


**From:** Paul Dulberg Paul\_Dulberg@comcast.net   
**Subject:** Re: Barch Documents  
**Date:** February 14, 2020 at 4:13 PM  
**To:** Ed Clinton ed@clintonlaw.net  
**Cc:** The Clinton Law Firm juliawilliams@clintonlaw.net, Mary Winch marywinch@clintonlaw.net

---

PD

Hi Ed,

You said work on the demand so today I spent all day trying to draft a demand letter.

I have no idea what I'm doing

I have attached it as Demand Draft - in process.txt

It's not even close to being finished and I'm not sure if I'm even on the right track

Please review it and let me know where I need to fix it.

Thanks,  
Paul



Demand Draft -  
in process.txt

On Feb 13, 2020, at 5:26 PM, Paul Dulberg <Paul\_Dulberg@comcast.net> wrote:

Hi Ed,

I think we are talking past each other here because this is complex and we discussing different topics.

You are correct, there is nothing wrong with me giving my deposition on Wednesday.

Yes, I will give my deposition next week on Wednesday.

On the Mast Deposition topic: I definitely want to see Barch documents before Mast is deposed.

If this is possible, we are in agreement and on the same page.

Thank you,  
Paul

On Feb 13, 2020, at 5:04 PM, Ed Clinton <ed@clintonlaw.net> wrote:

Paul,

We need to know if you are going to do your deposition on Wednesday next week.

Second, I admit I don't understand your reluctance to be deposed. It does not make sense to me.

We need to resolve this quickly .

We need to get this case moving.

I'm concerned we are not on the same page.

We believe Mast was negligent but we don't think those communications (that you were not a party to) are relevant to your testimony.

I'm much more concerned that this case is not moving along appropriately - there is no demand and no one will pay you until you are deposed.

Ed

On Feb 13, 2020, at 3:25 PM, Paul Dulberg <[Paul\\_Dulberg@comcast.net](mailto:Paul_Dulberg@comcast.net)> wrote:

Hi Ed,

On the demand portion it would also be helpful to get the McGuires insurance policy from Barch.

William McGuire said his limits were 300,000 in his Interrogatory but that is just his word.

The actual policy from the McGuires would be helpful before writing a demand letter

Can we get that with the rest of the Mast/Barch Communications and documents?

While we are at it, it would also be helpful to have the Gagnon asset check that the Baudins did as well as getting a McGuire asset check done.

I don't see it in the documents, did the Baudins include the Gagnon asset check they performed with the Case file?

FYI - Baudins asked for 1.2 million at the ADR and I believe that was based on the Gagnon asset check and his insurance limits of 300,000 as well as my injuries and lost wages. We could not ask for monies based on permanent disability because that was determined the following year by social security.

Thanks,  
Paul

On Feb 13, 2020, at 2:38 PM, Paul Dulberg <[Paul\\_Dulberg@comcast.net](mailto:Paul_Dulberg@comcast.net)> wrote:

Hi Ed,

I did not address the demand portion of your email.

We should have the entire Popovich policy before moving forward on this.

Popovich only supplied the declaration pages in the document disclosure.

Are we not entitled to see the entire policy?

Thanks,  
Paul

On Feb 13, 2020, at 1:29 PM, Paul Dulberg <[Paul\\_Dulberg@comcast.net](mailto:Paul_Dulberg@comcast.net)> wrote:

Hi Ed,

I agree with everything you wrote.

I can only testify to what I know.

As of July 2019, I now know about the October 22, 2013, \$7500 offer Mast made to Barch without my knowledge.

We need to confirm this letter is real by acquiring the Barch firms documents and communications with Mast by compelling them if necessary.

I have been asking for the Barch communications and documents since last July.

Why hasn't Barch turned over those communications and documents?

Do we need to be concerned that Barch feels those documents may implicate himself somehow or has he made a backroom deal of some sort with Mast/Popovich?

The only reluctance that I have is the amount of time Mast and Popovich will have to both read and formulate a strategy before being deposed themselves.

I have learned the hard way not to trust these two gentlemen (Mast & Popovich) and have cause for concern or we wouldn't be here.

In the underlying case, after reading Caroline McGuires deposition it became obvious to both myself and Mast that she had read my deposition prior to her being deposed.

Caroline McGuire described my description of the chainsaw incident.

After I realized that Caroline McGuire had information that she would not otherwise have had or possibly known before being deposed I learned to never let that happen again.

It is not fair that the defense witnesses get to read my testimony/deposition before giving their own testimony/deposition.

Even if the defense witnesses don't read my deposition directly I'm positive they will be briefed by their counsel on the key points they need to address.

Given enough time they (Mast & Popovich) will develop an alternative fictional half truth as a strategy.

Fictional half truths is exactly what Mast and Popovich did to me when they lied and bullied me into settling with the McGuires.

These two gentlemen (Mast and Popovich) have a proven track record of deceiving and lying to me so why would I believe documents they turn over without confirming them by getting those records from Barch?

If we need to postpone Mast and Popovich's depositions by a month because we haven't received the Barch communications then it seems only fair that my deposition is also postponed.

I don't know if Mast turned over all the communications and documents with Barch or not, the only way to find out is to see what Barch has, who knows what else those documents will show?

Believe me, I wish to get this over with as soon as possible but limiting the time both Mast and Popovich have to prepare after reading my deposition is more important and **having the Barch communications before deposing Mast and Popovich is essential.**

If I could wave a magic wand and get the Barch documents and everyone deposed today I would do it in a heart beat.

There is more than just the Barch documents that would be ideal to show the 2-1/2 years of deception, lies and abuse perpetuated by Mast and Popovich on me, their client, but those other documents and communications are not at the core of our case.

**The Barch firms communications and documents are at the core of our case and must be obtained.**

I'm sorry if I hurt anyone feelings because I don't want to give Mast and Popovich over a month to pour through my deposition before answering questions but this is too important to care about their feelings.

Paul

On Feb 13, 2020, at 11:52 AM, Ed Clinton <[ed@clintonlaw.net](mailto:ed@clintonlaw.net)> wrote:

Paul,

Just remember that you cannot win a case during your deposition.

Testify from your own personal knowledge.

I highly doubt that you can testify (or that you should testify) about a letter somebody else wrote, which may or may not be genuine.

Stick to what you know - what you saw and what you observed.

Please focus on getting the deposition done and making a demand.

Ed  
Edward X. Clinton, Jr.  
The Clinton Law Firm, LLC  
111 West Washington Street  
Suite 1437  
Chicago, IL 60602  
(312) 555-1111

(312) 357-1515  
[www.clintonlaw.net](http://www.clintonlaw.net)  
[www.chicagolegalmalpracticeblog.com](http://www.chicagolegalmalpracticeblog.com)

This email may contain information that is PRIVILEGED and CONFIDENTIAL under the ATTORNEY-CLIENT PRIVILEGE. If you receive it in error, please delete it and notify the undersigned.

If you are a client of this firm, please keep this email confidential.

Finally, this email, by itself, does not create or establish an attorney-client relationship.

On Feb 13, 2020, at 7:18 AM, Paul Dulberg <[Paul\\_Dulberg@comcast.net](mailto:Paul_Dulberg@comcast.net)> wrote:

Hi Ed,

Is the October 22, 2013 letter an actual communication between Mast and Barch or is it a strategy or trick?

It is essential to verify this from the Barch documents to determine if the letter is a fact or not.

It is also important to limit the time between depositions.

This is my only reluctance.

Paul

On Feb 12, 2020, at 8:12 PM, Ed Clinton <[ed@clintonlaw.net](mailto:ed@clintonlaw.net)> wrote:

Paul,

Is there a reason you are reluctant to be deposed?

Ed

Edward X. Clinton, Jr.  
The Clinton Law Firm  
111 West Washington, Suite 1437  
Chicago, Illinois 60602  
(312) 357-1515  
Sent from my iPad  
[Clintonlawfirm.blogspot.com](http://Clintonlawfirm.blogspot.com)

On Feb 12, 2020, at 6:42 PM, Paul Dulberg <[paul\\_dulberg@comcast.net](mailto:paul_dulberg@comcast.net)> wrote:

Hi Julia,

Perhaps we should file a motion to compel Ronald Barch and Auto-Owners Insurance to turn over all communications and document records with Hans Mast and the Popovich law firm as soon as possible.

My thought is if we get those documents now and have a few days to digest them maybe we can keep the deposition dates as they are scheduled.

Thanks,  
Paul

On Feb 12, 2020, at 5:28 PM, Paul Dulberg <[Paul\\_Dulberg@comcast.net](mailto:Paul_Dulberg@comcast.net)> wrote:

Hi Julia,

How did we get fixed, forced or locked in on a date to give my deposition before we have finished document discovery of the Barch communications?

discovery of the Barch communications?

Determining relevance of documents not yet gathered or analyzed on a central issue to our case isn't solely up to the defense to decide.

It is not fair to us to have to walk into a discovery deposition without seeing the all the documents first whether or not the defense thinks those documents are relevant to my deposition.

We will determine if the Barch documents are relevant to my deposition or not after seeing what is in them.

It is also not fair to push Mast and Popovich depositions a month further out on the calendar if the defense is going to try and compel me to testify now. This serves no purpose other than buying the defense more time to formulate responses to what is discovered in my deposition.

The dates of the depositions should stay as close together as logistically possible if we want the truth and not some formulated fiction of it.

Let them file the motion to compel. I believe the Judge would agree that we should be able to analyze the Barch records and keep the depositions as close together as possible to get to the truth.

I believe it is within our rights to see all documents before any depositions begin.

When can we expect to see the Barch communications and documents and how long will we have to analyze them before depositions begin?

Thanks,  
Paul

On Feb 12, 2020, at 1:29 PM, Julia Williams <[juliawilliams@clintonlaw.net](mailto:juliawilliams@clintonlaw.net)> wrote:

Dear Paul,

We can move Hans Mast and Tom Popovich to the end of March.

Defense counsel will not agree to move your deposition and would file a motion to compel.

At this stage, I think it makes sense for you to go ahead and sit for your deposition on Feb. 19 at 1pm; we will prepare on Feb. 18 at our office at 1pm.

For Feb. 19, I propose we meet here, at our office at 12:30 and walk to Karbal together.

As an FYI, here is the information for opposing counsel's office:

**George Flynn**

**Karbal | Cohen | Economou | Silk | Dunne | LLC**

150 S. Wacker Drive

Suite 1700

Chicago, IL 60606

<phone\_3aef1e25-ed01-4e86-9c05-55877d93199b.jpg> P: (312) 431-3622

<fax\_b47779bc-2f12-4a09-9ce3-87f4947c34ef.png> F: (312) 431-3670

<envelope\_5540fafc-2f13-4c5f-af64-a2c20113037b.png> E: [gflynn@karballaw.com](mailto:gflynn@karballaw.com)

Best Regards,

Julia Williams  
Of Counsel  
The Clinton Law Firm  
111 W. Washington, Ste. 1437  
Chicago, IL 60602  
P:312.357.1515  
F: 312.201.0737  
[juliawilliams@clintonlaw.net](mailto:juliawilliams@clintonlaw.net)

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

On Feb 12, 2020, at 12:26 PM, Paul Dulberg <[Paul\\_Dulberg@comcast.net](mailto:Paul_Dulberg@comcast.net)> wrote:



Hi Julia,

Due to the significance of the October 22, 2013 letter between Mast/Popovich and Ronald Barch/Auto-Owners I feel that the documents and communications between Mast and Barch are essential to have prior to any depositions.

When can we get them?

Paul



THIS DEMAND LETTER IS FOR SETTLEMENT PURPOSES ONLY

Edward Clinton Attorney at Law  
111 W. Washington, Ste. 1437  
Chicago IL 60602

Email: ed@clintonlaw.net  
Telephone: (312) 357-1515

February 14, 2020  
Clinton Law  
111 W. Washington, Ste. 1437  
Chicago IL 60602

Re: Mr. Paul Dulberg vs. Hans Mast, Thomas J. Popovich and The Law  
offices of Thomas J. Popovich  
Case Number 17LA000377  
22nd Judicial Circuit Court (McHenry County)  
McHenry County Courthouse  
2200 N. Seminary Avenue  
Woodstock, IL 60098

THIS DEMAND LETTER IS FOR SETTLEMENT PURPOSES ONLY

Dear Mr. Flynn:

Please accept this as our formal demand for settlement in the above-referenced matter.

FACTUAL SUMMARY

Mr. Paul Dulberg was a Client of your insured clients, Hans Mast, Thomas J. Popovich and The law offices of Thomas J. Popovich from, Late 2011 to mid 2015, Mr. Dulberg presented to Hans Mast that he was struck by a chainsaw in the right arm operated by David Gagnon and owned by Caroline and William McGuire.

Hans Mast agreed to represent Dulberg in a negligence suit with Gagnon and the McGuires in Late 2011.

Between late 2011 and September, 2013 Hans Mast had done what most attorneys would do. Mast filed suit, answered and sent interrogatories and conducted several depositions of the witnesses and treating physicians.

From October 2013 through April 2014 The evidence below shows clearly that Mast had made Barch an offer without Dulberg's knowledge. It also shows what depths Mast sunk to just to get Dulberg to sign off on the agreement before his offer to Barch was uncovered. Mast clearly demonstrates his ability to lie, deceive, bully and cheat Dulberg. Mast clearly committed negligent malpractice.

EVIDENCE:



OCTOBER 22, 2013:

Mast makes settlement offer of \$7,500 to McGuires through their attorney Barch claiming Dulberg discussed it with him and agreed.  
(POP 000192)

OCTOBER 30, 2013:

Mast in an email to Dulberg first expresses doubt about Dulberg's case against Gagnon.

(Dulberg 001531, Dulberg 001533, Dulberg 001534, Dulberg 001535, Dulberg 001536) (POP 000195)

(Note: There is no email evidence of Mast expressing any doubts about the Gagnon or McGuire case until Oct 22, 2013. Only briefly in February of 2013, in relation to the Gagnon deposition and how much it differed from Dulberg's description of the accident, did Mast express anything negative about Dulberg's cases.)

NOVEMBER 4, 2013:

Mast requests a meeting with Dulberg. Dulberg brings Barbara, his mother, to the meeting. Neither Dulberg nor Barbara know what the meeting will be about. It is at this meeting that Dulberg is first informed by Mast that Mast believes Dulberg has no case against the McGuires. Mast makes a number of statements which surprise Barbara. He claims that juries in this area are very conservative and Dulberg can't win against an old lady. Dulberg disagrees. It is at this meeting when Dulberg first gives Mast permission to look into a settlement.

(Dulberg 001531)

(witness: Barbara Dulberg, Paul Dulberg)

NOVEMBER 18, 2013:

McGuire's attorney Ronald Barch contacts Mast. He claims he has been given authority to make an offer for \$5,000.

(POP 000181, POP 000181, POP 001204)

Dulberg is informed by Mast in an email. Mast wrote:

"In addition, the McGuire's atty has offered us (you) \$5,000 in full settlement of the claim against the McGuires only. As we discussed, they have no liability in the case for what Dave did as property owners. So they will likely get out of the case on a motion at some point, so my suggestion is to take the \$5,000 now. "

(Dulberg 001515)

(email: folder 2013 11, file Mast2-201)

Dulberg answers:

"Only 5, That's not much at all.

Is this a take it or leave it or do we have any other options?

...

I'm not happy with the offer."

To which Mast replies:

"Paul whether you like it or not they don't have a legal liability for your injury because they were not directing the work. So if we do not accept their 5000 they will simply file a motion and get out of the case for free. That's the only other option is letting them file motion getting out of the case."

(Dulberg 001519)

Dulberg replies:

"I still don't get how they don't feel responsible for work done on their property by their own son that ended up cutting through 40% of my arm. Perhaps their negligence is the fact that they didn't supervise the work close enough but they did oversee much of the days activity with David. Just because Dave was doing the work doesn't mean they were not trying to tell their kid what to do. They told him plenty of times throughout the day what to do. How is that not supervising?"

To which Mast comments:

"Cause they had no say on how Dave did the work. That is what the evidence from all shows."

(Dulberg 001519)

(email: folder 2013 11, file Mast2-204)

Dulberg later replies:

"That's their personal issues of control with their own son. I will testify all day long about the things they wanted him to do that he did do throughout the day.

By claiming they had no control over the work dave did after all the preparation, money and time spent out in the yard yelling at him that they wanted certain things done in a particular way I don't see how they get out of the direct over site of the project because now that there is an injury they don't feel they had any real direct control over their own workers actions?

This is ridiculous.

Hans, they have to do better than claim they had no control over David

that day. If that's the case why were they there watching the work most of the day? Even Bill had hands on doing some of the work and rarely let David go to long without checking and seeing if things were being done the way Carol and Him wanted it."

Note: Email exchanges from November 18, 2013 onward show that Dulberg was not happy with the offer of \$5,000 and knew nothing of the Mast offer of \$7,500. They also show he feels the McGuires are partially responsible for his injury.

(Dulberg 001516, Dulberg 001520, Dulberg 001522, Dulberg 001523, Dulberg 001524, Dulberg 001525)

NOVEMBER 19, 2013:

Dulberg wrote to Mast:

"Hans,

A while back you told me that the jury's here in this county are primarily conservative and that they know the only reason we are before them is for money.

Not sure if that statement was meant to scare me or not but I do agree, they are, for the most part conservative and I would hope we should make it known we want money for damages, lawyers fees and the medical bills, etc... loud and clear.

We should also make it known to the jury that the parties or their insurance companies have never even offered to pay 1 cent for any of the medical damage and that's why we seek the juries help in settling this dispute. Perhaps if the insurance companies would have paid for these basic things none of us would even be here. but they didn't and now yes after years of waiting I am seeking money to pay for the medical treatments, you as the lawyer and finally myself as I'm the one who has had to suffer the consequences of the Gagnon/McGuire choices on that day.

I cannot believe that a conservative jury isn't going to award anything less than the cost of the medical damages and lawyer fees from them unless something catastrophic changes. I do see them being conservative as to what I will end up with at the end but not the real medical and lawyers bills. Even the conservative juries in this county are not so conservative that they won't give the base bills.

The McGuires insurance is free to go after David for damages if they lose.

Other than fearing a motion to dismiss the suit against the McGuire's insurance based on some false concept that because they didn't have their finger directly on the chainsaw trigger they hold no

responsibility for damages.

what are the real benefits of letting them off so easy?

And I don't want to hear its because 2 parties vs 1 is much easier.

Letting off the McGuires insurance for such a small amount is anything but reasonable and I just can't see any ethical judge in this county not keeping them in the suit all the way for a jury to decide whether they had any part to play in the days events and the level of responsibility they share with David for the consequences considering it was the McGuires project, their land, their choice of who did the labor etc. etc...

When you advised me to seek a settlement with the McGuires insurance, I agreed to look at it only because they didn't have their hands directly on the trigger of the chainsaw and That you would get at the least the medical bills paid for out of it. I thought that was made clear in your office.

I know you work on approximately 33%. Is 33% of 5,000 even worth the time and money you already invested? It's only \$1650 for you and I'm sure your hourly fee eats that up rather quickly, I know mine did back when I had hands and arms that worked so I could charge."  
(Dulberg 001517, Dulberg 001518)

NOVEMBER 20, 2013:

Mast sends an email to Dulberg:

"Paul, lets meet again to discuss. The legality of it all is that a property owner does not have legal liability for a worker (whether friend, son or otherwise) who does the work on his time, using his own independent skills. Here, I deposed the McGuires, and they had nothing to do with how Dave did the work other than to request the work to be done. They had no control on how Dave wielded the chain saw and cut you. its that simple. We don't have to accept the \$5,000, but if we do not, the McGuires will get out for FREE on a motion. So that's the situation."

(Dulberg 001515, Dulberg 001516)

Dulberg replies:

"Ok we can meet. I will call Sheila today and set up a time. Please send me a link to the current Illinois statute citing that the property owner is not liable for work done on their property resulting in injury to a neighbor. I need to read it myself and any links to recent case law in this area would be helpful"

Dulberg agrees to have another meeting with Mast in his office.

(memo of meeting: POP 000003)

Dulberg brings his brother Thomas Kost with him. Before the meeting Dulberg asks Mast to show examples of case laws which demonstrate that McGuires are not partially responsible for the chainsaw accident.

(Dulberg 001515, Dulberg 001516)

(Witness Thomas Kost)

In the meeting Mast uses the example of Tilschner vs Spangler. He claims that the McGuires are not responsible because Restatement of Torts 318 is not applicable in Illinois.

He also claims that the accident was not foreseeable by the McGuires and they had no control over Gagnon's actions.

Mast also gave Dulberg a packet of other examples of case law.  
(Dulberg 000204 through Dulberg 000225 and Dulberg 000301 through Dulberg 000305)

Thomas Kost kept a rough set of notes during the meeting.  
(Dulberg 001217)

Mast claims that if Dulberg doesn't accept the \$5,000 the McGuires will simply file a motion to get out of the case for free.

Mast said the McGuires do not have to offer anything and are offering \$5,000 to be nice.

Dulberg asked to read the depositions of the McGuires and of Gagnon before making a decision.

Mast writes a Memo to a person named "Jen"

"We have a co-defendant that is not really responsible in this case and they have offered a nominal settlement of \$5,000 in the case. I would like to accept it but I want to have a settlement memo prepared first to show how the money will be disbursed for the client to sign. Therefore, we will not need to call on the balances but we will only need to provide a settlement memo containing only any liens listed on the settlement memo.

Can you please prepare the settlement memo for me as soon as possible so that I can talk to the client about the offer."

(POP 001207)

After the meeting, on the same day, Dulberg goes to the house of a neighbor of the McGuires to ask if they witnessed what was happening on the property the day of the accident. He was looking for a witness that saw the McGuires actively participating in the work being done and supervising the work.

(POP 000177)(Dulberg 001514)

Later that evening Dulberg writes to Mast:

"Hans,

I'd like to read David's dep before accepting the McGuire offer. Even after reading the McGuire deps and seeing how things easily get skewed in all honesty, I can't blame Carol or Bill for Dave's actions I just thought I was covered under their insurance. I know Carol & Bill thought I was covered as well irregardless of all the half truths in their dep."  
(Dulberg 001512)

NOVEMBER 21, 2013:

Mast orders Dulberg's deposition  
(POP 000593)

DECEMBER 2, 2013:

Mast sends Dulberg's own deposition to him by mistake.  
(POP 000176)

DECEMBER 4, 2013:

Dulberg receives his own deposition in the mail. Dulberg again informs Mast he wants to see Gagnon's deposition.  
(Dulberg 001504)

Dulberg writes to Mast:

"Hans,

I wanted to review David Gagnons dep before letting the McGuires off the hook.

And that word "foreseeable" in the McGuire suite...  
Well I suppose if I gave anyone a chainsaw and told them to use it, given enough time, an injury is foreseeable, very foreseeable just not hoped for.

And the comment about people not liking friends who sue friends, um well we all should know other than entirely random acts such as auto accidents, train derailments, air plane accidents, etc. Etc.. That most of the time it's those we know who hurt us most often than not. and if it's serious we must be able to sue even if it is or once was a friend."  
(Dulberg 001504)

DECEMBER 9, 2013:

Mast orders Gagnon's deposition  
(POP 000594)

DECEMBER 10, 2013:  
Mast sends Gagnon's deposition to Dulberg  
(POP 000175)

DECEMBER 18, 2013:  
Dulberg writes to Mast after reading Gagnon's deposition:

"Hans,

I read through David's dep. it's mostly lies with a few truths. Where should I begin or better yet where would you like me to begin? Almost everything he said was made up, from which end of the branch I was holding, at who's direction I was doing it under and even as to why I was even there on the McGuires property, etc...  
Not to mention the nonsense of \$10,000.

...

As far as the McGuires are concerned give me a call."  
(Dulberg 001500)

Later that evening Dulberg has a long talk with Mast by phone.

Mast writes the following memo after the call:

"On December 18, 2013, I called Paul today after and email and we had a long discussion about the McGuire's liability and he seemed to concede and understand that probably based on the testimony there is nothing we can prove against the McGuire's and he is willing to take their \$5,000 settlement offer."  
(POP 000884)

DECEMBER 26, 2013:  
Mast contacts McGuire's attorney Barch to inform him that they will accept the \$5,000 offer.  
(POP 000670)

JANUARY 22, 2014:  
The Judge approves a motion by McGuires for a good-faith settlement.  
(POP 000988, POP 000989)

JANUARY 31, 2014:

Final release papers are signed by Dulberg and in the mail.  
(Dulberg 001491)

APRIL, 14, 2014:

Mast informs Dulberg that he does not wish to take the Gagnon case to trial.

For the first time Mast recommends to Dulberg that he look for alternative counsel that wishes to pursue the matter.  
(Dulberg 001484)

Should we go into Mast's lies about the value of the Gagnon case thus Mast recommending bankruptcy attorneys to Dulberg thus the bankruptcy thus the ADR with a limited award cap placed on the Gagnon case ordered by the bankruptcy court?

If not but for Mast's negligent actions this case would have a far different outcome

#### DEMAND

The evidence that will be gained from the witness depositions and testimonies will support the existing documents and emails in this case that plainly shows Mast's actions and omissions were reckless and grossly negligent. It is clear that legal malpractice occurred, and as a result Mr. Dulberg's case against the McGuires was irreparably lost, and the case against Gagnon was forced into ADR and capped. Due to his injuries Mr. Dulberg has not been able to work at his profession as a Graphic Designer. Worse than that, Dulberg's injury has been determined by the treating Dr's and social security disability to be permanent. If Hans Mast were allowed to follow through with the Gagnon portion of Dulberg's case as Mast was suggesting throughout the rest of the time he represented Dulberg including trying to get Dulberg to settle with Gagnon for only \$50,000.00 which didn't cover Dulberg's medical bills, Mast would have left Dulberg crippled, homeless and bankrupt. From the evidence it is obvious Mast was not working in his clients best interests.

To date our client has suffered damages in the following amounts:

How do I figure this out, in today's dollars or in future inflated dollars?

I did it based on today's dollars

Past medical expenses: \$66,000

Future medical expenses: \$100,000.00



9 years past lost wages: \$360,000.00

Future loss of earning capacity till retirement age assuming no wage increases occur: \$800,000.00

Future loss of Social Security retirement benefits: \$??? I don't know how to do this.

Pain and suffering: \$750,000.00

Increased legal fees from 33.33% to 40% to Baudins for Gagnon case: \$20,000.00

Reasonable value of lost services below Based on 33 years from the time of the accident if Dulberg lived to be 74 in today's dollars:

These are all things Dulberg used to do himself

House Cleaning \$15,600.00 per year or \$514,800.00

Cooking \$9,100.00 per year or \$300,300.00

Snow Plowing: 600 per year or \$19,800.00

Lawn maintenance and landscape: \$3,400.00 per year or \$112,200.00

Auto Maintenance:

Minor Auto

OIL Changes \$120.00 per year or \$3,960.00

Tire rotation 50.00 per year or \$1,650.00

Wash and vacuum 200.00 per year or \$6,600.00

Major Auto

How do I calculate this over the 33 year expected lifespan?

I am one who has built his own motors since the age of 12 and can't any longer.

Muffler labor

Breaks

Major engine and transmission repairs

Gas lines

Break lines

Etc...

HVAC Maintenance:

\$300 per year or \$9,900.00

Home repairs always have been done myself till the accident. My Dad and I remodeled and doubled the size of this house ourselves:

Replacing roof in 2013 after microburst storm cost me \$25,000 but this also included materials I think Labor was approximately 50% so \$12,500.00. I have to replace my roof every 12-15 years so let's say 3 more times in my life that's \$37,500.00

Plywood Siding will need to be replaced 2 more times at \$15,000 in labor so that's approximately \$30,000.00

Windows and doors will only need to be replaced one more time and I believe the estimate I got in 2010 was 20,000 in labor so that's another \$20,000.00

Misc labor for home repairs and maintenance on things like faucets,

hot water tanks, Washer, dryer, refrigerator, freezer, oven, etc...  
that are going to need maintenance or be replaced and I can no longer  
do any of it myself I am going to estimate at another \$3,000 per year  
so that's another \$99,000 over 33 years

Total damages to date plus estimated future damages: \$3,241,710.00 in  
todays dollars

Although we would prefer to settle this matter under the terms set out  
above, we stand fully ready to proceed to trial. If a trial becomes  
necessary, we will revoke our settlement demand and seek damages in  
excess of those presently demanded.

Yours truly,

Edward Clinton

Attorney for Mr. Paul Dulberg