

DULBERG'S ANSWERS TO DEFENDANT HANS MAST'S
INTERROGATORIES TO PLAINTIFF PAUL DULBERG

1. Identify and describe each and every way that Popovich or Mast breached any duty of care to you, the date of the breach, and when and how you became aware of the breach.

ANSWER:

Between October 2013 and January 2014, Mast advised Dulberg that Illinois law does not permit a recovery against the McGuires' in the circumstances of Dulberg's case and that he would not receive any recovery from the McGuires. Mast advised Dulberg that the judge would rule in favor of the McGuires on a motion for summary judgment. Mast further advised that Dulberg would retain his claim against Gagnon and be able to seek and receive a full recovery from Gagnon.

Notes to Julia:

A. In the recent document exchange Dulberg has learned that Mast had made a settlement offer to Barch on October 22, 2013, without Dulberg's consent, and that Mast later represented Barch's counteroffer as an original offer to Dulberg in November 2013. Mast also did not include this document in the case file to subsequent council.

B. Dulberg has never received Gagnon's answers to Dulberg's interrogatories that Mast submitted to Gagnon in October, 2012. Mast again asked for the answers to the interrogatories in February, 2013. See POP 000268.

Also, neither of these documents, the original interrogatories nor the request for answers were turned over with the case file to subsequent council.

C. In the request for production to the McGuires, Mast asked for a certified copy of the insurance policy in June of 2012.

Also, There is no evidence in the documents Mast received the certified copy of the Insurance policy.

D. In the request for production to the Gagnon, Mast asked for a certified copy of the insurance policy in October of 2012 and again in February 2013. There is no evidence in the documents Mast received the certified copy of the Insurance policy.

E. There is no evidence that Mast consulted with any liability experts for their opinions regarding liability of either the McGuires or Gagnon.

F. Julia, it is obvious our files are different from theirs and that they didn't turn over all the documents to subsequent council.

G. Should we change all instances of "advised" to "told" in the answer?

Reason, the word "advised" seems to assume Dulberg had a choice. Using "told" does not and is what Mast actually did. I leave this up to you to decide the best wording.

4. When did you or your attorneys (following the withdrawal by Popovich and Mast) first learn that the McGuire's had an insurance policy that potentially would have covered the claim for an amount greater than \$100,000?

ANSWER:

The McGuire's produced insurance information to Dulberg on the day of the accident and also were represented by insurance counsel.

Notes to Julia:

A. McGuires never told Dulberg the insurance limits but rather gave Dulberg the policy number and insurance company name and contact information.

B. Dulberg became aware of the \$300,000 limit in July of 2019 after the document disclosure.

C. Dulberg cannot speak as to when any attorneys may have become aware.