Dulberg's case.

Sincerely,

Electronically Signed by: KATHY KUJAWA, MD

KATHY KUJAWA, MD  
ALEXIAN BROTHERS MEDICAL GROUP

ALEXIAN BROTHERS MEDICAL GROUP

Dulberg, Paul (ID: 315684), DOB: 03/19/1970

DULBERG, PAUL (id #315684, dob: 03/19/1970)

**Encounters and Procedures**

## Clinical Encounter Summaries

**Encounter Date: 08/05/2016**

## Patient

**Name** DULBERG, PAUL (46yo, M) ID# 315684 **Appt. Date/Time** 08/05/2016 10:00AM

**DOB** 03/19/1970 **Service Dept.** ABMG - ALEXIAN NSI EMR

**Provider** KATHY KUJAWA, MD

**Insurance** Med Primary: MEDICAID-IL; ILLINOIS DEPARTMENT OF PUBLIC AID  
Insurance # : 921912416  
Med Cash: SLIDING FEE SCHEDULE - DISCOUNT  
Prescription: SURESCRIPTS LLC - This member could not be found in the payer's files. Please verify coverage and all member demographic information. details

## Chief Complaint

Followup: Organic writer's cramp  
Followup: Acquired torsion dystonia

## HPI

**\*HPI Text Box**

Reported by patient.

## Notes:

Here with mother, last seen 2/11/16  
Today is "pretty good" day.  
He reports cramping is worse by the end of the day, only lasts seconds, could not tolerate Baclofen (sedation) in the past.  
Requesting handicap parking placard (ok with me) since he has difficulty loading heavy groceries (dog food) into his car.  
Pain still present, but improved with Neurontin

## Vitals

<b>Wt:</b> 160 lbs 08/05/2016 10:14 am	<b>Ht:</b> 5 ft 8 in 08/05/2016 10:14 am	<b>BMI:</b> 24.3 08/05/2016 10:14 am
<b>BP:</b> 130/80 sitting R arm 08/05/2016 10:17 am	<b>Pulse:</b> 88 bpm regular 08/05/2016 10:17 am	<b>RR:</b> 18 08/05/2016 10:17 am
<b>Pain Scale:</b> 0 08/05/2016 10:14 am		

## Allergies

Reviewed Allergies  
NKDA

## Medications

## Reviewed Medications

<b>alfuzosin ER 10 mg tablet, extended release 24 hr</b> 1 tab daily <b>Internal Note:</b> (for bladder)	01/29/16 filled
<b>gabapentin 300 mg capsule</b> takes 3 caps in am, noon & 4 caps at hs (up to 10 tabs/day) <b>Internal Note:</b> (reports difficulty cutting the scored 600 mg tabs)	02/08/16 filled
<b>naproxen 500 mg tablet</b> 1 tab at 6a & 6p PRN for neck pain	01/07/15 filled
<b>Neurontin 600 mg tablet</b> 1.5 tabs at 8a and 12noon, and 2 tabs at bedtime; scored-tabs <b>Note:</b> never started this strength due to concern of being too weak to cut the	11/06/14 prescribed Dulberg 004818

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 PROVIDER: KATHY KUJAWA, MD	\$ 153.00	
09/25/2013	CREDIT PATIENT PAYMENT - THANK YOU PATIENT BALANCE DUE -	\$ -110.00	\$ 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: 316684A380 7890



00000525-A

Billing Summary: DULBERG, PAUL #315684 (E#315684)

printed 02/26/2016 11:09 AM

**ALEXIAN BROTHERS  
MEDICAL GROUP**

BONAVENTURE MEDICAL  
FOUNDATION  
PO BOX 5588  
BELFAST, ME 04915-5500  
billing phone: (847) 506-6622

<b>GUARANTOR NAME AND ADDRESS:</b> PAUL DULBERG 4606 HAYDEN COURT MCHENRY, IL 60051	<b>PATIENT #</b> 315684	<b>PATIENT NAME</b> PAUL DULBERG
	<b>DOB</b> 03/19/1970	<b>HOME TELEPHONE</b> (847) 497-4250

Billing Summary

Claim ID	Procedure	Diagnosis	Date of Service	Post Date	Type	Reason	Plan	Supervising Provider	Ins. 1	Ins. 2	Patient	
<b>Claim ID 3028493</b>												
<del>2028493</del>	99214	F488, G248	02/11/2016	02/16/2016	CHARGE	99214	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	\$175.00			
									OUTSTANDING	\$175.00	\$0.00	\$0.00
<b>Claim ID 2024939</b>												
<del>2024939</del>	99215	K01.9 (33384, 33379)	07/28/2015	07/29/2015	CHARGE	99215	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	\$234.00			
<del>2024939</del>	99215	K01.9 (33384, 33379)	07/28/2015	01/12/2016	PAYMENT	CHECK 935849	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	\$-54.75			
<del>2024939</del>	99215	K01.9 (33384, 33379)	07/28/2015	01/12/2016	ADJUSTMENT	CONTRACTUAL (136232)	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	\$-179.25			
									OUTSTANDING	\$0.00	\$0.00	\$0.00
<b>Claim ID 2020356</b>												
<del>2020356</del>	99215	K01.9 (33384, 33379)	03/10/2015	05/22/2015	CHARGE	99215	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	\$234.00			
<del>2020356</del>	99215	K01.9 (33384, 33379)	03/10/2015	08/08/2015	PAYMENT	CHECK 919520	FAMILY HEALTH NETWORK - APEX	KATHY KUJAWA	\$-48.00		Dulberg 004820	

13

**PAUL DULBERG**

4806 Hayden Ct, McHenry, IL 600517918  
(847)497-4260

**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*

3926 W ELM ST MCHENRY, IL 600504361  
PH: (815)363-0722

Customer  
Receipt

**PAUL DULBERG**

4808 Hayden Ct, McHenry, IL 600517918  
(847)497-4250

**RX # -2132246-05469**

DATE: 08/28/11



**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*

3925 W ELM ST MCHENRY, IL 600504361  
PH: (815)363-0722

Customer  
Receipt

14



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.**

15

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:  
PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

PAGE 4

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
00105375	9-02-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$2.00 DR KUJAWA	300	0 of 5
00105375	3-17-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	5 of 5
00105375	1-12-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	4 of 5
00105375	12-09-14	APC	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30	JS \$.00 DR KUJAWA	300	3 of 5
00105375	11-06-14	ILM	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30	JS \$2.00 DR KUJAWA	300	2 of 5
00105375	10-06-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$2.00 DR KUJAWA	300	1 of 5
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
00100296	5-13-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$2.00 DR KUJAWA	180	0 of 5
00100296	8-04-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$2.00 DR KUJAWA	180	2 of 5

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

PAGE 2

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
[REDACTED]	[REDACTED]	C	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	C	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
00118291	4-20-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	0 of 5
00118291	9-30-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	5 of 5
00118291	8-27-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	DL DR KUJAWA	300	4 of 5
00118291	7-23-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	3 of 5
00118291	6-23-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	2 of 5
00118291	5-19-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	1 of 5
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	C	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	C	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:  
PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

PAGE 1

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
00132809	12-18-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:29	AMB \$.00 DR KUJAWA	290	0 of 11
00132809	3-29-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	4 of 11
00132809	3-04-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	3 of 11
00132809	2-08-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	2 of 11
00132809	1-12-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	1 of 11
00132241	12-08-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:7	JS \$.00 DR KUJAWA	70	0 of 0
00130047	11-02-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	CS \$.00 DR KUJAWA	300	0 of 0
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	PC	[REDACTED]	[REDACTED]	[REDACTED]	5 of 5

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

PAGE 4

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
00108143	11-06-14	ILM	OXYBUTYNIN TAB 5MG ER 5MG ER 00378-6605-01 DS:30 \$2.00	JS DR BERGER	30	1 of 3
00107661	9-26-14	ILM	PROCHLORPERAZINE 5MG TAB 5MG 59746-0113-06 DS:2 \$2.00	JS DR PARKER	10	0 of 0
00105375	9-02-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 \$2.00	JS DR KUJAWA	300	0 of 5
00105375	3-17-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 \$.00	JS DR KUJAWA	300	5 of 5
00105375	1-12-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 \$.00	JS DR KUJAWA	300	4 of 5
00105375	12-09-14	APC	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30 \$.00	JS DR KUJAWA	300	3 of 5
00105375	11-06-14	ILM	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30 \$2.00	JS DR KUJAWA	300	2 of 5
00105375	10-06-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 \$2.00	JS DR KUJAWA	300	1 of 5
00105096	8-08-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 00093-7338-01 DS:30 \$2.00	JS DR BERGER	30	0 of 2
00105096	10-06-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 00781-2076-01 DS:30 \$2.00	JS DR BERGER	30	2 of 2
00105096	9-03-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 62756-0160-88 DS:30 \$2.00	JS DR BERGER	30	1 of 2
00103621	7-14-14		SALINE MIST SPR 0.65% 0.65% 00536-2506-76 DS:10 \$5.15	JS DR PRICE	45	0 of 0
00103619	7-14-14	ILM	AZITHROMYCIN 250MG TAB 250MG 64679-0961-04 DS:5 \$2.00	JS DR PRICE	6	0 of 0
00100296	5-13-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 \$2.00	JS DR KUJAWA	180	0 of 5
00100296	8-04-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 \$2.00	JS DR KUJAWA	180	2 of 5

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAGE 3

PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
00111638	4-17-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30	JS \$ .00 DR BERGER	30	4 of 5
00111638	3-18-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30	DL \$ .00 DR BERGER	30	3 of 5
00111638	2-11-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS \$ .00 DR BERGER	30	2 of 5
00111638	1-07-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS \$ .00 DR BERGER	30	1 of 5
00110581	11-20-14		NAPROXEN 500MG TAB 500MG 53746-0190-01 DS:30	JS \$4.00 DR ONWUTA	60	0 of 1
00110581	1-07-15	APC	NAPROXEN 500MG TAB 500MG 53746-0190-01 DS:30	JS \$ .00 DR ONWUTA	60	1 of 1
00109452	10-31-14	ILM	TIZANIDINE 4MG TABLET 4MG 57664-0503-89 DS:30	JS \$2.00 DR ONWUTA	60	0 of 0
00108149	10-08-14	RXW	VITAMIN D 2000UNIT TAB 2000UNIT 00904-6157-60 DS:30	JS \$8.36 DR BERGER	100	0 of 0
00108146	10-08-14	RXW	PHENAZOPYRID TAB 200MG 200MG 65162-0520-10 DS:7	JS \$39.26 DR BERGER	21	0 of 0
00108145	10-08-14	ILM	CIPROFLOXACIN 500MG TABLET 500M 00143-9928-01 DS:10	JS \$2.00 DR BERGER	20	0 of 0
00108144	11-04-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 00781-2076-01 DS:30	JS \$2.00 DR BERGER	30	0 of 3
00108144	12-05-14	APC	TAMSULOSIN 0.4MG CAP 0.4MG 00781-2076-01 DS:30	JS \$ .00 DR BERGER	30	1 of 3
00108143	10-08-14	ILM	OXYBUTYNIN TAB 5MG ER 5MG ER 00378-6605-01 DS:30	JS \$2.00 DR BERGER	30	0 of 3
00108143	1-07-15	APC	OXYBUTYNIN TAB 5MG ER 5MG ER 00378-6605-01 DS:30	JS \$ .00 DR BERGER	30	3 of 3
00108143	12-05-14	APC	OXYBUTYNIN TAB 5MG ER 5MG ER 00378-6605-01 DS:30	JS \$ .00 DR BERGER	30	2 of 3

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAGE 2

PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
00122242	11-02-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30	CS DR BERGER	30	4 of 5
00122242	9-30-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS DR BERGER	30	3 of 5
00122242	8-27-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	DL DR BERGER	30	2 of 5
00122242	7-23-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS DR BERGER	30	1 of 5
00118291	4-20-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	0 of 5
00118291	9-30-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	5 of 5
00118291	8-27-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	DL DR KUJAWA	300	4 of 5
00118291	7-23-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	3 of 5
00118291	6-23-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	2 of 5
00118291	5-19-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS DR KUJAWA	300	1 of 5
00116538	3-18-15	APC	PROCHLORPER TAB 10MG 10MG 00781-5021-01 DS:5	DL DR LI	30	0 of 0
00111640	12-09-14	APC	CIPROFLOXACIN 500MG TABLET 500M 00143-9928-01 DS:14	JS DR BERGER	28	0 of 0
00111639	12-09-14	APC	NAPROXEN 500MG TAB 500MG 53746-0190-01 DS:20	JS DR BERGER	40	0 of 0
00111638	12-09-14	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS DR BERGER	30	0 of 5
00111638	5-19-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30	JS DR BERGER	30	5 of 5

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

PAGE 1

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
00132809	12-18-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:29	AMB \$.00 DR KUJAWA	290	0 of 11
00132809	3-29-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	4 of 11
00132809	3-04-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	3 of 11
00132809	2-08-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	2 of 11
00132809	1-12-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$.00 DR KUJAWA	300	1 of 11
00132241	12-08-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:7	JS \$.00 DR KUJAWA	70	0 of 0
00130047	11-02-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	CS \$.00 DR KUJAWA	300	0 of 0
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	PC	[REDACTED]	[REDACTED]	[REDACTED]	5 of 5

CASH PRICING

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY, IL60050

RUN DATE: 4-08-16

Drug Name	Str	Unt	Home	Cvg	FS	Qty	Aq	Cst	Cost	Current Retail
GABAPENTIN 300MG CA	300MG	500				300				30.63
GABAPENTIN 300MG CA	300MG	100	00378-5427-01							53.93

GENOA A QOL HC CO #10170  
4100 VETERANS PARKWAY  
MCHENRY IL 60050

FROM 8-01-13 TO 4-08-16  
RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAGE 5

PAUL DULBERG  
4606 HAYDEN COURT  
MCHENRY IL 60050  
847-497-4250

GENDER: M BIRTH DATE: 3-19-70  
SENSITIVITIES:

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
00100296	6-30-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$2.00 DR KUJAWA	180	1 of 5

[REDACTED]

00089746	11-26-13		GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS \$19.24 DR KUJAWA	60	0 of 3
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[REDACTED]

00084883	8-14-13		GABAPENTIN 300MG CAP 300MG 14550-0512-04 DS:30	JS \$19.49 DR LEVIN	60	0 of 2
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00084883	10-25-13		GABAPENTIN 300MG CAP 300MG 14550-0512-04 DS:30	JS \$19.24 DR LEVIN	60	2 of 2
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00084883	10-01-13		GABAPENTIN 300MG CAP 300MG 14550-0512-04 DS:30	JS \$19.24 DR LEVIN	60	1 of 2
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[REDACTED]

TOTAL COST OF PRESCRIPTIONS LISTED: \$219.18

16



N. Richmond Rd.  
McHenry, IL - # 218  
(815) 578-9700      meijer.com

Meijer Team appreciates your business  
07/01/11  
Your fast and friendly checkout was  
provided by Fastlane114

GROCEARY STORE		
3330700	FIRST AID PADS	2.29 + N
1073087	NEOSPORIN	7.19 N
3634008	PAIN RELIEF	9.79 N

TOTAL		
	TOTAL TAX	.34
	TOTAL	19.61

PAYMENTS		
SH	TENDER	20.00
SH	CHANGE	.39

NUMBER OF ITEMS      3

See Service Desk or Meijer.com for  
optional and sale item return details.



Tx:40    Op:565    Tr:114    Cr:    5

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.

**THIRD AMENDED NOTICE OF DISCOVERY DEPOSITIONS**

TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114  
Fax: 815/226-7701

Perry Accardo  
Law Office of M. Gerard Gregoire  
200 N. LaSalle Street, Suite 2650  
Chicago, IL 60601-1092  
Fax: 312/558-9357

**YOU ARE HEREBY NOTIFIED** that on **March 20, 2013**, we shall for the purpose of discovery, take the depositions of

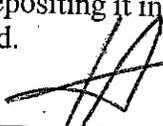
**BILL MCGUIRE at 1:00 P.M.; and  
CAROLINE MCGUIRE at 2:00 P.M.**

at the **LAW OFFICES OF SCOTT A. HIERA, 3421 W. ELM STREET, MCHENRY, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

**CERTIFICATE OF SERVICE**

I certify that I served this Notice via facsimile and by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on January 29, 2013 with proper postage prepaid.

  
\_\_\_\_\_  
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 No. 6203684

**\*\* Transmit Conf. Report \*\***

P.1  
LAW OFFICE T POPOVICH Fax 1-815-344-5280

Jan 29 2013 04:58pm

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
18152267701	Normal	29:04:57pm	0'32"	1	* O K	Brdcast
13125589357	Normal	29:04:58pm	0'17"	1	# O K	Brdcast

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.

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Fax: 312/558-9357

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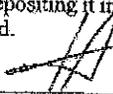
**BILL MCGUIRE at 1:00 P.M.; and  
CAROLINE MCGUIRE at 2:00 P.M.**

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**CERTIFICATE OF SERVICE**

I certify that I served this Notice via facsimile and by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on January 29, 2013 with proper postage prepaid.

  
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 No. 6203684

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. )

**FAXED**

No. 12 LA 178

**THIRD AMENDED NOTICE OF DISCOVERY DEPOSITION**

TO: Ronald A. Barch  
Cicero, France, Barch & Alexander, PC  
6323 E. Riverside Blvd.  
Rockford, IL 61114  
Fax: 815/226-7701

Perry Accardo  
Law Office of M. Gerard Gregoire  
200 N. LaSalle Street, Suite 2650  
Chicago, IL 60601-1092  
Fax: 312/558-9357

**YOU ARE HEREBY NOTIFIED** that on **JANUARY 17, 2012, at 1:00 p.m.** we shall for the purpose of discovery, take the deposition of **DAVID GAGNON** at the **LAW OFFICES OF THOMAS J. POPOVICH, P.C., 3416 W. Elm Street, McHenry, IL**, upon oral interrogatories, as though under cross examination, pursuant to the provisions of the Civil Practice Act and Rules of the Supreme Court.

This Notice is served upon you in conformity with the above-named Act and Rules and is intended to require the presence of the party, identified herein, at said time and place. It is requested that each party or counsel advise the undersigned attorney in writing 72 hours prior to the deposition should the witness require an interpreter for the English language.

**CERTIFICATE OF SERVICE**

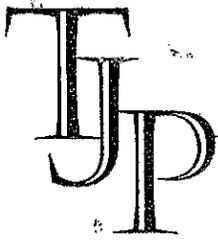
I certify that I served this Notice via facsimile and by mailing a copy to each person to whom it is directed at the address above indicated by depositing it in the U.S. Mail at McHenry, IL 60050, on November 13, 2012 with proper postage prepaid.



\_\_\_\_\_  
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 No. 6203684

S:\Main\DULBERG, PAUL\Discovery\3rd Notice of Def Gagnon's dep 11-13-12.wpd



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](http://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 8, 2013

VIA CERTIFIED MAIL:

Michael McArtor  
4606 Hayden Court  
McHenry, IL 60051

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

Dear Mr. McArtor:

Please find enclosed a Subpoena issued by the Circuit Court of McHenry County compelling your attendance at a discovery deposition set for March 20, 2013, beginning at 12:00 p.m. in the above-captioned matter. The deposition will proceed at the Law Office of Scott A. Hiera at 3421 W. Elm Street, McHenry, Illinois. Further enclosed, please find a check in the amount of \$35.00 for your attendance.

**Please contact my assistant, Sheila upon your receipt of this letter to confirm the date, time and location of your deposition. Do not appear on your deposition date without confirming your availability. Please be advised that pursuant to the applicable Supreme Court Rules, your failure to respond to the enclosed subpoena may subject you to further sanctions upon order of the Circuit Court of McHenry County.**

Thank you in advance for your cooperation.

Very truly yours,

**COPY**

HANS A. MAST

smq  
Enclosures

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

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) ▶ \_\_\_\_\_  Exempt payee

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
3416 W. Elm Street

City, state, and ZIP code  
McHenry, IL 60050

List account number(s) here (optional)

Requester's name and address (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:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

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## Your Benefits and Opportunities

With the Allstate® Your Choice Home **Gold Protection** package, you enjoy a wide range of rewards!

### Gold Protection Package Features at a Glance:

- ✓ **Guaranteed Renewal for Claims**—with this feature, your policy will be renewed regardless of the number of claims you have.
- ✓ **Claim-Free Bonus**—if you remain claim-free, you can earn a credit of up to 5%, which can be applied toward your next renewal premium. Your current credit amount is \$19.59.
- ✓ **Coverage Cushion**—extended protection that provides reimbursement of up to 120% of your policy limit for covered losses.
- ✓ **Increased contents coverage**—for contents and valuables inside your home (while this amount is typically equal to 60% of your current Dwelling coverage limit, it is increased to 75%).
- ✓ **Coverage for theft of jewelry, watches and furs**—up to \$5000.

Please see the "Important Information" section of this form for additional Gold Protection package features information.

### New Personalized Options

In addition to Allstate® Your Choice Home packages, we also now offer new Personalized Options. These specialized options provide specific coverage and limit combinations that cater to the individual interests of today's homeowner. Perhaps one of these Personalized Options is right for you:

**Prized Possessions** : provides extended coverage —up to \$10,000 —and increased limits for special assets, such as jewelry, watches and furs and increased limits for silverware.

**Home Enterprise Coverage** : provides increased coverage limits for those who work from home in an office or studio and need additional protection for equipment, supplies, furnishings and liability for business pursuits. Also includes \$5000 worth of electronic data recovery expense.

**Electronic Data Recovery Endorsement** : provides expense reimbursement up to \$5000 for costs associated with researching, replacing and restoring lost data. It also provides coverage in the event of lost data due to a computer virus.

**Yard & Garden** : includes higher limits and extended coverage for trees, shrubs, landscaping and motorized land vehicles (such as riding lawn mowers and garden tractors).

**Sports & Leisure** : provides expanded coverage for items such as sports equipment and increased coverage limits for certain watercraft.

**Music & Photography** : provides extended coverage for musical instruments and photography equipment.

You can add a Your Choice Home package or Personalized Option to your policy right away, without waiting for your current policy to expire—just call your Allstate representative for a quote today!

PROP \*510004810081053004221002\*



Information as of  
August 10, 2010

Michael Koch Ins  
612 S Wells, Unit F  
Lake Geneva WI 53147

**Your Quick Insurance Check**

- ✓ Verify the information listed in the Policy Declarations.
- ✓ Please call if you have any questions.
- ✓ Now you can pay your premium before your bill is issued - visit [allstate.com](http://allstate.com) or call 1-800-Allstate®.



David and Pam Gagnon  
39010 90th Pl  
Genoa City WI 53128-2402

**With this renewal, keep getting protection and rewards like never before.**

**Allstate® Your Choice Home Insurance—Your Renewal Offer**

We're pleased to offer to renew your Allstate Property and Casualty Homeowners policy with the Your Choice Home Gold Protection package for another year.

With this package, you're saying YES to extra benefits, including:

- Being renewed regardless of the number of claims you have.
- For remaining claim-free, a credit of up to 5% to apply towards your next renewal premium.
- Extended protection in the event of a covered loss.
- Increased coverage for contents and valuables inside your home.
- Coverage for theft of jewelry, watches and furs—up to \$5000.

Be sure to check the **Your Benefits and Opportunities** page, which provides information about the Gold Protection package features, along with ways to save even more on your premium. And don't forget that we now offer new Personalized Options, which provide tailored coverages designed to meet the needs of today's homeowner—details are also highlighted on the Your Benefits and Opportunities page.

**Additional Information**

You'll want to review the attached Policy Declarations to make sure you're comfortable with the coverage choices you've made. Also, unless a mortgage company or lienholder pays your insurance premium for you, your bill will be sent to you separately. If you're enrolled in the Allstate Easy Pay Plan, you won't receive a bill. Instead, we'll send you a statement detailing your payment withdrawal schedule.

(over)

PROP \*510004810081053004221001\*

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Information as of  
August 10, 2010

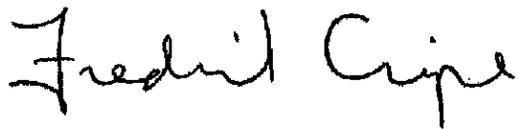
RP468

**Have Questions? Please Contact Us**

To learn more about Personalized Options, or if you have questions about your policy, please call your Allstate representative at (262) 248-0861. For online services, such as making a payment or viewing policy information, you can register at our Customer Care Center on *allstate.com*. And for 24-hour-a-day, 7-day-a-week service and information, just call 1-800-ALLSTATE® (1-800-255-7828).

**We Appreciate Your Business**

Thanks again for choosing Allstate—where you get more than just great coverage and service. You get Allstate's 75 years of business experience behind you. So you're working with a team of people who know insurance and give you the freedom to manage your policy your way.

A handwritten signature in black ink that reads "Fredrick Cripe". The signature is written in a cursive, slightly slanted style.

Frederick F. Cripe  
President, Allstate Property and Casualty Insurance Company