

TABLE 4A: THREE INCORRECT VERSIONS OF WHEN DULBERG “FIRST KNEW” OF AN “INJURY” GIVEN BY DULBERG’S COUNSEL

TABLE 4A: 3 INCORRECT VERSIONS OF WHEN AND HOW DULBERG “FIRST KNEW” OF AN “INJURY” ACCORDING TO DULBERG’S ATTORNEYS	
VERSION 1 Gooch COMPLAINT 2017-11-28	<p>“20. Following the execution of the mediation agreement with the “high-low agreement” contained therein, and the final mediation award, DULBURG realized for the first time that the information MAST and POPOVICH had given DULBERG was false and misleading, and that in fact, the dismissal of the McGuire’s was a serious and substantial mistake. Following the mediation, DULBERG was advised to seek an independent opinion from an attorney handling Legal Malpractice matters, and received that opinion on or about December 16, 2016.”</p>
VERSION 2 Gooch AMENDED COMPLAINT 2018-06-07	<p>“28. Following the execution of the mediation agreement and the final mediation award, DULBERG realized for the first time in December of 2016 that the information MAST and POPOVICH had given DULBERG was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake.</p> <p>29. It was not until the mediation in December 2016, based on the expert’s opinions that DULBERG retained for the mediation, that DULBERG became reasonably aware that MAST and POPOVICH did not properly represent him by pressuring and coercing him to accept a settlement for \$5,000.00 on an “all or nothing” basis.</p> <p>30. DULBERG was advised to seek an independent opinion from a legal malpractice attorney and received that opinion on or about December 16, 2016.”</p>
VERSION 3 Clinton and Williams SECOND AMENDED COMPLAINT 2018-12-06	<p>“55. Only after Dulberg obtained an award against Gagnon did he discover that his claims against the McGuires were viable and valuable.</p> <p>56. Following the execution of the mediation agreement and the final mediation award, Dulberg realized for the first time in December of 2016 that the information Mast and Popovich had given Dulberg was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake.</p> <p>57. It was not until the mediation in December 2016, based on the expert’s opinions that Dulberg retained for the mediation, that Dulberg became reasonably aware that Mast and Popovich did not properly represent him by pressuring and coercing him to accept a settlement for \$5,000.00 on an “all or nothing” basis.”</p>

TABLE 4B: THREE INCORRECT VERSIONS OF WHEN DULBERG “FIRST KNEW OF AN “INJURY” SIMPLIFIED

TABLE 4B: 3 INCORRECT VERSIONS OF HOW DULBERG “FIRST KNEW” OF AN “INJURY” SIMPLIFIED		WHEN IT HAPPENED
VERSION 1 Gooch COMPLAINT 2017-11-28	DULBURG realized for the first time that the information MAST and POPOVICH had given DULBERG was false and misleading, and that in fact, the dismissal of the McGuire’s was a serious and substantial mistake	Following the execution of the mediation agreement with the “high-low agreement” contained therein, and the final mediation award
		independent opinion from an attorney handling Legal Malpractice matters, and received that opinion on or about December 16, 2016
VERSION 2 Gooch AMENDED COMPLAINT 2018-06-07	, realized for the first time in December of 2016 that the information MAST and POPOVICH had given DULBERG was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake. ”became reasonably aware pressuring and coercing him to accept a settlement for \$5,000.00 on an “all or nothing” basis	Following the execution of the mediation agreement and the final mediation award... in December of 2016
		based on the expert’s opinions that DULBERG retained for the mediation
		independent opinion from a legal malpractice attorney and received that opinion on or about December 16, 2016.

TABLE 4B: 3 INCORRECT VERSIONS OF HOW DULBERG “FIRST KNEW” OF AN “INJURY” SIMPLIFIED		WHEN IT HAPPENED
VERSION 3 Clinton-Williams SECOND AMENDED COMPLAINT 2018-12-06	Only after Dulberg obtained an award against Gagnon did he discover that his claims against the McGuires were viable and valuable.	Only after Dulberg obtained an award against Gagnon...
	realized for the first time in December of 2016 that the information Mast and Popovich had given Dulberg was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake.	Following the execution of the mediation agreement and the final mediation award...in December of 2016
	became reasonably aware that Mast and Popovich did not properly represent him by pressuring and coercing him to accept a settlement for \$5,000.00 on an “all or nothing” basis.	based on the expert’s opinions that Dulberg retained for the mediation.

SOURCES OF THE 3 VERSIONS

1. On November 28, 2017 COMPLAINT AT LAW paragraph 20 stated:

“20. Following the execution of the mediation agreement with the “high-low agreement” contained therein, and the final mediation award, DULBURG **realized for the first time** that the information MAST and POPOVICH had given DULBERG was false and misleading, and that in fact, the dismissal of the McGuire’s was a serious and substantial mistake. **Following the mediation, DULBERG was advised to seek an independent opinion from an attorney handling Legal Malpractice matters, and received that opinion on or about December 16, 2016.**”

2. On June 7, 2018 AMENDED COMPLAINT AT LAW paragraphs 28 to 30 stated a different version of the same event:¹

“28. Following the execution of the mediation agreement and the final mediation award, DULBERG **realized for the first time in December of 2016** that the information MAST and POPOVICH had given DULBERG was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake.

¹ [Exhibit 117_2018-06-07_FIRST AMENDED COMPLAINT AT LAW.pdf](#)

29. It was not until the mediation in December 2016, **based on the expert's opinions that DULBERG retained for the mediation**, that DULBERG became reasonably aware that MAST and POPOVICH did not properly represent him by pressuring and coercing him to accept a settlement for \$5,000.00 on an "all or nothing" basis.

30. DULBERG was advised to seek an independent opinion from a legal malpractice attorney and **received that opinion on or about December 16, 2016.**"

3. On December 6, 2018 SECOND AMENDED COMPLAINT AT LAW (prepared by Clinton and Williams) paragraphs 54 to 57 stated a third version of the same event:¹

"54. Dulberg was only able to recovery approximately \$300,000 of the award from Gagnon's insurance and was unable to collect from Gagnon personally.

55. Only after Dulberg obtained an award against Gagnon did he discover that his claims against the McGuires were viable and valuable.

56. Following the execution of the mediation agreement and the final mediation award, **Dulberg realized for the first time in December of 2016** that the information Mast and Popovich had given Dulberg was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake.

57. **It was not until the mediation in December 2016, based on the expert's opinions that Dulberg retained for the mediation, that Dulberg became reasonably aware** that Mast and Popovich did not properly represent him by pressuring and coercing him to accept a settlement for \$5,000.00 on an "all or nothing" basis."

4. In Version 1, Version 2 and Version 3 Dulberg's attorneys Gooch, Clinton and Williams all identify Dulberg's "injury" as ***the settlement with the McGuires for \$5,000***. Dulberg's attorneys Gooch, Clinton and Williams all identify Dulberg's "injury" as taking place in January, 2014.

5. Illinois law on this issue toll cannot begin until pecuniary injury is received as explained in: ***Suburban Real Estate Servs. v. Carlson, 2020 Ill. App. 191953 (Ill. App. Ct. 2020)***

The logic that versions 1, 2 and 3 take is very simple: Gooch, Clinton and Williams:

- a) Form a basic concept of Dulberg's "injury" (as the settlement with the McGuires in January, 2014).
- b) Describe when Dulberg "first discovered" or "knew or should have known" of Dulberg's "injury"
- c) Ignore when a pecuniary injury is received (ignore (1) ***Suburban Real Estate v Carlson*** and cited cases²)
- d) Omit and ignore that a principal is required to answer for an agent's negligent or wrongful actions.

1 [Exhibit 123_2018-12-06_Second Amended Complaint.pdf](#)

2 For a list of key cases cited in ***Suburban*** see paragraph 209

6. Omission of the vicarious liability aspect of the McGuire liability for their agents negligent actions later leads to Judge Berg's confusion and disconnect about when a pecuniary injury can be realized and when a statute of limitations begins in 735 ILCS 5/13-214.3 (b).
7. The column "WHEN IT HAPPENED" in Table 4B contains at least 2 entries for each Version 1, 2 and 3.¹ Opposing counsel Flynn later used the multiple claims to accuse Dulberg of "fiddling" with when he "first knew" of his "injury".

¹ This results in multiple incorrect claims of when Dulberg "first knew" of an "injury" as listed in Table 5B.