

**From:** Paul Dulberg Paul\_Dulberg@comcast.net  
**Subject:** Re: Dulberg v Popovich et al; Deposition dates?  
**Date:** January 29, 2020 at 8:21 PM  
**To:** Julia C. Williams jwilliams@williamslawchicago.com  
**Cc:** Ed Clinton ed@clintonlaw.net, Mary Winch marywinch@clintonlaw.net

PD

Hi Julia,

I have answered each of the concerns in black bold text below in the body of your email.

I have also attached the attachments to this email.

The program that converted the emails to pdf's did not include the attachments.

My goal at the time was to capture the discussion within the emails, not necessarily the attachments.

This has me second guessing, Should I go through all the emails I have and save out the attachments just to be sure we got everything?

On second thought, It may be best to get the attachments from the source, the Baudin's and any other author of an email that shows an attachment as my emails are not necessarily 100% complete.

Please advise after reading my answers to the concerns raised.

Thanks,  
Paul

On Jan 29, 2020, at 3:49 PM, Julia C. Williams <jwilliams@williamslawchicago.com> wrote:

Dear Paul,

I have addressed your concerns below in black.

Further:

1. Opposing Counsel is requesting a more comprehensive affidavit of completeness for document discovery. I have attached a copy for your signature.

***Please sign and return via email the attached verification.***

Signed and attached to this email as Signed-Dulberg 214 Verification 2020 Jan 28.pdf

#### VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure and in compliance with Supreme Court Rule 214, the undersigned certifies that the statements set forth in this instrument are true and correct, and that the production is complete, except as otherwise noted therein, and except as to matters therein stated to be on information and belief as to such matters the undersigned certifies as aforesaid that s/he verily believes the same to be true.

  
Paul Dulberg

2. I see that there are some emails with Brad Balke. See Bates Stamp Dulberg 1322-1323, 1334, 1319, 1321. It appears that Brad Balke obtained your legal file from Hans Mast, reviewed it, but did not represent you, and turned the file over to you. *Is that correct?*

**I pulled this from memory but believe I have documented most or all of this within the emails but I would need a few days to dig through and cite the documentation.**

**You are partly correct and partly incorrect.**

**Balke did get the legal file and did represent Dulberg for a very short while.**

**Balke was outright fired by Dulberg.**

**Balke did make the file available to Dulberg much quicker than Mast. Balke left the file for Dulberg to pick up at an attorney office who was named Donahue in McHenry.**

3. You produced to us a number of emails that were sent promo The Baudin Law Group. A few of those emails had attachments that were not directly attached to the emails. As part of our document production, we produced the documents that you gave us to opposing counsel. It appears that some of the attachments are missing. We need to confirm that either (1) we have previously produced the attached, or (2) we have not produced it but we have it, or (3) we have not produced it and do not have it. I will address each document in turn below here, but first I will be sending all of the documents we produced so you have it all to review.

**The program that converted the emails to pdf's did not include the attachments.**

**This has me second guessing, Should I go through all the emails I have and save out the attachments just to be sure we got everything?**

Each document has a "bates stamp" number on the bottom right corner. I am going to refer to each document by its bates stamp.

Note that there are three sets of documents:

First Set "Dulberg Documents Disclosure FINAL 2019 May 29" contains Bates Stamp 1-2598

Second Set "Dulberg BK Files Bates 2599" contains Bates Stamp 2599-2619.

Third Set "Dulberg Bates 2620" contains Bates Stamp 2620-2638.

If we have more documents, we should produce them. If not, we will try to get them from their source. Most of these are from the Baudin Office. We can get them from Baudin if we need to.

A. Bates Dulberg 002625.

This document is an email from Baudin's office to you with an attachment that is described in the email as letter from Dr. Kujawa that should be dated around 11/22/2016 given the dates of the email and the fax correspondence.

I could not locate the document in the discovery that has been produced.

*Please review Document 2625. Do you have the attachment?*

Yes, It is attached to this email as incomingFax.pdf



incomingFax.pdf

B. Bates Dulberg 2631. This is an email from Baudin to you with a release for signature attached. I reviewed the documents and the document was produced as Bates Stamp Dulberg 1221-1223 appears to be the release that was attached to this email.  
*Please confirm.*

**Confirmed, Bates Stamp Dulberg 1221-1223 is Dulburg Release edit.pdf  
I have attached Dulburg Release edit.pdf to this email**



Dulburg Release  
edit.pdf

C. Bates Dulberg 2632.  
This document is an email from Baudin's office to you with two attachments. They appear to be the expert report from the IME (Craig Phillips?). I am not sure if Craig Phillips was the IME, but that may have been the person.  
I could not locate the document in the discovery that has been produced.  
*Please review Document 2632. Do you have the attachment?*

**No, This is strange, I cannot seem to find this attachment nor the original email.  
However, this was already disclosed in "Dulberg Documents Disclosure FINAL 2019 May 29" bates stamp 000343 - 000366 and 001617 - 001632  
If you think we need to, we can confirm this with Baudin's office.  
Please advise**

Best Regards,

Julia C. Williams  
Williams Law LLC  
111 W. Washington, Ste. 1437  
Chicago, IL 60602  
P: 312.508.3376  
F: 312.896.3946  
[www.williamslawchicago.com](http://www.williamslawchicago.com)  
[jwilliams@williamslawchicago.com](mailto:jwilliams@williamslawchicago.com)

This message may be privileged and confidential. If you are not the intended recipient, please delete the email and notify the sender immediately.

On Jan 23, 2020, at 12:42 PM, Paul Dulberg <[Paul\\_Dulberg@comcast.net](mailto:Paul_Dulberg@comcast.net)> wrote:

Hi Julia,

I am available both dates however, I have 4 major concerns before locking in a date:

1. Why depose me a week before Mast and give Mast the opportunity to read my deposition and formulate a strategy before he is questioned?  
It would seem to be more fair to both parties to do both depositions on the same day to get at the truth.

This is simply a matter of logistics. At this point, we do not have any final depositions dates yet. There is a possibility that we can take yours the first day and then his the next.

The depositions can last up to three hours and I suspect they will last at least three hours in this case. Doing them both on the same day is extremely difficult given travel etc. Generally, for substantive long depositions, I take them on different days.

I would like to meet with you and Ed at least one week prior to Mast's deposition and discuss the series of questions that I

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

Understood. We can go over those questions and you can provide us with any further questions that you have.

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

I have spoken with George Flynn, counsel for Hans, and I am tentatively planning to go to Hans' office to review his file, with George, immediately after court on Monday, February 3.

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

At this time, they have not determined who else will be deposed. They have not issued any subpoenas for depositions to date.

They may depose Bill McGuire, Carolyn McGuire, Michael McArtor, David Gagnon again. But given that they all previously gave depositions in the underlying case, they may not.

Further, they may choose to depose the doctors, but maybe not, given the depositions taken in the underlying case. The doctors could include Dr. Marcus Talerico, Dr. Scott Sagerman, Dr. Apiwat Ford, Dr. Kujawa.

Thanks,  
Paul

On Jan 22, 2020, at 4:26 PM, Julia C. Williams <[jwilliams@williamslawchicago.com](mailto:jwilliams@williamslawchicago.com)> wrote:

Dear Paul,

We continue to work on discovery with opposing counsel.

As we are moving through the written discovery, we are trying to get an idea of availability for depositions.

Are you available to have your deposition taken on Feb. 12? Can you get downtown to opposing counsel's office at 150 S Wacker?

Also, we are looking at taking Hans Mast deposition on either Feb. 19 or Feb. 20. The location has yet to be determined. I would prefer to take it at my office, but we may take it in McHenry county, but we are looking for office space to do that.

If you wish to attend Mr. Mast deposition, are you available on Feb. 19 or 20?

Best Regards,

Julia C. Williams  
Williams Law LLC  
111 W Washington Ste 1437

### VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure and in compliance with Supreme Court Rule 214, the undersigned certifies that the statements set forth in this instrument are true and correct, and that the production is complete, except as otherwise noted therein, and except as to matters therein stated to be on information and belief as to such matters the undersigned certifies as aforesaid that s/he verily believes the same to be true.

  
Paul Dulberg



FAX

## CONFIDENTIAL FACSIMILE TRANSMITTAL SHEET

## NOTE TO ALL RECIPIENTS:

**IMPORTANT WARNING:** This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. If you have received this message by error, please immediately notify us by telephone, and shred these documents immediately.

**CONFIDENTIALITY NOTICE:** If Confidential Health Information also known as Protected Health Information (PHI) is contained in this fax, it is personal and sensitive information related to a person's health care. It is being faxed to you after appropriate authorization from the patient or under circumstances that do not require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without additional patient consent or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

## TO:

Name of Recipient:

Randy Baudin Law Group

Telephone #:

Recipient FAX #:

312-800-7494

## FROM:

AMITA Health Medical Group Neurosciences Institute  
800 Biesterfield Road, Eberle Building, Suite 610 | Elk Grove Village, IL  
60007

Sender:

K. Kujawa

Telephone #: 847.981.3630

Fax #: 847.981.3633

Urgent | For Review | Please Comment | Please Reply | Please Recycle

Message:

Re: Paul Dulberg

Date:

11/22/16

Number of pages including this page:

2

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

A handwritten signature in black ink that reads "Kathy Kujawa". The signature is written in a cursive, flowing style.

KATHY KUJAWA, MD  
ALEXIAN BROTHERS MEDICAL GROUP

ALEXIAN BROTHERS MEDICAL GROUP

Dulberg, Paul (ID: 315684), DOB: 03/19/1970



The Baudin Law Group  
PO BOX 1678  
CRYSTAL LAKE IL 600391678

December 14, 2016

INSURED: DAVID GAGNON  
DATE OF LOSS: June 28, 2011  
CLAIM NUMBER: 0245281968 SKO

PHONE NUMBER: 888-237-4154  
FAX NUMBER: 866-655-9671  
OFFICE HOURS: Mon - Fri 8:00 am - 6:30 pm,  
Sat 8:00 am - 4:30 pm

YOUR CLIENT: PAUL DULBERG

Dear The Baudin Law Group,

I am pleased that we have been able to settle this claim in an amicable manner. You will find enclosed the release agreement for your client's signature.

Please return a signed original of the enclosed release to my attention.

If a lawsuit had been filed, please forward a properly executed request for dismissal with prejudice directly to the attorney representing our insured.

Please call me at the number below and refer to our claim number if you wish to discuss any aspect of this case, including this letter.

Sincerely,

***KAREN O NEIL***

KAREN O NEIL  
888-237-4154 Ext. 9726754  
Allstate Property and Casualty Insurance Company



## RELEASE OF ALL CLAIMS

CLAIM # 0245281968

This Indenture Witnesseth that, in consideration of the sum of Three Hundred Thousand dollars (\$300,000.00), receipt whereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge David and Pam Gagnon and Allstate Insurance Company and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damages, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 28th day of June, 2011, at or near 39010 90TH PLACE, GENOA CITY , WI.

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby release, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties release, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident.

I hereby agree that, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I further understand that as I admit no liability of any sort by reason of said accident and that said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

I further understand that as I may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the accident to each person or organization, release and discharge of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged nor settled by the release.

The undersigned expressly covenants and warrants that all Medicare, Medicaid, hospital, medical provider, health care provider, medical supplier and other medical liens, subrogation rights, rights of payment, rights of reimbursement and claims of any nature whatsoever, arising now or in the future, as a result of health care services provided to the undersigned have been or will be satisfied, settled, compromised or paid by express agreement with Medicare, Medicaid, each insurance carrier and each hospital, health care provider, medical provider or medical supplier by the undersigned prior to final disbursement of the settlement proceeds. The undersigned covenants and warrants that all such claims, liens, payment obligations and assignments have been disclosed in writing to the parties released prior to settlement. The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these warranties and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

The undersigned understands and agrees that such liability as he/she may or shall have incurred, arising now or in the future, as a result of health care services provided to the undersigned, including any health care lien, statutory or otherwise, is expressly reserved to each and every health care provider or payor based on such services, such liability not being in any way waived, agreed upon, discharged, released or settled or impacted in anyway, by this release. This specifically includes, but is not limited to, any liability the undersigned may have to any hospital,

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

**(CAUTION-READ BEFORE SIGNING)**

**SIGNED AND SEALED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Name printed (Seal)

Witnessed by:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF }  
COUNTY OF }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the persons \_\_\_\_\_ who executed the foregoing instrument, and acknowledged that they \_\_\_\_\_ executed the same as their \_\_\_\_\_ free act and deed.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public